

A G E N D A

MEETING OF THE BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS
GOVERNING BOARD OF THE BREVARD MOSQUITO CONTROL DISTRICT
GOVERNING BOARD OF THE BAREFOOT BAY WATER AND SEWER DISTRICT
Government Center Commission Room, Building C
2725 Judge Fran Jamieson Way
Viera, Florida

January 10, 2017

IF YOU WISH TO SPEAK TO ANY ITEM ON THE AGENDA, PLEASE FILL OUT A SPEAKER CARD. PERSONS ADDRESSING THE BOARD SHALL HAVE FIVE MINUTES TO COMPLETE HIS/HER COMMENTS ON EACH AGENDA ITEM FOR WHICH HE/SHE HAS FILLED OUT A CARD.

THE BOARD OF COUNTY COMMISSIONERS REQUESTS THAT SPEAKERS APPEARING UNDER THE PUBLIC COMMENT SECTION OF THE AGENDA LIMIT THEIR COMMENTS AND/OR PRESENTATIONS TO MATTERS UNDER THE BOARD'S JURISDICTION. IT IS THE RESPONSIBILITY OF THE CHAIRMAN TO DETERMINE THE TIME LIMIT ON COMMENTS UNDER PUBLIC COMMENT.

6:00 p.m. CALL TO ORDER

*INVOCATION BY: Reverend Corky Calhoun, Georgianna United Methodist Church, Merritt Island (District 2)

PLEDGE OF ALLEGIANCE: Commissioner Curt Smith, District 4

APPROVAL OF MINUTES: October 18, 2016 and November 3, 2016, Regular Meeting Minutes, and November 22, 2016, Special Meeting Minutes

I. RESOLUTIONS, AWARDS AND PRESENTATIONS

A. Resolution, Re: Proclaiming January 2017 as Hadassah Ya Gotta Have a Heart Month (District 4)

II. CONSENT AGENDA (The entire Consent Agenda will be passed in one motion to include everything under Section II.)

A. Development and Environmental Services Group

Natural Resources Management Department

II. CONSENT AGENDA (CONTINUED)

A. Development and Environmental Services Group (continued)

Planning and Development

1. Binding Development Plan, Re: Albert Heredia and Susan Kadlac Heredia (District 2)

Public Works Department

2. Approval of Work Order No. 2014-2680-A-010, Re: Design of the Wickham Road and Interlachen Road Intersection Improvements (District 4) (Fiscal Impact: \$143,000)

Solid Waste Management Department

Utility Services Department

Valkaria Airport

B. Community Services Group

Housing and Human Services

Library Services Department

Parks and Recreation Department

Tourism

Transit Services Department

University of Florida; Brevard County Extension

C. Public Safety and Support Services Group

Central Services

Emergency Management

Fire Rescue

Human Resources

Information Technology

SCGTV

II. CONSENT AGENDA (CONTINUED)**D. Administrative Services Group****Budget**

1. Approval, Re: Budget Change Requests
2. Acknowledge Receipt, Re: 2017 Meeting Schedule for Rockledge Community Redevelopment Agency
3. Acknowledge Receipt, Re: Baytree Community Development District Records of Proceedings of the October 20, 2016, Meeting
4. Acknowledge Receipt, Re: Viera East Community Development District Records of Proceedings of the October 26, 2016, Meeting

County Attorney

5. Approval of Settlement Agreement in the Amount of \$90,000, Re: Louis C. Morehead, III v. Brevard County, Case No. 05-2007-CA-006126

County Manager**Miscellaneous**

6. Appointments/Reappointments, Re: Citizen Advisory Boards
7. Approval, Re: Billfolder

III. PUBLIC COMMENTS (30 minutes)**IV. PUBLIC HEARINGS**

- A. Resolution, Re: Petition to Vacate a 6.00 Ft. Wide Public Utility Easement - Oriole Court Barefoot Bay Unit Two Part Ten, Barefoot Bay – Joseph Proto (District 3) (Fiscal Impact: Petitioner Paid \$640 Vacating Application Fee)
- B. Resolution and Unity of Title Agreement, Re: Petition to Vacate Parts of the Public Rights-of-Way of Palmetto Avenue and Guava Street in Canaveral Groves Subdivision Replat of Unit 3, Cocoa – Space Coast Land Holdings, LLC and Brevard County Property Land Holdings, LLC (District 1) (Fiscal Impact: Petitioner Paid \$640 Vacating Application Fee)

V. UNFINISHED BUSINESS

VI. NEW BUSINESS

- A. Development and Environmental Services Group
- B. Community Services Group
- C. Public Safety and Support Services Group
- D. County Attorney
 - 1. Request to Schedule Executive Session on January 24, 2017, Re: Deer Park Ranch, Ltd. v. Brevard County Solid Waste Management Department and Department of Environmental Protection, 16-3549 and Farmland Reserve, Inc., d/b/a Deseret Ranches of Florida v. Brevard County Solid Waste Management Department and Department of Environmental Protection, 16-3550
- E. County Manager
- F. Miscellaneous
 - 1. Citizen Request by Donn Weaver and Jerry Pierce, Re: Request for Grant for the Veterans Memorial that is part of and adjacent to the New World Class Veterans Medical Center at Lake Nona (HQ for Viera VA Clinic)
 - *2. Permission to Advertise Public Hearing on January 24, 2017, Re: Ordinance Relating to Lobbyist Registration (District 3)

VII. PUBLIC COMMENTS (Comments may not address subsequent Agenda Items. Speakers are allowed 3 minutes.)**VIII. BOARD REPORTS AND PRESENTATIONS (MORE THAN 5 MINUTES)**

- A. Stockton Whitten, County Manager
- B. Scott Knox, County Attorney
- C. Jim Barfield, District 2 Commissioner
- D. John Tobia, District 3 Commissioner
- E. Kristine Isnardi, District 5 Commissioner

VIII. BOARD REPORTS AND PRESENTATIONS (CONTINUED)

- F. Rita Pritchett, District 1 Commissioner/Vice Chairwoman
- G. Curt Smith, District 4 Commissioner/Chairman

HISTORIC BREVARD

The idea for an intracoastal waterway was envisioned in the Internal Improvement Act of the 1850s, but didn't become the waterway we know today until the huge project of dredging canals and connecting bodies of water was taken over and completed by the Corps of Engineers in the 1930s.

HISTORICAL FACTS PROVIDED BY THE BREVARD COUNTY HISTORICAL COMMISSION

In accordance with the Americans with Disabilities Act and Section 286.26, Florida Statutes, persons needing special accommodations or an interpreter to participate in the proceedings, please notify the County Manager's Office no later than 48 hours prior to the meeting at (321) 633-2010.

Assisted listening system receivers are available for the hearing impaired and can be obtained from SCGTV staff at the meeting. We respectfully request that ALL ELECTRONIC ITEMS and CELL PHONE REMAIN OFF while the County Commission is in session. Thank You.

This meeting will be broadcast live on Space Coast Government Television (SCGTV) on Bright House Networks Cable Channel 499, Comcast (North Brevard) Cable Channel 51, and Comcast (South Brevard) Cable Channel 13. SCGTV will also replay this meeting during the coming month on its 24-hour video server nights, weekends, and holidays. Check the SCGTV website for daily program updates at <http://www.scgtv.org>.

The Advanced Agenda may be viewed at: www.brevardclerk.us

In accordance with Resolution 2014-219 Section VIII (8.1) The agenda shall provide a section for public comment limited to thirty (30) minutes following approval of the consent agenda during each regular County Commission meeting. The purpose of public comment is to allow individuals to comment on any topic relating to County business which is not on the meeting agenda. Individuals delivering public comment shall be restricted to a three-minute time limit on their presentation. During this thirty (30) minute segment of public comment, speakers will be heard in the order in which they

turned in a speaker card asking to be heard. Any speaker not heard during the first thirty (30) minute segment will be heard during a second public comment segment held at the conclusion of business specified on the regular Commission agenda. With the exception of emergency items, the Board will take no action under the Public Comment section, but can refer the matter to another meeting agenda.

Brevard



County

BOARD OF COUNTY COMMISSIONERS

Resolution

WHEREAS, Hadassah is an international organization which raises funds to support medical research, as well as educational, youth and humanitarian projects in Israel and throughout the world; and

WHEREAS, Hadassah Medical Organization is engaged in cutting edge medical research for the benefit of all humanity; and

WHEREAS, the Brevard County Chapter of Hadassah has, for over 50 years, supported the work of Hadassah, and particularly the work of Hadassah Medical Organization and the construction and operation of teaching hospitals in Israel; and

WHEREAS, the Brevard County Chapter of Hadassah will hold a Ya Gotta Have Heart Gala on January 28, 2017, at Temple Israel in Viera, with dinner, entertainment, auctions and guest speakers, all profits to support heart research at Hadassah Medical Organization in Israel and in the United States.

NOW, THEREFORE, BE IT RESOLVED, THAT THE BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA, does hereby proclaim the month of January 2017 as

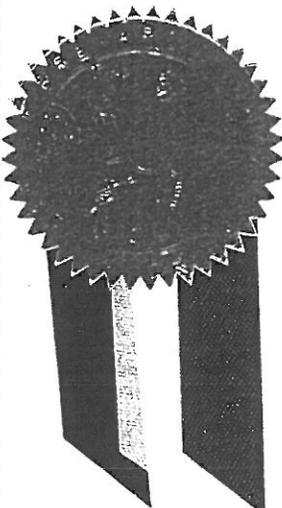
HADASSAH YA GOTTA HAVE HEART MONTH

DONE, ORDERED, AND ADOPTED in regular session, this 10th day of January, 2017.

ATTEST:

SCOTT ELLIS, CLERK

CURT SMITH, CHAIRMAN
BOARD OF COUNTY COMMISSIONERS
BREVARD COUNTY, FLORIDA



RESOLUTION

WHEREAS, HADASSAH is an international organization which raises funds to support medical research, as well as educational, youth and humanitarian projects in Israel and throughout the world; and

WHEREAS, HADASSAH MEDICAL ORGANIZATION is engaged in cutting edge medical research for the benefit of all humanity; and

WHEREAS, the BREVARD COUNTY CHAPTER of HADASSAH has, for over 50 years, supported the work of HADASSAH, and particularly the work of HADASSAH MEDICAL ORGANIZATION and the construction and operation of teaching hospitals in Israel; and

WHEREAS, THE BREVARD COUNTY CHAPTER OF HADASSAH will hold a YA GOTTA HAVE HEART GALA on January 28, 2017, at Temple Israel in Viera, with dinner, entertainment, auctions and guest speakers, all profits to support heart research at HADASSAH MEDICAL ORGANIZATION in Israel and in the UNITED STATES,

NOW, THEREFORE, BE IT RESOLVED THAT THE BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA, does hereby proclaim the month of January 2017 as

HADASSAH YA GOTTA HAVE HEART MONTH

DONE, ORDERED AND ADOPTED in regular session this 10th day of January 2017

Meeting Date
January 10, 2017



AGENDA	
Section	CONSENT
Item No.	II, A.1.

AGENDA REPORT
 BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS

SUBJECT:	Binding Development Plan, Re: Albert Heredia & Susan Kadlac Heredia (District 2) FISCAL IMPACT: NONE
DEPT/OFFICE:	Planning & Development Department

Requested Action:
 It is requested that the Board approve, and the Chairman sign, the subject Binding Development Plan.

Summary Explanation & Background:

A Binding Development Plan (BDP) is a voluntary agreement by a property owner to self-impose limits upon development of a property in support of a change of zoning or conditional use permit. Pursuant to Section 62-1157, a BDP shall be recorded in the public records within 120 days of approval of the zoning application by the Board. Following staff and legal review, a BDP is routinely presented to the Board in recordable form as a Consent agenda item in order to finalize the zoning action.

On December 1, 2016, the Board of County Commissioners approved a change of classification from RU-1-11 (Single-Family Residential) to RU-2-4 (Low-Density Multi-Family Residential) on property located on the west side of S. Tropical Trail, approx. 550 ft. north of Cone Rd. (110, 160, 120, and 140 Kadlac Dr., Merritt Island), subject to a Binding Development Plan as follows:

- Developer/Owner shall limit density to four (4) units

Staff Contact: Jennifer Jones

Clerk to the Board instruction: After recordation, forward two certified copies to the Planning and Development Department

Exhibits Attached: Binding Development Plan, with exhibits, and check for recording

Contract /Agreement (If attached):	Reviewed by County Attorney	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>	PR	<input type="checkbox"/>
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County Manager		Department Director / Extension Robin M. DiFabio, AICP, Director Planning & Development Dept. Ext. 56363
Stockton Whitten		

Prepared by: Albert Heredia
Address: 160 Kadlac Dr. Merritt Island, FL 32952

BINDING DEVELOPMENT PLAN

THIS AGREEMENT, entered into this _____ day of _____, 20__ between the BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA, a political subdivision of the State of Florida (hereinafter referred to as "County") and Albert Heredia & Susan Kadlac Heredia, (hereinafter referred to as "Developer/Owner").

RECITALS

WHEREAS, Developer/Owner owns property (hereinafter referred to as the "Property") in Brevard County, Florida, as more particularly described in Exhibit "A" attached hereto and incorporated herein by this reference; and

WHEREAS, Developer/Owner has requested the RU-2-4 zoning classification(s) and desires to develop the Property as multi-family residential, and pursuant to the Brevard County Code, Section 62-1157; and

WHEREAS, as part of its plan for development of the Property, Developer/Owner wishes to mitigate negative impact on abutting land owners and affected facilities or services; and

WHEREAS, the County is authorized to regulate development of the Property.

NOW, THEREFORE, the parties agree as follows:

1. The County shall not be required or obligated in any way to construct or maintain or participate in any way in the construction or maintenance of the improvements. It is the intent of the parties that the Developer/Owner, its grantees, successors or assigns in interest or some other association and/or assigns satisfactory to the County shall be responsible for the maintenance of any improvements.

2. The Developer/Owner shall limit density to 4 units and may be further restricted by any changes to the Comprehensive Plan or the Land Development Regulations.

3. Developer/Owner shall comply with all regulations and ordinances of Brevard County, Florida. This Agreement constitutes Developer's/Owner's agreement to meet additional standards or restrictions in developing the Property. This agreement provides no vested rights against changes to the Comprehensive Plan or land development regulations as they may apply to this Property.

4. Developer/Owner, upon execution of this Agreement, shall pay to the County the cost of recording this Agreement in the Public Records of Brevard County, Florida.

5. This Agreement shall be binding and shall inure to the benefit of the successors or assigns of the parties and shall run with the subject Property unless or until rezoned and be binding upon any person, firm or corporation who may become the successor in interest directly or indirectly to the subject Property, and be subject to the above referenced conditions as approved by the Board of County Commissioners on 12/1/16. In the event the subject Property is annexed into a municipality and rezoned, this Agreement shall be null and void.

6. Violation of this Agreement will also constitute a violation of the Zoning Classification and this Agreement may be enforced by Sections 1.7 and 62-5, Code of Ordinances of Brevard County, Florida, as may be amended.

7. Conditions precedent. All mandatory conditions set forth in this Agreement mitigate the potential for incompatibility and must be satisfied before Developer/Owner may implement the approved use(s), unless stated otherwise. The failure to timely comply with any mandatory condition is a violation of this Agreement, constitutes a violation of the Zoning Classification and is subject to enforcement action as described in Paragraph 6 above.

IN WITNESS THEREOF, the parties hereto have caused these presents to be signed all as of the date and year first written above.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
OF BREVARD COUNTY, FLORIDA
2725 Judge Fran Jamieson Way
Viera, FL 32940

Scott Ellis, Clerk
(SEAL)

Curt Smith, Chairman
As approved by the Board on _____

(Please note: You must have two witnesses and a notary for each signature required. The notary may serve as one witness.)

WITNESSES:

DEVELOPER/OWNER

Susan M. Mock
Susan M. Mock
(Witness Name typed or printed)

Albert & Susan Heredia

160 Kadlac Dr. Merritt Island, FL. 32952

Paul Body
Paul Body
(Witness Name typed or printed)

Albert & Susan Heredia
(President) Susan Heredia
Albert Heredia Susan Heredia
(Name typed, printed or stamped)

STATE OF Florida §

COUNTY OF Brevard §

The foregoing instrument was acknowledged before me this 9th day of December, 2016, by Albert Heredia owner, President of _____, who is personally known to me or who has produced FL DL as identification.

My commission expires
SEAL
Commission No.:

Jennifer Jones
Notary Public
Jennifer Jones
(Name typed, printed or stamped)



STATE OF FLORIDA
COUNTY OF BREVARD

Albert Heredia, after being duly sworn, deposes and says:

The undersigned is the owner of the real property described as follows:

Lot 15 lying west of the County Road, according to Moore & Cantine Plat, as recorded in Plat Book 1, Page 63, of the Public Records of Brevard County, Florida.

There are no mortgages on the above described property

Dated this 9 day of December.

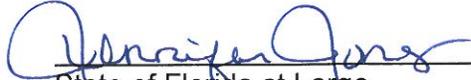


Signature

STATE OF FLORIDA
COUNTY OF BREVARD

The foregoing instrument was sworn to before me this 9th day of December, 2016, by Albert Heredia, who is personally known to me or who has produced FL ID as identification, and who did take an oath.

Notary Public:



State of Florida at Large
My Commission Expires:

(SEAL)



IV.B.4. (16PZ00086) – ALBERT HEREDIA & SUSAN KADLAC HEREDIA – request a change of classification from RU-1-11 to RU-2-4 on 1.20 acres, located on the west side of S. Tropical Trail, approx. 550 ft. north of Cone Rd. (110, 160, 120, and 140 Kadlac Dr., Merritt Island)

P&Z Recommendation: Moia/Barber – Approved with a BDP limited to four (4) units. Vote was unanimous.

BCC ACTION: Barfield/Pritchett – APPROVED with a BDP limited to four (4) units. Vote was unanimous. BDP TO BE SCHEDULED AS A CONSENT ITEM ON A SUBSEQUENT BCC AGENDA, PER POLICY BCC-52. RESOLUTION NUMBER TO BE ASSIGNED UPON RECEIPT OF RECORDED BDP.

DISTRICT 4

IV.B.5. (16PZ00092) FLORIDA PREMIER PROMENADE, LLC – (Tim Loomer) – requests a CUP for Alcoholic Beverages (beer & wine only) for On-Premises Consumption in Conjunction with a Restaurant in a BU-1 zoning classification, on 2,800 sq. ft., located on the west side of N. Wickham Rd., approx. 463 ft. north of Jordan Blass Dr. (6450 N. Wickham Rd., Units 111 – 112, Melbourne)

P&Z Recommendation: Aydelotte/Moia – Approved. Vote was unanimous.

BCC ACTION: Pritchett/Isnardi – APPROVED. Vote was unanimous. 16PZ00092.

VII. PUBLIC COMMENT

**PLANNING AND ZONING BOARD RECOMMENDATIONS OF NOVEMBER 7, 2016;
AND NORTH MERRITT ISLAND RECOMMENDATION OF NOVEMBER 10, 2016**

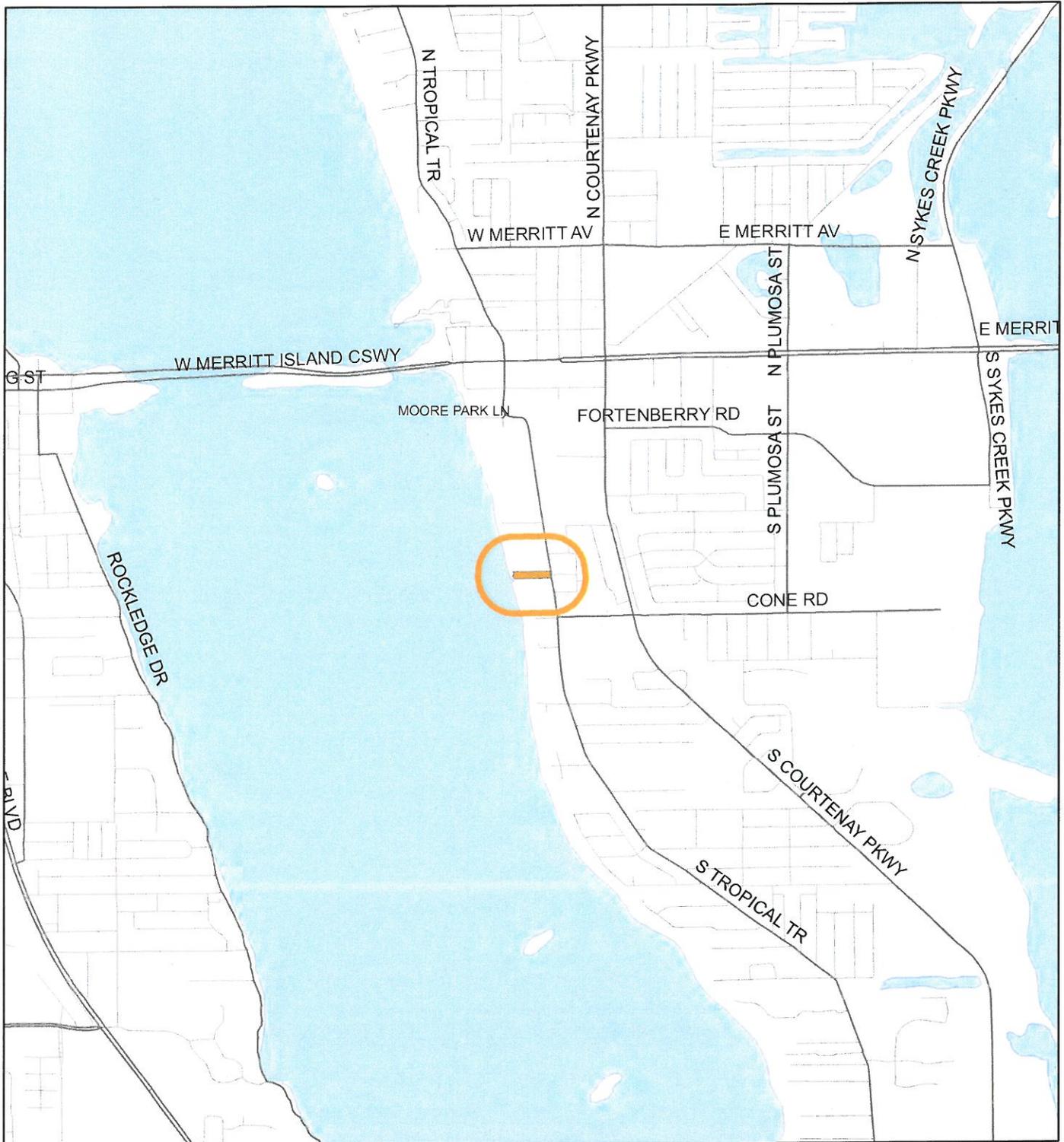
- Item IV.B.1. Melbourne Suites, LLC. Barfield/Isnardi, approved as recommended.
- Item IV.B.2. Home Depot USA, Inc. Barfield/Pritchett, tabled to the February 2, 2017, Zoning meeting.
- Item IV.B.3. Gregory D. Taylor and Rachael J. Fitzpatrick. Barfield/Isnardi, approved as recommended; and approved the hours of business being 11:00 a.m. to 11:00 p.m. five days a week, having landscape buffering on the north and east sides with Lemon Bamboo, and for the CUP to be in conjunction with retail.
- Item IV.B.4. Albert Heredia & Susan Kadlac Heredia. Barfield/Pritchett. Approved as recommended.
- Item IV.B.5. Florida Premier Promenade. Pritchett/Isnardi. Approved as recommended.
- Item IV.B.6. Seasons in the Sun, LLC. Pritchett/Barfield. **Approved with a BDP limiting density to 232 sites, and allowing all types of recreational vehicles with a minimum length of 22 feet**
- Item IV.B.7. Sharpes Executive Golf Course, Inc. Pritchett/Barfield. Approved as recommended.

**THE FOLLOWING ITEM WAS TABLED FROM THE OCTOBER 13, 2016, AND
NOVEMBER 10, 2016, NORTH MERRITT ISLAND MEETINGS**

- Item IV.B.8. Gerald Crayton, Trustee. Barfield/Pritchett, tabled to the February 2, 2017, Zoning meeting.

LOCATION MAP

HEREDIA, ALBERT AND HEREDIA, SUSAN KADLAC
16PZ00086



1:24,000 or 1 inch = 2,000 feet

Buffer Distance: 500 feet

 Buffer

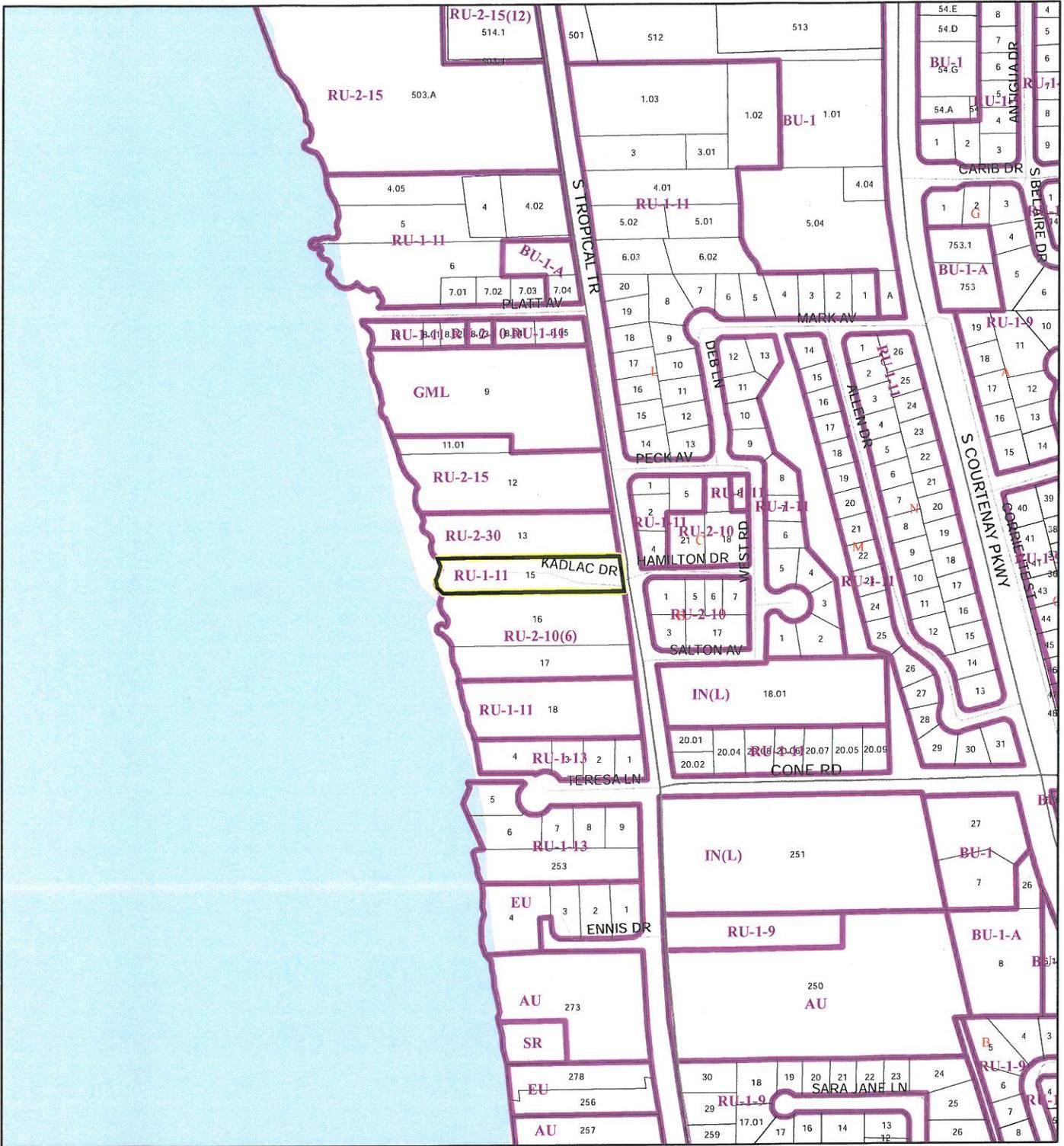
 Subject Property

This map was compiled from recorded documents and does not reflect an actual survey. The Brevard County Board of County Commissioners does not assume responsibility for errors or omissions hereon.

Produced by the Brevard County Planning and Zoning Office - GIS Section Date: 9/6/2016

ZONING MAP

HEREDIA, ALBERT AND HEREDIA, SUSAN KADLAC
16PZ00086



1:4,800 or 1 inch = 400 feet

- Subject Property
- Parcels
- Zoning

This map was compiled from recorded documents and does not reflect an actual survey. The Brevard County Board of County Commissioners does not assume responsibility for errors or omissions hereon.

Meeting Date
January 10, 2017



AGENDA	
Section	Consent
Item No.	#, A.2,

AGENDA REPORT
BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS

SUBJECT:	Approval RE: Work Order No. 2014-2680-A-010 for Design of the Wickham Road and Interlachen Road Intersection Improvements – District 4 (Fiscal Impact: \$143,000)
DEPT/OFFICE:	Public Works Department / Finance & Contracts Administration

Requested Action:

It is requested that the Board of County Commissioners approve Work Order No. 2014-2680-A-010 in the amount of \$143,000 for design of the Wickham Road and Interlachen Road Intersection Improvements; authorize staff to issue a Notice to Proceed to Atkins; and approve any necessary Budget Change Requests associated with this request.

Summary Explanation & Background:

On October 21, 2014, the Board of County Commissioners adopted Resolution No. 14-197, amending Resolution No. 12-245, pertaining to the County's Local Option Fuel Tax Revenue Bonds. This Board action allocated funds toward intersection improvements along Wickham Road.

After the required competitive selection process for professional services, on September 15, 2014, the Board entered into Professional Services Agreements with five (5) consultants, including Atkins (Contract #2680), to perform continuing consultant engineering services. The acquisition of the consultant professional services was obtained in conformance with Board Policy BCC-26 as well as statutory requirements. According to the statute, if the construction project exceeds \$2,000,000 the consultant contract cannot exceed \$200,000. The cost of this project is not expected to exceed \$2,000,000.

On November 15, 2016 Atkins submitted their proposal for engineering design services to address the overall functionality of the intersection of Wickham Road and Interlachen Road located in Suntree.

Design elements will include the following:

- Upgrade the existing single northbound left-turn lane to a dual northbound left-turn lane from Interlachen Road onto Wickham Road.
- Construct a new southbound left-turn lane from Interlachen into the Suntree Square Shopping Center to replace the existing single shared left-through-right-lane.
- Provide an eastbound left-turn protected-permissive movement from Wickham Road onto Interlachen Road using a 4 section Flashing Yellow Arrow.
- Replace the existing traffic signal strain poles with four new mast arms.
- Coordinate the traffic signal timing with the existing Wickham Road Corridor Intelligent Transportation Systems (ITS).
- Update pedestrian crossings to current standards.
- Prepare and submit permit applications with the St. Johns River Water Management District

In accordance with AO-29, Contract Administration, Section VI, Item A.1. (a), work orders initiated and approved under original contract shall be processed by Board authority when the work order amount is \$100,000 and greater.

Fiscal Impact: FY 2016/2017/2018 \$143,000 from the Local Option Gas Tax Fund 1163/265160

Clerk to the Board Instructions:

Exhibits Attached: Work Order No. 2014-2680-A-010

Contract /Agreement (If attached): Reviewed by County Attorney		Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>	PR <input type="checkbox"/>
County Manager	Assistant County Manager	Department Director / Extension				
Stockton Whitten	Assistant County Manager	John P. Denninghoff / 57202				

**Proposal to Provide
Professional Engineering Services
for
Wickham Road and Interlachen Road
Intersection Improvements
Brevard County, Florida**

Brevard County (County) is proposing to improve the safety and operation of the N. Wickham Road and Interlachen Road intersection. These improvements are proposed to address County concerns regarding the overall functionality of the intersection and the observed queue lengths of vehicles at the intersection. The proposed improvements are based on the recommendations within the Technical Memorandum completed by Kittelson & Associates dated April 9th, 2016 and consist of the following:

- Upgrade the existing single northbound left-turn lane to a dual northbound left-turn lane from Interlachen onto Wickham. Currently, the northbound left turn vehicle queue length impacts vehicles attempting to make southbound left-turn movements into the Suntime Square Shopping Center (Publix) driveway, located approximately 400 feet south of the intersection.
- Construct a new southbound left turn-turn lane from Interlachen into the Suntime Square Shopping Center (Publix) to replace the existing single shared left-through-right lane.
- Provide an eastbound left-turn protected-permissive movement from Wickham onto Interlachen using a 4 section Flashing Yellow Arrow (FYA).
- Replace the existing traffic signal strain poles with four new mast arms.
- Coordinate the traffic signal timing with the existing Wickham Road corridor ITS system.
- Upgrade pedestrian crossings to current standards.

ATKINS (Consultant) will prepare construction documents for the proposed roadway and signalization improvements as specified in the following scope of services.

SECTION 1 SCOPE OF SERVICES

TASK 1: GEOTECHNICAL SERVICES

Consultant will retain the services of a qualified geotechnical engineer to:

1. Conduct a subsurface field exploration for structural analysis and design of traffic signal poles. Four (4) SPT borings will be drilled at a depth of 35 feet below ground surface using a procedure similar to the Standard Penetration Test outlined in ASTM D-1586. One soil boring will be drilled on each corner of the intersection where a pole is proposed, if accessible to our truck-mounted drilling equipment. The borings will be drilled as close to the proposed pole foundation locations as access and existing structures/utilities dictate. The SPT borings will be drilled using a procedure similar to the Standard Penetration Test outlined in ASTM D-1586. The borings will be sampled at 18-inch intervals to 10 feet deep and at 5-foot intervals below 10 feet.
2. Four (4) auger borings will be drilled near the proposed turn lanes using a 3-inch diameter, hand-held bucket auger and sampled at each change in stratification. Each sample will be removed from the sampler or auger in the field and then examined and visually classified by our field personnel. Representative portions will be sealed and packaged for transportation to our laboratory for further

analysis as required. Water level observations will be made in the boreholes during the drilling operation.

3. Perform routine laboratory visual classification of the recovered soil samples in general accordance with the Unified Soil Classification System outlined in ASTM D-2488. Laboratory tests to aid in the visual classification (i.e., sieve analysis, Atterberg limits, organic content, etc.) may be conducted.
4. Provide geotechnical engineering analysis and report to evaluate general subsurface conditions and to develop engineering recommendations to guide pole foundation design.
5. Engineering analysis of all data obtained will be made to evaluate general subsurface conditions and to develop engineering recommendations to guide site preparation for the turn lane area and foundation support for the mast arm signal poles. In addition, a typical pavement section in general accordance with Brevard County Road and Bridge Specifications for the turn lane areas will be provided.
6. Soil parameters to be used in the design of the drilled shaft foundations and estimated from the results of the borings will be provided. An estimate of the normal seasonal high groundwater table level at the boring locations will also be provided.
7. Recommendations for the turn lanes and signal pole foundations, together with all data developed during the exploration, will be submitted in a written report upon conclusion of the study.

TASK 2: REVIEW CONCEPT DEVELOPMENT PLAN

1. ATKINS will review and provide direction to County Staff on the 30% Concept Development Plan for the proposed improvements at Wickham Road and Interlachen Road.
2. The 30% Concept Development Plan will be drafted by County Staff and will be based on the survey provided by the County (including a terrain model in 3-D DTM format), the Concept Sketch provided by the County and existing utility information obtained by Sunshine One-call Design Ticket (Task 7, provided by ATKINS). The Concept Development Plan will be drawn to scale and will show the necessary components required to construct the intersection improvements, including pavement, sidewalks, signage, pavement markings, drainage improvements, proposed mast arm locations and preliminary right of way and/or easements required.
3. The geometry and length of the turn lanes will be based on the Traffic Memorandum provided by the County. Design lane widths will be coordinated with the County if necessary to minimize and/or avoid right-of-way impacts to adjacent property. The ability to make simultaneous left turns through the intersection will also be verified.
4. ATKINS will review the available roadway plans of the project intersection provided by the County and information provided by utility owners to identify overhead and underground utilities (including sanitary sewer and storm sewer) that may be affected by the construction of the proposed improvements. The consultant will also conduct a site visit to identify other features that may be affected such as drainage, signage and traffic signals, etc. Potential right of way impacts will be identified, including the need for construction easements.
5. Based on the 30% Concept Development Plan provided by the County, a cost estimate for the construction of the intersection improvements will be developed. FDOT unit construction costs will

be used to determine prices on all items. An estimated allowance will be assumed for the proposed mast arms. The estimate will not include land acquisition costs.

6. The 30% Concept Development Plan will be incorporated into the development of the Roadway Plans in Task 3.

TASK 3: ROADWAY PLANS

1. Based on the Survey and 30% Concept Development Plan provided by the County the Consultant will prepare design and construction documents for the selected intersection improvements to support the proposed intersection improvements. The construction drawings will follow FDOT Plans Preparation Manual format, the following drawing sheets (11" x 17" format) are anticipated:
 - Key Sheet,
 - Typical Section,
 - Quantities Summary,
 - Roadway Plan-Profile,
 - Cross Sections,
 - Utility Adjustments,
 - Stormwater Pollution Prevention Plan,
 - Selective Clearing and Grubbing,
 - Signing and Pavement Marking Plan,
 - Construction Details
 - Signalization Plans (Task 3)
 - Applicable MOT details (Design Index 600 series).
2. The 90% Construction Drawings plan set will be submitted to the County for review. Based on County review the plans will be revised and resubmitted as 100% Construction Documents for approval by the County.
3. The plans will identify right of way and/or easements required for the proposed improvements.
4. Prepare two (2) estimates of probable construction costs based on 90% and 100% Construction Documents (CD's). The estimate will not include land acquisition costs.
5. This task also includes the design of inlets and stormsewer within the project area to provide drainage to the existing and proposed roadway improvements. Drainage structure information will be included in the plan sheets listed above.
6. The plan set will include applicable MOT detail sheets from the FDOT Design index 600 series.
7. Provide technical specification for the project based on latest Brevard County specifications (provided by County) and State design criteria. Specifications shall be submitted to Brevard County for review with the 90% and 100% design submittal.

TASK 4: SIGNALIZATION PLANS

1. Upon completion of the survey, SUE and County's review of the mast arm concept, Atkins will prepare signalization plans in accordance with the Brevard County standards and preferences, the Florida Department of Transportation (FDOT) standards and the Manual on Uniform Traffic Control Devices (MUTCD). The traffic signal design will incorporate a mast arm pole design layout in accordance with FDOT mast arm standards and Brevard County's preferred signal configuration. The signalization plans will be prepared in 11 inch x 17 inch format and will include the following sheets as a minimum:
 - (a) Key sheet,
 - (b) Quantity sheet,
 - (c) General note sheet,
 - (d) Signalization plan sheet,
 - (e) Utility location plan sheet,
 - (f) Mast arm dimension sheet
 - (g) Mast arm assemblies design table sheet,
 - (h) ITS network diagram connection sheet,
 - (i) Fiber optic cable splicing diagram sheet.

The signalization modification plans will be developed in coordination with the roadway improvement plans and will be submitted to the County for review with the 90% Construction Documents submittal. Based on County review the plans will be revised and resubmitted as 100% Signalization Plans for approval by the County.

2. The design will feature LED signal heads, video detection, and overhead street name signs in accordance with FDOT approved materials. Connection to the existing Wickham Road traffic responsive signal system is included in this scope of work.
3. The new signal will be tied to an existing ITS system along Wickham Road that operates a traffic responsive system to control the traffic signals along Wickham Road.
4. Atkins will provide Brevard County with cost estimates for the construction of the traffic signals at the 90% and 100% submittals.
5. Mast Arm Structural Design: Based on County approval of the 100% Signalization plans Atkins will develop the structural design of the proposed mast arms, including a structural design evaluation of the signal poles and foundations. If the geotechnical information is found to be consistent with what was used to develop the FDOT standard signal poles and arms then FDOT standard design details will be used. However, if the geotechnical information is found to be different from the standard assumptions then a full structural design will be performed.

TASK 5: PERMITTING

The Consultant will prepare and submit permit applications with accompanying Construction Plans, and other documentation as required and defined in this scope for agency review, coordinating each submittal with the Client as necessary. The following permit(s) are anticipated:

Brevard County Public Works / Right of Way:

The Consultant shall prepare and submit plans, specifications and cost estimates for review by the County Public Works Department. The consultant will incorporate the County's comments in the construction documents. The following review submittals are anticipated:

- 90% Construction Drawings
- 100% Construction Drawings (For Approval).

SJRWMD:

St. Johns River Water Management District (SJRWMD) Administrative Permit Modification: The Consultant shall prepare and submit a request for an administrative change to the existing SJRWMD permits for Wickham Rd and Interlachen Rd. If there is not an existing permit, the Consultant will prepare and submit a request for permit exemption for the proposed improvements. It is assumed that this project will qualify for an Administrative Permit Modification or Exemption under F.A.C. Chapter 62-330.05 Exempt Activities (c) Minor roadway safety construction, alteration, or maintenance and operation.

TASK 6: COORDINATION AND MEETINGS

The Consultant anticipates attending a total of up to four (4) meetings with the County during the concept development and plan review process as follows:

- Utility Provider Coordination Meeting
 - 30% Concept Design – coordination and review meeting.
 - 90% Construction Drawings – County comment review meeting.
 - 100% Construction Drawings – Atkins response review meeting.
1. The Consultant will file a Sunshine One-Call Design Ticket to obtain listed utility providers with facilities within the project area, including FP&L, AT&T, Bright House Networks, NUI City Gas Company, Brevard County Utilities, and City of Melbourne Utilities Department to obtain available information regarding existing utilities within the proposed project limits. Based on the utilities listed on the design ticket the Consultant will provide a Notice to Utility Owner Providers (NTUP) of the proposed improvements. A record of notification to each utility provider will be provided to the County. This record will either consist of an email confirming electronic delivery, certified mail, or fedx/ups delivery record.
 2. The Notice to Utility Owners will also include a draft Concept Plan provided by the County.
 3. The Utility Coordination Meeting will be conducted after completion of the survey and prior to completion of the 30% Concept Development Plans.

TASK 7: UNDERGROUND UTILITY LOCATION SERVICES (SUE)

Atkins will retain the services of a qualified professional to provide SUE at the four (4) proposed mast arm locations. This task also includes up to 4 test holes to verify the location, size and depth of any underground utilities that may be in conflict with the proposed roadway improvements. The test hole locations will be provided by Atkins based on the 30% Concept Design plans prepared in Task 3 after review by the County. A maximum of 20 test holes will be performed.

PROJECT SURVEY REQUIREMENTS – PROVIDED BY COUNTY

The County shall provide the project survey as noted in the following requirements:

Road route survey, including right-of-way and topographic survey, of the intersection of Wickham Road and Interlachen Road. Survey shall begin at the intersection of Wickham Road and Interlachen and run northerly 400 ft, southerly 1,000ft, easterly 600 ft, and westerly 600 ft, and shall include the following tasks:

1. Establish right-of-ways and vertical control for topographic collection along Wickham Road and Interlachen Road within the project limits.
2. Locate all existing improvements including traffic signal poles, pavement marking, pavement, walks, trees, storm structures, visible utilities, and other above ground features within the project limits.
3. Locate existing power poles and record the elevation of existing power, communication and cable lines within the intersection.
4. Provide a Topography/Digital Terrain Model (DTM)(3D); Locate all above ground features and improvements for the limits of the project by collecting the required data for the purpose of creating a DTM with sufficient density. Shoot all break lines, high and low points. Effort includes field edits, analysis and processing of all field collected data, existing maps, and/or reports.
5. Locate underground utility improvements based on information provided by utility providers and Sunshine One-Call field locates.
6. Locate the alignments, inverts and pipe diameters of storm and gravity sewers.
7. Coordinate with Subsurface Utility Exploration (SUE) contractor to record the locations and depths of subsurface utilities located by the SUE contractor at the four proposed mast arm locations and update the project survey.
8. Prepare a detailed drawing of recovered information under the guidelines and requirements set forth by Brevard County accompanied with checklist.
9. A survey base line will be established and monumented.
10. Follow Brevard County standards checklist for topographic and right-of-way mapping.
11. Cadd drafting and mapping of the project area.
12. Survey will be referenced to the state plane coordinate system.

All surveys shall meet minimum technical standards adopted by the Florida Board of Professional Surveyors and Mappers as set forth in Chapter 61G-17 F.A.C.

SECTION 2 ASSUMPTIONS AND EXCLUSIONS

1. Application fees, impact fees and any other fees required by regulatory agencies are considered a direct expense to the County.
2. It is assumed that the site does not contain hazardous materials.
3. The project scope is based upon the proposed improvements depicted in the Technical Memorandum by Kittelson & Associates Dated April 9, 2016.
4. Design and permitting of any offsite improvements, other than those identified herein, are not included in this proposal.
5. The design pavement section is assumed to match the existing pavement structure for Wickham Rd and Interlachen Rd.
6. Stormwater and stormsewer design is limited to the proposed roadway improvements and adjacent right of way. Offsite drainage studies and/or modifications to offsite drainage facilities is not included in this proposal.
7. Structural design scope is as noted in Task 4. FDOT standard structures will be specified for all proposed drainage structures. The structural design of special structures that may be required to address special design conditions or conflicts is not included in this scope.
8. SJRWMD permitting is limited to administrative modification or exemption, ACOE and FEMA permitting are considered an additional service.
9. It is assumed that the proposed facilities will not require relocation of major utility facilities. Design and permitting of major utility relocation is not included in this proposal.
10. It is assumed the survey data file provided by the County will include a terrain model in 3-D DTM format.
11. It is assumed the Maintenance of Traffic Plan (MOT) will be the responsibility of the Contractor and that the contractor will submit the MOT plan to the County for approval prior to the commencement of construction. MOT plans and construction phasing is not included in this proposal.
12. The Contractor shall provide record drawings, prepared by a land surveyor registered in the State of Florida, to the County and Atkins.
13. It is assumed that the Contractor will be responsible for preparation and submittal of the FDEP NOI for the project prior to construction and N.O.T upon completion of construction.
14. Submittal of the Issue for Bid package is limited to updating the Cover Sheet, Title Pages and Title Blocks of the Drawings, Specifications and Cost Estimates to "Issue for Bid", and adding the county bid number and bid date to the bid documents. Other revisions or changes to the construction documents are considered an additional service.
15. Easements, Legal Descriptions, Land Acquisition, Bid Phase and Construction Phase Services are not included in this scope of work.

SECTION 3 SCHEDULE & DELIVERABLES

The following schedule is anticipated:

- A. Draft 30% Concept Plan provided by County: Twenty-one (21) days from receipt of the County Survey.
- B. Notice to Utility Providers (NTUP): Fourteen (14) days from receipt of the Draft 30% Concept Plan.
- C. Utility Coordination Meeting: Twenty-eight (28) days from NTUP.
- D. 30% Concept Development Plan completion by County: Twenty-eight (28) days from the Utility Coordination Meeting.
- E. 90% Construction Documents submittal to Brevard County: Sixty (60) days from receipt of 30% Concept Development Plans.
- F. Review by County Staff: The review time is assumed to be approximately twenty-one (21) days.
- G. 100% Construction Documents submittal to Brevard County for approval: Twenty-eight (28) days from receipt 90% County Review Comments.

The following will be provided by the County to ATKINS:

- A. Project Survey,
- B. Draft 30% Concept Development Plans,
- C. 30% Concept Development Plans (Roadway Plans, Mast Arm Locations) ,

The following deliverables will be provided to the County:

- D. Copy of NTUP,
- E. 30% Concept Development Cost Estimate for County review ,
- F. Results of SUE work,
- G. 90% Construction Documents (Roadway Plans, Traffic Signal Plans, Specifications and Cost Estimate; for County Review,
- H. 100% Construction Documents (Roadway Plans, Traffic Signal Plans, Specifications, and Cost Estimate; for County Approval,
- I. 100% Traffic Signal Mast Arm Structural Design; for County Approval,

SECTION 4 COMPENSATION

The proposed scope of services will be provided on a lump sum basis administered pursuant to the provisions of our master contract dated September 15, 2014, and invoiced monthly based on the percentage of completion of the overall project.

Task 1: Geotechnical Services	\$	7,000
Task 2: Concept Design	\$	12,000
Task 3: Roadway Plans	\$	70,000
Task 4: Signalization Plans	\$	29,000
Task 5: Permitting	\$	10,000
Task 6: Coordination and Meetings	\$	7,000
Task 7: Subsurface Utility Exploration (SUE) Services	\$	8,000
<hr/>		
TOTAL	\$	143,000

Meeting Date
January 10, 2017



Section	Consent
Item No.	II D 1

AGENDA REPORT

BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS

SUBJECT:	Approval of Budget Change Request(s)					
DEPT/OFFICE:	Budget Office					
Requested Action:	It is requested that the Board of County Commissioners review and approve the attached Budget Change Request(s) / BCR's					
Summary Explanation & Background:	<p>In accordance with the Budget and Financial Policy (BCC-21), the attached budget change request(s) are being submitted for review and approval by the Board of County Commissioners.</p> <ul style="list-style-type: none"> • BCR # 20170109 – Recognize Capital Balance Forward for South Beach Lift Stations(B-8 and B-11) to ensure prompt payment to the contractor. This project was approved in FY 15-16 and under construction at the beginning of FY 16-17. • BCR # 20170079 – Transfer funding for South Beach Lift Stations (S09 and S15) to ensure timely commencement of previously approved bond project which must be completed in accordance with bond requirements. 					
Clerk to the Board instruction:						
Exhibits Attached						
Contract /Agreement (If attached):	Reviewed by County Attorney	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	PR <input type="checkbox"/>
County Manager	Assistant County Manager		Department Director / Extension			
Stockton Whitten	Assistant County Manager		Jill Hayes, Director 633-2153			



**Budget Change Request (Form BCC-114)
Brevard County Budget Office**

FUND: 4157 **Department:** UTILITY SERVICES DEPARTMENT
Date: 12/07/2016 **Program:** COUNTY CAPITAL
Type of Request: LINE ITEM TRANSFER

Revenue Change:

Expenditure Change:

CAPITAL EXPENDITURES	\$368,493
CAPITAL EXPENDITURES	(\$368,493)

Total: \$0

Total: \$0

Justification:

This Budget Change Request is to transfer funds from the South Beach Blower Replacement project to the South Beach Lift Stations S09 and S15 projects. These two projects came in over the engineers estimated construction cost. These are Bond projects which necessitates them to progress in a timely manner. Funds are available in the South Beach Blower Replacement as construction will not begin in time to utilize bond funding which expires 9/2017, other funding will be assigned to this project.

Alternative:

Without this Budget Change Request funds will not be available to continue with the South Beach Lift Station S09 and S15 will not be completed.

SAP Document Number:

50012130

Approval:

JEHELMER	APPROVED 12/07/2016
KLPETTERS	APPROVED 12/13/2016
JJHAYES	APPROVED 12/13/2016
SEWHITTEN	APPROVED 01/04/2017

APPROVED IN REGULAR SESSION
BOARD OF COUNTY COMMISSIONERS

THIS _____ DAY OF _____ 20__

Scott Ellis, Clerk

BY: _____ D.C.

BCR Log No. 20170079

Meeting Date
January 10, 2017



AGENDA	
Section	CONSENT
Item No.	<i>II, D, 2,</i>

AGENDA REPORT
BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS

SUBJECT:	ACKNOWLEDGE RECEIPT OF THE 2017 MEETING SCHEDULE FOR THE ROCKLEGE COMMUNITY REDEVELOPMENT AGENCY
DEPT/OFFICE:	BUDGET OFFICE

Requested Action:

It is requested that the Board acknowledge receipt of the 2017 meeting schedule for the Rockledge Community Redevelopment Agency.

Summary Explanation & Background:

In accordance with Florida Statute 189.015(1), the Rockledge Community Redevelopment Agency is submitting its 2017 meeting schedule to the Board of County Commissioners.

Florida Statute 189.015 (1) reads as follows: (1) The governing body of each special district shall file quarterly, semiannually, or annually a schedule of its regular meetings with the local governing authority or authorities. The schedule shall include the date, time, and location of each scheduled meeting.

Fiscal Impact: There is no financial impact.

Clerk to the Board instruction: Maintain necessary documents for records retention.

Exhibits Attached: 1) 2017 Meeting Schedule Rockledge Community Redevelopment Agency

Contract /Agreement (If attached):	Reviewed by County Attorney	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	PR	<input type="checkbox"/>
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County Manager	Assistant County Manager	Department Director / Extension
Stockton Whitten		Jill Hayes/52857

December 5, 2016

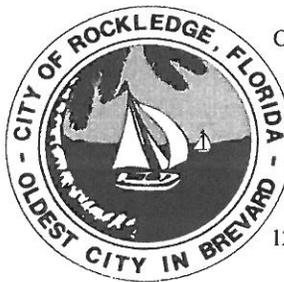
Mr. Stockton Whitten, County Manager
Brevard County
2725 Judge Fran Jamieson Way – Bldg. C
Viera, FL 32940

Dear County Manager Whitten,

Section 189.417(1), Florida Statutes, sets forth that community redevelopment agencies are required to file, on a quarterly, semiannual, or annual basis, a schedule of their regular meetings with their taxing authorities.

At its meeting on November 30, 2016, the Rockledge Community Redevelopment Agency Board of Commissioners unanimously adopted the following meeting schedule for 2017, and the approved meeting dates are as follows:

- ∞ January 25
- ∞ February 22
- ∞ March 22
- ∞ April 26
- ∞ May 24
- ∞ June 28
- ∞ July 26
- ∞ August 23
- ∞ September 27
- ∞ October 25
- ∞ November 29



CHERYL HAWKINS VALDEZ
Redevelopment Coordinator
Community Redevelopment Agency

221-7540
PHONE: (321) ~~305-4975~~
FAX: (321) 806-3974
E-mail: cvaldez@cityofrockledge.org
www.chooserockledge.com

123 BARTON BLVD., SUITE 103
ROCKLEDGE, FL 32955

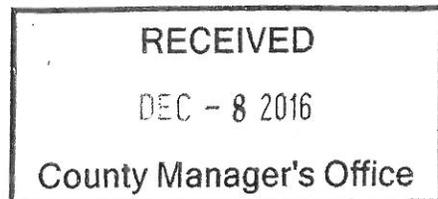
"Community Redevelopment Agency—"...Community Matters

With the exception of the month of November, all meetings are the fourth Wednesday of the month. All meetings take place at 5:30 p.m. in the Council Chamber of Rockledge City Hall.

If you have any questions or require additional information, please contact me. Thank you!

Sincerely,

Cheryl Hawkins Valdez
Redevelopment Coordinator



Meeting Date
January 10, 2017



AGENDA	
Section	CONSENT
Item No.	<i>H.D.3.</i>

AGENDA REPORT
BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS

SUBJECT:	ACKNOWLEDGE RECEIPT OF THE BAYTREE COMMUNITY DEVELOPMENT DISTRICT RECORDS OF PROCEEDINGS OF THE OCTOBER 20, 2016 MEETING
DEPT/OFFICE:	BUDGET OFFICE

Requested Action:

It is requested that the Board acknowledge receipt of the Baytree Community Development District Records of Proceedings of the Board of Supervisors meeting held on October 20, 2016.

Summary Explanation & Background:

In accordance with Florida Statute 189.015(1), the Baytree Community Development District is submitting its record of proceedings of the meeting held on October 20, 2016.

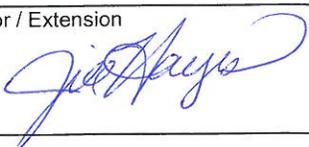
Florida Statute 189.015 (1) reads as follows: (1) The governing body of each special district shall file quarterly, semiannually, or annually a schedule of its regular meetings with the local governing authority or authorities. The schedule shall include the date, time, and location of each scheduled meeting.

Fiscal Impact: There is no financial impact.

Clerk to the Board instruction: Maintain for records retention

Exhibits Attached: 1) Baytree Community Development District, Records of Proceedings of the Board of Supervisors meeting held on October 20, 2016

Contract /Agreement (If attached): Reviewed by County Attorney Yes No PR

County Manager	Department Director / Extension
Stockton Whitten 	Jill Hayes / 52857 
Assistant County Manager	

Baytree
Community Development District

135 W. Central Blvd. Suite 320 Orlando, FL 32801
Phone: 407-841-5524 - Fax: 407-839-1526

Memorandum To: Melissa DeFrancesco
Atkins North America, Inc.
7175 Murrell Road
Melbourne, Florida 32940

RE: Records of Proceedings of the Board of Supervisors meetings held on
October 20, 2016

Date: December 14, 2016

From: Lauren Vanderveer
GMS-CF Administrative Assistant

Enclosed is a copy of the record of proceedings of the meetings held on October 20, 2016. Please keep them on file for public access, during normal business hours.

Enclosures

Cc: For information purposes only:

Mr. Stockton Whitten
Brevard County Manager
2725 Judge Fran Jamieson Way, Bldg. C
Viera, FL 32940



MINUTES OF MEETING
BAYTREE
COMMUNITY DEVELOPMENT DISTRICT

The October 5, 2016 meeting of the Board of Supervisors of the Baytree Community Development District was recessed and reconvened Thursday, October 20, 2016 at 1:30 p.m. in the Baytree National Golf Links Meeting Room, 8207 National Drive, Melbourne, Florida.

Present and constituting a quorum were:

Nancy O'Hare	Chairperson
G. Melvin Mills, Jr.	Supervisor
Maria Hernandez	Supervisor
Edward Rizzotti	Supervisor

Also present were:

Jason Showe	District Manager
Michael Pawelczyk	District Counsel
Christian Ossa	District Engineer
Brian White	Field Operations
Kim Rezanka	Special Counsel
Tim Mercadante	Resident by telephone
Several Residents	

FIRST ORDER OF BUSINESS

Roll Call

Ms. O'Hare called the meeting to order.

Mr. Showe called the roll.

Mr. Mills led the pledge of allegiance.

The Second Item of Business was taken later in the meeting.

THIRD ORDER OF BUSINESS

Community Updates

A. Security

The security report was presented at the October 5, 2016 meeting.

B. BCA

There being none, the next item followed.

FOURTH ORDER OF BUSINESS

Approval of the Minutes of the August 3, 2016 Board of Supervisors Meeting and Acceptance of the Minutes of the August 3, 2016 Audit committee Meeting

Ms. Hernandez: On page 1 the bottom paragraph it should be Natural Resources not National Resources. The other change is on page 7 towards the bottom where Mr. Mercadante is speaking and it should be preempt.

On MOTION by Mr. Mills seconded by Ms. Hernandez with all in favor the minutes of August 3, 2016 Board of Supervisors meeting were approved as amended.

On MOTION by Mr. Mills seconded by Mr. Rizzotti with all in favor the August 3, 2016 Audit Committee meeting minutes were accepted.

FIFTH ORDER OF BUSINESS

New Business

A. Consideration of Agreement with Grau & Associates to Provide Auditing Services for Fiscal Year 2016

Mr. Showe: This is inline with the agreement for the selection process that we did. We also handed out to you an addendum to that contract, which just includes the public records laws and the public records disclosure that is required in all of our contracts now.

On MOTION by Ms. Hernandez seconded by Mr. Mills with all in favor the agreement with Grau & Associates to perform the Fiscal Year 2016 audit and the addendum were approved.

B. Discussion of Line of Credit

Mr. Showe: The bank wanted confirmation that the Board would still like to have the line of credit that we have had for several years. The line of credit is for \$100,000 with the same terms and the fee is \$175 to initiate it with an annual fee of \$150.

On MOTION by Mr. Rizzotti seconded by Ms. Hernandez with all in favor continuation of the \$100,000 line of credit was approved.

C. Consideration of Resolution 2017-01 Amending the Fiscal Year 2016 Budget

Mr. Showe: Resolution 2017-01 amends the Fiscal Year 2016 budget. We made some adjustments to the legal, engineering, capital reserve and community beautification line items.

On MOTION by Mr. Mills seconded by Mr. Rizzotti with all in favor Resolution 2017-01 was approved.

D. Consideration of Resolution 2017-02 Declaring Vacancies in Certain Seats

Mr. Pawelczyk: Nobody qualified for seats 1 and 2 and Resolution 2017-02 declares the vacancies and within 90 days after those terms are scheduled to begin, which is the second Tuesday following the election, you will fill those seats. The individuals who currently sit in seats 1 and 2 will be holdover supervisors until those seats are filled.

Ms. O'Hare: Do we have to publish any kind of notice in reference to accepting applications for appointment to the Board?

Mr. Pawelczyk: No you are not required to do anything other than to declare that there is a vacancy and to fill the seat within 90 days. It's really up to you.

On MOTION by Ms. Hernandez seconded by Mr. Mills with all in favor Resolution 2017-02 was approved.

E. Discussion of Vacant Seats

It was the consensus of the Board to post a sign at the front notifying residents that there are vacancies on the Board and direct them to the website that if they are interested to contact the District Manager's office and a notice will go in the next newsletter.

SECOND ORDER OF BUSINESS

Discussion of SCCU Landscaping with Special Counsel

Ms. Rezanka: We went before the county commission for the appeal of the Natural Resources opinion that said the buffer is fine it meets code. I did a letter of appeal stating it may

meet code but it doesn't meet with the new development agreement that we entered into. The landscape architect, Wilson McBurney wasn't available Tuesday and Space Coast Credit Union showed up with their landscape architect, she gave a presentation and the item was tabled until November 1st. We need a landscape architect to be present to give a full presentation at the commission meeting.

Mr. Mercadante: We sent a letter signed by over 80 residents to the commission last October and I sent Mr. Smith a letter on May 1 saying you need to be at the CDD meeting and it showed before and after pictures and when he got to the meeting he claimed not to have any knowledge of the commitments that were made on the record even though they were stated right there in letter form along with the pictures and it sounded like he was trying to move on and they were done and they were denying our appeal for a postponement. We can get a letter out to everybody and we should have an article in Florida Today and have the media there and news crews.

Ms. Rezanka: The media was there for this issue. Petitions don't work it needs to be individual homeowners, individually sending emails. I like your line of argument and I think you ought to send that to each commissioner. It doesn't matter what you sent in October last year or May of this year or August of this year it is what is going on now that matters. Anyone can send an email to the commissioners and say this is what is going on now, they violated the agreement, it may meet a type A buffer but it is not solid and we were promised a solid buffer. That needs to be done. Emails need to be sent now and people need to show up at the meeting. If the commission doesn't do the right thing there is an opportunity to file a petition for a cert about this interpretation at the circuit court level. With your permission I will have a court reporter there November 1st and you can make the decision with whatever happens after that.

Mr. Mills: I suggest we have all the VM's ask all the people to attend this meeting on November 1st because it is a community issue.

Mr. Mercadante: I suggest that all the Board Members attend as well.

Mr. Mills: I suggest that Mike also attend the meeting.

Mr. Mercadante left the telephone conference at this time.

Mr. Pawelczyk: Kim is asking the public to get together and address the commissioners. This is not the CDD going along, the public shouldn't rely on the CDD because the public has more weight with the commissioners than the CDD or any one of you Board Members.

Mr. Showe: If we are unsuccessful in the appeal we have until the end of January to get our \$30,000 from Space Coast Credit Union. We provided you the updated and revised plan from the landscaper and totals \$52,000. It may be beneficial if we are not successful in the appeal that we authorize Mr. Mills to make that deposit so we can show we spent \$30,000 to recoup the \$30,000.

Ms. O’Hare: I don’t want to rely on the fact that we put a deposit down. We need to get that stuff in there by the end of January so we don’t lose out on the \$30,000.

After further Board discussion the following action was taken:

On MOTION by Mr. Mills seconded by Mr. Rizzotti with all in favor staff was authorized to proceed with the District’s portion of the Kingswood Way landscaping project in an amount not to exceed \$55,000 with Tropic-Care Landscape and the proper District officials were authorized to execute an installment agreement when prepared with a start date to be after November 1.

SIXTH ORDER OF BUSINESS

CDD Action Items/Staff Reports

A. CDD Action Items

Mr. Showe: As soon as we get this plan going for the tree removals they will all be taken care of. A motion at the last meeting approved a message Board at the rear gate in an amount not to exceed \$4,000 and with the electrical work it came out to \$4,027 and I would like approval of that.

On MOTION by Mr. Mills seconded by Mr. Rizzotti with all in favor the additional \$27 expenditure for electrical for the message board at the rear gate was approved.

The purchase of benches was put on hold for the present time.

Mr. Mills: The Board also needs to be aware that we have a lot of requests for pepper tree removal. We are going to do one area a month because the most expensive one is \$3,500.

Mr. Showe: We have that recorded and Dave said it is the largest pepper tree that he has ever seen. We have probably about four or five of these that are sticking out now and we talked to Mel so we think that we are just going to do one a month. It will take them a little while to do each one anyways so if any residents are asking about pepper tree removal we have a lot of projects going on and the landscapers will need to get some staff onsite. I think the top priority

at this stage would be the buffer and then we will start moving through everything else. I also made several contacts with the County Emergency Management and I could not get a time frame on when they are going to pick up the debris from the hurricane. There is an alternate contractor that they are using for FEMA and it is not your regular waste provider. They have a contract and a designated area for each contractor and he will get here when he gets here.

Mr. Mills: They were in Lanford Court this afternoon. It is the first right after you turn onto Old Tramway.

Ms. Hernandez: The County does put out emails on it and they lists the towns that they are going to next.

Mr. Mills: We have homeowners that are putting their rubbish on CDD property. It might be good for you to please to ask residents to refrain from doing that. On National Drive there is a big pile of garbage on the right hand side coming in and it is on CDD property. I had proposed that we plant some miniature palm trees there but we cannot plant them until the debris is moved so if you AVMs and VMs could get that out to the residents that would be appreciated.

Resident: This project that we just approved for landscaping, lets call it the Kingswood Way Landscaping Project because the buffer is what they are supposed to do. I don't want someone to be reading our minutes and be confused. Lets called it the Kingswood Way Landscaping Project and the buffer is SCCU's responsibility because they are supposed to buffer our property.

Ms. O'Hare: Do we know anything about the cement pads for the mailboxes from the Miami Curb?

Mr. Showe: The Engineer has that on his report.

B. Additional Staff Reports

i. Attorney

There being none, the next item followed.

ii. Engineer

Mr. Ossa: Are we scheduled to proceed with the design to do the mitigation on the drainage on the shoulder of Kingswood Way?

Mr. Showe: The Board is going to have more discussion on that. The Board will have to determine based on the Engineer's recommendation if their building caused the drainage issue.

Mr. Ossa: We did an assessment of all the mailboxes that were rotated and out of the 15 mailboxes three already have sidewalk access, out of the 15 three had an adjacent driveway. There were 12 locations where a sidewalk could be added.

Mr. Showe: We will have sidewalks that need to be fixed due to tree removal and we can coordinate that contract with sidewalks for the mailboxes. It is an extra panel to what you already have for our sidewalk in 12 locations so it shouldn't be that expensive.

Ms. O'Hare: I would like to have some idea of the cost before we proceed. The storm drains that are parallel with the road have grates on top and it catches all of the debris. There are others where the curb is like an overlap and there is just a space and everything goes right down into the storm drain. The one in front of my house I had to pull huge branches out of. Is there anything that can be put in there that would block it? There is nothing there to stop anything from going down.

Mr. Showe: I will check with Melissa when she gets back.

Mr. Ossa: There were two locations for lake bank restoration in the budget that are two feet from the property line, there were five other sites we evaluated that are five feet from the property lines.

Mr. Showe: We budgeted \$15,000 and you can provide us a scope and estimated prices for at least the two feet and five feet ones.

Mr. Pawelczyk: When you bid get a bid for the two feet ones and an alternate for the five feet ones and depending on the prices that come in the Board can make a determination as to which ones we do.

iii. District Manager's Report

There being no additional report, the next item followed.

1. Field Manager's Report

Mr. White: The report that you have in your agenda packet is a couple weeks old and some things have changed since Hurricane Matthew. The swimming pool is operating properly

and the hurricane did blow over some of the lighting covers. I think we are going to be looking into replacing those.

Mr. Showe: Yes we are taking that opportunity because all of those fixtures are really old and even in their best days, it is hard to get the globes to stay on there. We took down the globes before the storm and some blew over that we couldn't get out and we decided that we are going to take a look at that entire lighting system and try to put something up there that is new and will hold up better. If you see the globes down for a little while that is why and we are working on that.

Mr. Mills: In the future as we move forward in replacing lights I would like to suggest that we use LED lighting. It will save on our electric bills.

Mr. Showe: We always compare and take a look at those.

Mr. White: We have a quote to replace the storage room door behind the pool facility and it has rotted at the bottom. We are also in the process of getting quotes to replace the entrance gate into the pool facility because it is flimsy. We replaced the sign in front of the pool facility around the landscape area. We had an issue with the back flow at the pool and it appears someone may have hit it but the plumber repaired that as well.

Mr. Showe: We did talk to the landscaper and we are going to put some plants around that just to make it a little more pronounced.

Mr. Mills: They were grading back in there so I wonder if it happened then.

Mr. Showe: We weren't able to figure out who did it or how it happened but we got it fixed. We are going to get plants to make it more pronounced so if you are not paying attention and you are in a golf cart, then you can damage it.

Mr. White: The transponders are being installed weekly. We did have to repair a gate arm that a pool vendor hit and we are in the process of getting reimbursement for that. Ecore is maintaining the lakes monthly and they address any issues that we have. The lights at the fountain at the front lake were repaired. Ecore cleared the storm water structures before and they also advise that we clear them after the storm.

Mr. Showe: We checked them all before the storm hit and there was one tree that came close over off of Kingswood area but they came out a couple days later and took care of it. It didn't block anything but it was kind of falling over on the structure.

Mr. White: TropiCare is maintaining the landscaping and they have their hands full right now from the storm. The preserve areas were cleaned up a couple months ago in the front.

Mr. Mills: I have had some residents call me about this when you come in on the right hand side and they went in pretty far into that area. That is our area and not St. Johns' so we are going to be planting plants where these areas have been cleaned out. I've asked Dave to come up with a plan so periodically we are going through and cleaning out these areas and we are going to do some planting so please bear with us.

Mr. Showe: We authorized the planting right before the storm so he is going to get to it as he can get to it.

Resident: What about the dead tree that should've been cleared out?

Mr. Mills: Dave is supposed to get that out but it must be too wet right now.

Mr. Showe: Is that the one on Kingswood?

Mr. Mills: No, Baytree Drive.

Mr. Showe: We will get it done. I know he said there are a lot of areas that are really wet right now.

Mr. Mills: We also tore out all of the rubbish back by the pool and we are going to replant all of that.

Mr. Showe: It will be very simplified but very nice and we have the plan for that already.

Mr. White: Our concrete contractor has replaced sidewalks in various areas and we will be having a few more with the tree removals. The lights at the tennis court have been repaired and I believe it was the same pole that fell over in the hurricane. They have removed that pole and made it much safer.

SEVENTH ORDER OF BUSINESS

Treasurer's Report

A. Consideration of Check Register

Mr. Showe: In the General Fund we have checks 52664 through 52715 in the amount of \$112,022.07, Capital Project check 52 in the amount of \$783, Community Beautifications checks 12 through 14 in the amount of \$14,450, and we have August Payroll totaling in the amount of \$922.67. This all totals in the amount of \$128,177.74 and we can answer any questions that you may have.

On MOTION by Mr. Mills, seconded by Ms. Hernandez, with all in favor, the check register in the amount of \$128,177.74 was approved.

B. Balance Sheet and Income Statement

A copy of the balance sheet and income statement was included in the agenda package.

EIGHTH ORDER OF BUSINESS

Supervisors Requests

Mr. Mills: The hedges on Baytree Drive that were real high they have trimmed last week and they look good.

Ms. Hernandez: I have a fixed in number of transponders this month.

Ms. O’Hare: I don’t know if the BCA is ever going to do anything about it but there was an article three weeks ago and residents are responsible for their guests and if there is speeding in here it is the residents who are responsible. They have the ability to fine and it may be something they want to consider if it gets out of hand.

NINTH ORDER OF BUSINESS

Public Comment Period

A resident: When do you propose having the trees removed?

Mr. Showe: We have to find out from Dave when the trees are coming because when we put the permit in to the county we have 30 days to remove and replace but that can be extended to 60 days.

Mr. Mills: According to Dave there is a shortage of live Oaks right now.

A resident: About the Brazilian Pepper removal, I found an article that tells you how to cut down rather than removing the root ball, cut it down and treat the trunk with vegetation remover and it may save you some money.

Mr. Showe: They do that; they cut the tree and treat the root so it does not grow back.

TENTH ORDER OF BUSINESS

Adjournment

On MOTION by Ms. Hernandez seconded by Mr. Rizzotti with all in favor the meeting adjourned at 3:28 p.m.



Secretary / Assistant Secretary



Chairman / Vice Chairman

Baytree
Community Development District

Continued Meeting Agenda

Thursday
October 20, 2016
1:30 PM

Baytree National Golf Links
8207 National Drive
Melbourne, Florida

1. Roll Call
2. Discussion of SCCU Landscaping with Special Counsel
3. Community Updates
 - A. Security
 - B. BCA
4. Approval of Minutes of the August 3, 2016 Board of Supervisors Meeting and Acceptance of the Minutes of the August 3, 2016 Audit Committee Meeting
5. New Business
 - A. Consideration of Agreement with Grau & Associates to Provide Auditing Services for the Fiscal Year 2016
 - B. Discussion of Line of Credit
 - C. Consideration of Resolution 2017-01 Amending the Fiscal Year 2016 Budget
 - D. Consideration of Resolution 2017-02 Declaring Vacancies in Certain Seats
 - E. Discussion of Vacant Seats
6. CDD Action Items/Staff Reports
 - A. CDD Action Items
 - B. Additional Staff Reports
 - i. Attorney
 - ii. Engineer
 - iii. District Manager's Report
 1. Field Manager's Report
7. Treasurer's Report
 - A. Consideration of Check Register
 - B. Balance Sheet and Income Statement
8. Supervisor's Requests
9. Public Comment Period
10. Adjournment

A Daily Publication By:



Stacie Vanderbilt

BAYTREE/MIERA COMMUNITY DEV.
GOVERNMENTAL MANAGEMENT SERVICES – CF, LLC
135 W. CENTRAL BLVD.
ORLANDO FL 32801

STATE OF FLORIDA COUNTY OF BREVARD:
Before the undersigned authority personally appeared Kim Curro, who on oath says that he or she is a Legal Advertising Representative of the FLORIDA TODAY, a daily newspaper published in Brevard County, Florida that the attached copy of advertisement, being a Legal Ad in the matter of

Notice of Action

as published in FLORIDA TODAY in the issue(s) of:

10/12/16

Affiant further says that the said FLORIDA TODAY is a newspaper in said Brevard County, Florida and that the said newspaper has heretofore been continuously published in said Brevard County, Florida each day and has been entered as periodicals matter at the post office in MELBOURNE in said Brevard County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he or she has never paid nor promised any person, firm or coporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Sworn to and Subscribed before me this 12th of October 2016, by Kim Curro who is personally known to me


Ruby Royer
Notary Public for the State of Florida
My Commission expires January 30, 2018

Publication Cost: \$167.14
Ad No: 0001647755
Customer No: BRE-6BA626

 RUBY ROYER
NOTARY PUBLIC
STATE OF FLORIDA
Comm# FF088043
Expires 1/30/2018

AD#1647755 10/12/16
NOTICE OF MEETING
BAYTREE
COMMUNITY DEVELOPMENT DISTRICT

A meeting of the Board of Supervisors of the Baytree Community Development District will be held on October 20, 2016 at 1:30 PM at the Baytree National Golf Links Meeting Room, 8207 National Drive, Melbourne, FL 32949. The meeting is open to the public and will be conducted in accordance with the provisions of Florida Law for Community Development Districts. A copy of the agenda for this meeting may be obtained from the District Manager, at 135 West Central Blvd., Suite 320, Orlando, FL 32801, (407) 841-5524. The meeting may be continued to a date, time, and place to be specified on the record at the meeting. There may

be occasions when one or more Supervisors, Staff or other individuals will participate by speaker telephone. Pursuant to the provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate at this meeting is asked to advise the District Office at least forty-eight (48) hours prior to the meeting by contacting the District Manager at (407) 841-5524. If you are hearing or speech impaired, please contact the Florida Relay Service 1-800-955-8770, for aid in contacting the District Office.

Each person who decides to appeal any action taken at these meetings 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 such appeal is to be based.

George S. Flint
Governmental Management Services –
Central Florida, LLC
District Manager

October 8, 2015

Mr. Curt Smith, Commissioner, Brevard County District 4
Mr. Stockton Whitten, County Manager, Brevard County
2725 Judge Fran Jamieson Way
Building C
Viera, FL 32940

Subject: Correction of Errors on Space Coast Credit Union Landscaping Plan

Dear Mr. Smith and Mr. Whitten:

As you are aware, the Brevard County Board of Commissioners approved the Space Coast Credit Union's \$30 million Headquarters (HQ) Expansion Plan on November 24, 2014. Subsequent to that meeting, Brevard County, the Space Coast Credit Union, and the Baytree Community Development District (CDD) entered into a three-way Binding Development Plan on February 19, 2015. Subsequent to these events, the Space Coast Credit Union (SCCU) submitted landscaping plans to Brevard County which are in error with respect to: (1) commitments made at the Commissioners' meeting and (2) the Binding Development Plan. Specifically, the landscaping plans do not provide the required solid buffer between the SCCU Expansion Project and the property to the south. Therefore, these plans – which were apparently approved by the County – must be amended to be brought into compliance with the Credit Union's commitment on the record and in the Binding Plan.

As you may recall, a key issue raised at the November 2014 meeting was the visual impact of the expansion project on the Baytree Community and the need for a solid vegetative buffer like the buffer in existence at that time. In fact, the SCCU's attorney, Mr. Phil Norr, summarized the concern saying:

*What you see now on the ground is what they will get. We're not going to deviate from that. Some concerns were raised as to, "This might still encroach into our neighborhood because people can see." That is just not the case. When the third building is built, which will be the closest to the property, the nearest that building will be to the closest house is 300 feet. That's the front of the house, not the back of the house. And although I thought the issue had been put to bed at that meeting, I can assure this board that there will be no visual – **we will not visually be of any detriment to the nearest or any of the other houses, the front or the back. You won't be able to see it.** Next week we will be in front of the Community Development District Council. Unfortunately, I do not have a diagram here today to show you, but I want to go on record by saying we will bring that diagram and show you the site lines. It will be prepared by professional engineers, **and it will not intrude on the neighbors.** **That is a flat statement that we're making, and we're making it on the public record.** [Key points highlighted for emphasis.]*

Specifically, the SCCU committed – on the record – ***"You won't be able to see it. ... That's a flat statement." In other words, no conditions, no contingencies, no exceptions.*** The Credit Union committed to no detrimental visual impacts to the Baytree community.

Furthermore, in keeping with that commitment, the three-way Binding Development Plan specifically states:

2. Developer/Owner shall provide and maintain a landscape buffer on the South portion of its Property starting fifty (50') feet past the stormwater treatment pond where the property turns North. This landscape buffer shall be installed by Developer on or before six (6) months from the date of issuance of the initial building permit for the Project. **The buffer shall be a solid Landscape Buffer, and shall screen Buildings B through D shown on Exhibit B from the property to the South.** Developer shall be responsible for the continuing maintenance of the Landscape Buffer. Developer shall provide the CDD with a copy of its landscape plans for the Landscape Buffer fifteen business (15) days prior to Developer formally submitting it to the appropriate government entity for approval.

3. Developer agrees to pay up to the sum of (\$30,000.00) thousand dollars to the CDD for any buffering including, but not limited to landscape material, irrigation improvements, and design costs that the CDD plants on its land bordering the land described in paragraph 2 above or for landscaping improvements to the Baytree Drive right-of-way north of the CDD security gate facilities. Developer/Owner shall have no obligation to maintain buffering or landscaping installed by CDD on CDD's property. The CDD, shall on or before one (1) year from the date the **solid Landscape Buffer referenced in Paragraph 2** is complete, submit invoice or other reasonable documentation for the landscape buffering or other improvements installed as set for thin this paragraph 3 in support of any request for reimbursement up to thirty (\$30,000.00) thousand dollars, and Developer shall reimburse the CDD within thirty (30) days of receipt of the payment documentation. [Key points highlighted for emphasis.]

Here too, **the SCCU committed to a solid landscape buffer** between the Project and the Baytree community.

The note contained on the SCCU's Landscaping Plan is in error. As seen at right, it makes reference to an "*opagae (sic) buffer providing complete screening to a maximum height of 25' within 5 years from the time of planting.*" This is in direct contradiction to their commitments. **A delay of five (5) years is completely unsatisfactory and furthermore a "maximum height of 25' " will not provide the necessary screening** as illustrated by the photo take at 6:58 a.m. on October 6th. The glare from headlights of just one pick-up truck on the far side of the retention pond is clearly visible. Visual line-of-sight projections based on Exhibit B of the Binding Development Plan (BDP) show that mature vegetation providing solid screening of a minimum height of 25' across the buffer is necessary to obscure line of sight between Kingswood residences and Building B, building and parking lot lighting, and lights on vehicles operating within the parking lot and the elevated levels of the parking garage. [A minimum height of 32' will be required to obscure Building D (Phase 3).]

TYPE 'A' LANDSCAPE BUFFER (KINGSWOOD WAY) BUFFER LENGTH = 908 LF X 20' MINIMUM WIDTH
NOTE: THIS LANDSCAPE BUFFER SHALL BE INSTALLED ON OR BEFORE 6 MONTHS FROM THE DATE OF ISSUANCE OF THE INITIAL BUILDING PERMIT FOR THE PROJECT
REQUIRED BUFFER FOR BAYTREE HOMEOWNER'S ASSOCIATION: OPAQUE BUFFER PROVIDING COMPLETE SCREENING TO A MAXIMUM HEIGHT OF 25' WITHIN 5 YEARS FROM THE TIME OF PLANTING



We, the undersigned residents of Brevard County and the Baytree CDD, urge you to coordinate with the appropriate county entity or entities to correct these errors to bring the plan into compliance with the aforementioned officially recorded Commissioners' meeting minutes and the Binding Agreement and ensure that the buffer is installed in compliance with those agreements.

Attachment to Baytree Residents' Letter to
Commissioner Curt Smith and County Manger Stockton Whitten

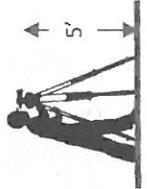
Resident Name (signed)	Street Address
Ronnie Dece	8038 Kingswood Way
D. R. Hall	8038 Kingswood Way
Mark Tomson	409 Berwick Way Mel
Juhee Tomson	409 Berwick Way Melbourne
Robyn Horan	404 Berwick Way Melb
M. Morgan	209 Ashburne Ct.
Al. Duranti	8024 Kingswood Way
Ryhl Schuler	403 Berwick Way
Robert McKelley	8033 Kingswood Way
[Signature]	8017 Kingswood Way
Robert W. McKelley	8033 Kingswood Way
Barbara Bosseler	8015 Kingswood Way
[Signature]	401 Berwick Way
Bale Richa	401 Berwick Way
Richard Bosseler	8015 Kingswood Way
[Signature]	8042 Kingswood Way
Nandial Schumma	403 Berwick Rd.
Jane S. Mercadante	8017 Kingswood Way
Green Dretner	8042 Kingswood Way
Juanita Creed	8019 Kingswood Way
[Signature]	8019 Kingswood Way
Felice Anspacher	8007 Kingswood Way
Yee Anspacher	8007 Kingswood Way
C. Mercant	8017 Kingswood Way
Heather McGillivray	8093 Old Tramway Dr.
[Signature]	400 Berwick Way
[Signature]	663 Deerpark Dr 32940
[Signature]	219 Ashbourne Ct 32940
[Signature]	209 Ashbourne Ct.
[Signature]	218 Ashbourne Ct
Mary Tucker	216 Ashbourne Court
Charles & Robert	8018 Kingswood Way 32940

Derivation of Geometries – Buffer Height Needed to Shield Buildings/Lights

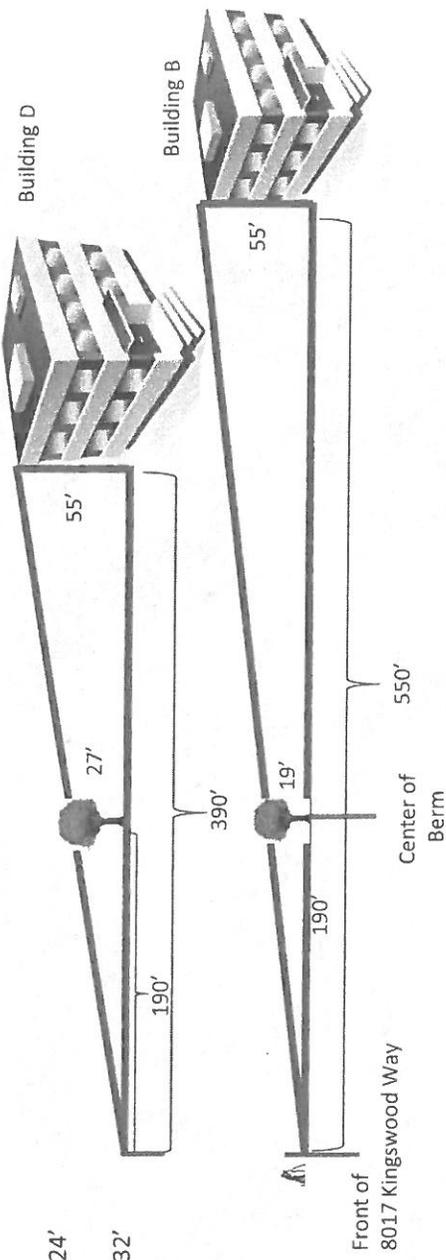
To Block View of 55' Building (Berm at 190')

- Building B at 550' distance
 $X = 190' \times (55'/550') = 19'$ plus 5' height of eye = 24'
- Building D at 390' distance
 $X = 190' \times (55'/390') = 27'$ plus 5' height of eye = 32'

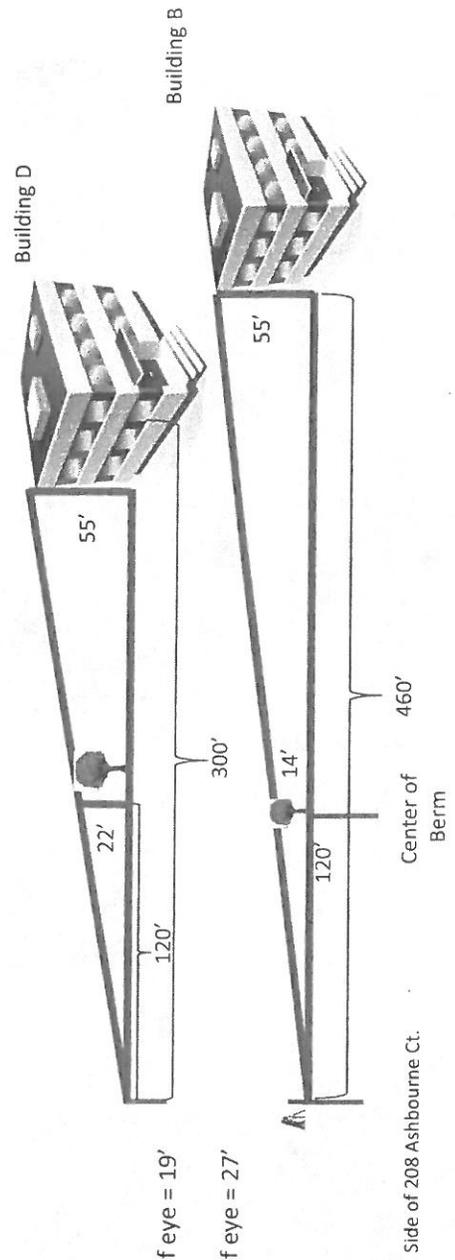
Minimum tree height = 32'



Geometry from 8017 Kingswood Way



Geometry from 208 Ashbourne Ct.



To Block View of 55' Building (Berm at 120')

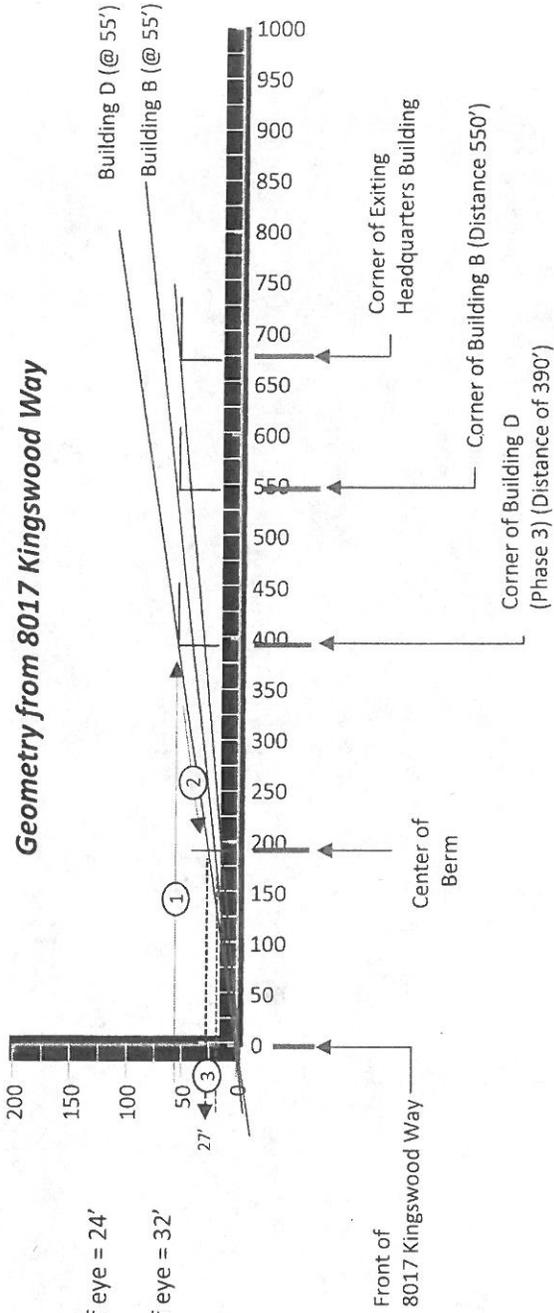
- Building B at 460' distance
 $X = 120' \times (55'/460') = 14'$ plus 5' height of eye = 19'
- Building D at 300' distance
 $X = 120' \times (55'/300') = 22'$ plus 5' height of eye = 27'

Derivation of Geometries – Buffer Height Needed to Shield Buildings/Lights

To Block View of 55' Building (Berm at 190')

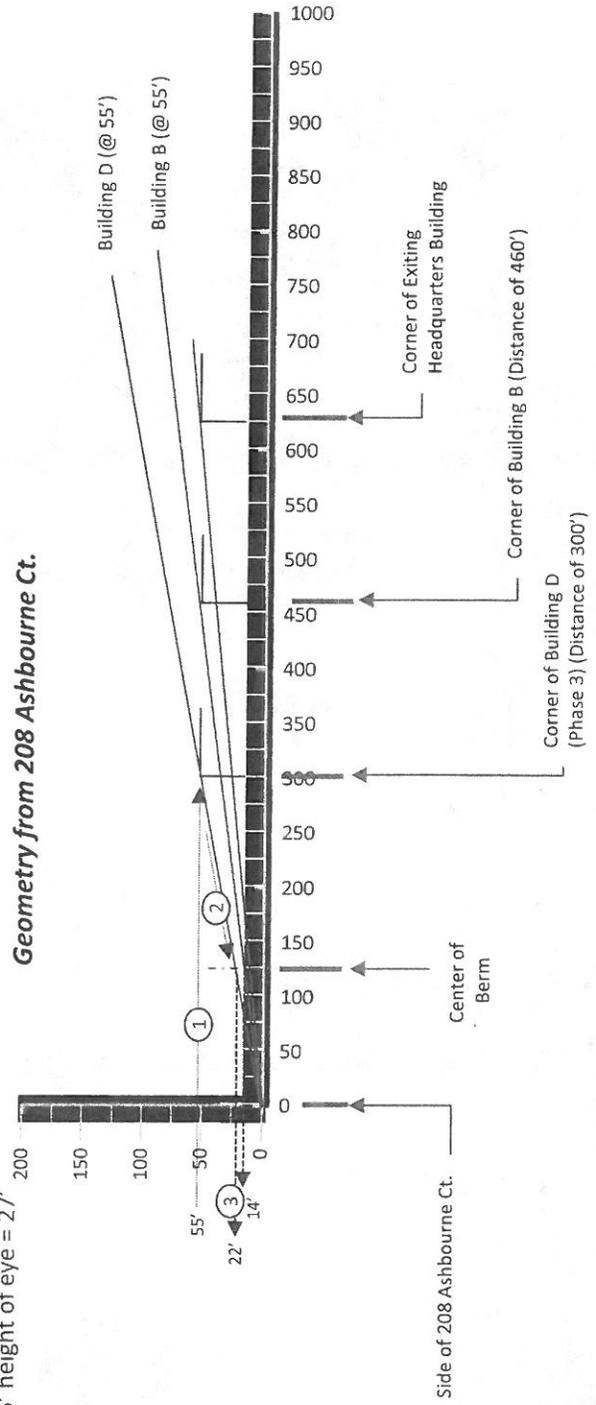
- Building B at 550' distance
 $X = 190' \times (55'/550') = 19'$ plus 5' height of eye = 24'
- Building D at 390' distance
 $X = 190' \times (55'/390') = 27'$ plus 5' height of eye = 32'

Minimum tree height = 32'



To Block View of 55' Building (Berm at 120')

- Building B at 460' distance
 $X = 120' \times (55'/460') = 14'$ plus 5' height of eye = 19'
- Building D at 300' distance
 $X = 120' \times (55'/300') = 22'$ plus 5' height of eye = 27'



8017 Kingswood Way
Melbourne, FL 32940-2144

September 6, 2016

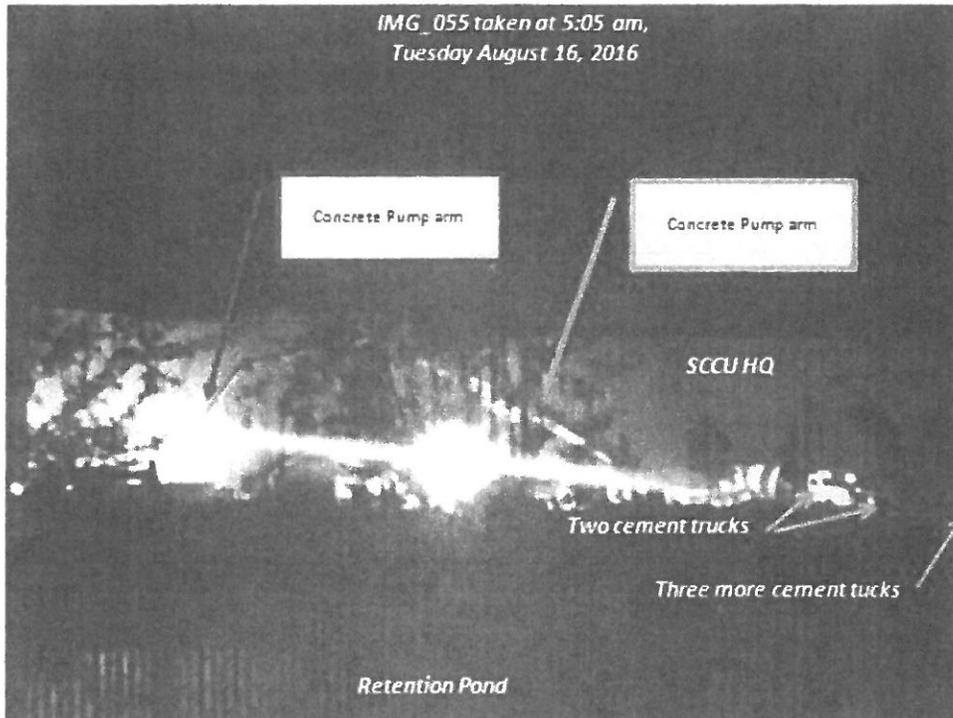
Nancy Sharp
Code Enforcement Officer III
Board of County Commissioners
Planning & Development Department
2725 Judge Fran Jamieson Way A-114
Viera, Fl. 32940

Subject: Pre-Dawn Construction Activity at SCCU Building Site

Dear Ms. Sharp,

On Tuesday, August 16, 2016, my family and I were awakened at 4:45 a.m. by the sound of trucks and a spotlight shining through the windows of my home from the site of the Space Coast Credit Union's construction. My sleep had been disturbed somewhat earlier and when I was fully awake, I recognized the sound and saw the light coming through my bedroom window.

As indicated in the annotated photo taken at 5:05 a.m. (below), five (5) cement mixers were in position with the first one feeding the cement pump located in the center of the photo. The glare of the spotlight is also readily apparent. A compact disc containing this annotated photo, the original photo and other photos and videos taken at that time are attached.



I contacted the Brevard County Sheriff's Office dispatcher at the non-emergency number shortly before 6 a.m. and the responding deputy called my home shortly afterward to inquire as to the disturbance and when it began. She did not call again to follow-up; however, you may be able to locate a record at Central Area dispatch.

The activity was still continuing when I left for work at 8 a.m., with a line of cement trucks in position to continue feeding the cement pump.

This is not the first incident of pre-dawn construction activity at the site (see *Brevard County Code Enforcement Case Number 15CE-01866*), but it needs to be the last. It is completely unacceptable and cannot be allowed to continue.

Thank you in advance for your time and attention in this matter.

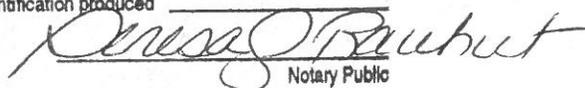
Sincerely,



Richard Mercadante

Attachment: Compact Disc containing photos/video

cc: Mr. David Sorter
Mr. Richard Bosseler
Mr. Jason Showe, District Manager, Governmental Management Services, Central Florida
Baytree Community Development District

State of FLORIDA
County of BREVARD
The foregoing instrument was acknowledged before me
this 6th day of SEPTEMBER
By RICHARD MERCADANTE
Personally known OR produced identification
Type identification produced _____

Notary Public



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

RECEIVED
 SEP 27 2016

BY: _____

THIS AGREEMENT entered into this _____ of _____, 2016, by and between TROPIC-CARE OF FLORIDA, INC. OF BREVARD, FLORIDA AND The Baytree CDD.

JOB NAME: Baytree common area at green fence behind SCCU
 JOB LOCATION: Baytree HOA
 DATE PERFORMANCE IS TO BEGIN: To be discussed.

DESCRIPTION OF JOB, SPECIFICATIONS AND ESTIMATES:

Botanical Name/ Common Name	Size	Quantity	Price Each	Total:
Ligustrum Privet	100 gal, 4" cal.	5	\$ 1,250.00	\$ 6,250.00
Sylvester Palm	3' c.t.	6	\$ 850.00	\$ 5,100.00
Live Oak	10'-12'	9	\$ 695.00	\$ 6,255.00
Red Maple	10'-12'	3	\$ 195.00	\$ 585.00
Souther Magnolia	10'-12'	11	\$ 675.00	\$ 7,425.00
Crinum Lily(white)	15 gallon,	35	\$ 120.00	\$ 4,200.00
Crinum Lily(purple)	15 gallon,	28	\$ 120.00	\$ 3,360.00
Dwarf Philodendron	3 gallon,	10	\$ 12.00	\$ 120.00
Dwarf Schefflera	3 gallon,	120	\$ 10.00	\$ 1,200.00
Philodendron Selloun	3 gallon,	60	\$ 12.00	\$ 720.00
Cocoplum	3 gallon,	120	\$ 12.00	\$ 1,440.00
Chinese fan palm(multi trunk)	25 gallon	9	\$ 145.00	\$ 1,305.00
Awabuki Viburnum	7 gallon	10	\$ 42.00	\$ 420.00
Croton Petra	3 gallon	50	\$ 12.00	\$ 600.00
Indian Hawthorn	3 gallon	35	\$ 11.00	\$ 385.00
Blue Daze	1 gallon	65	\$ 4.95	\$ 321.75
Firebush	3 gallon	40	\$ 12.00	\$ 480.00

Loquat tree	25 gallon	11	\$ 180.00	\$ 1,980.00
Bulbine	1 gallon	30	\$ 4.50	\$ 148.50
Paurotis Palm	8-10'	3	\$ 650.00	\$ 1,950.00
Plumbago	3 gal	100	\$ 12.00	\$ 1,200.00
Parsoni Juiper	1 gallon	100	\$ 4.95	\$ 495.00
Periwinkle	6" pot	160	\$ 2.50	\$ 400.00
Bougaomvillea RED	3 gallon	50	\$ 17.50	\$ 1,480.90
Irrigation				\$ 2,400.00
Bed Prep				\$ 1,500.00
Mulch				\$ 900.00

Total \$ 52,621.15

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

WE PROPOSE:

hereby to furnish material and labor-complete in accordance with above specifications for the sum of:
Fifty Two Thousand-Six Hundred-Twenty One Dollars and 15/100 \$ 52,621.15.

Payments to be made as follows:

60% Deposit, 40% Due upon completion.

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

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

Authorized Signature _____

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

ACCEPTANCE OF PROPOSAL The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance _____ Signature _____

Statement to Baytree CDD – October 20, 2016

It's now been two years since the Credit Union went before the County Commissioners and committed to them on the record – even boasted that they were making the commitment on the record – that the Baytree community would be screened from their buildings. The Credit Union's representative acknowledged that the residents did not want a fence or a wall and said **"What you see now on the ground is what they will get. We're not going to deviate from that. We will not visually be of any detriment to the nearest or any of the other houses, the front or the back. You won't be able to see it. That is a flat statement that we're making, and we're making it on the public record."**

That commitment was then put in writing in the three-way Binding Development Plan signed by the Credit Union, the County, and the CDD and it was approved by the Commissioners on March 17, 2015.

The BDP is very clear that a solid Landscape Buffer was to be in place six (6) months from the time the first permit was issued and that it was to completely screen the community from their buildings. Instead, however, they submitted a completely inadequate Landscaping Plan to the County (see the rolled up plan) that shows immature plantings with a note that said it would be solid within five (5) years. Five (5) years is not six months.

As you will recall, we sent a letter to the County Manager and Commissioner Smith last October, signed by over 80 people in the course of two evenings, that pointed out the discrepancy so that they could correct the error before demolition and new planting began (see copy in package). We received no response and instead got green plastic slats hung on a security fence. The fence is not part of the Landscaping Plan and is not a

Statement to Baytree CDD – October 20, 2016

part of the BDP....not to mention the fact that it is an eyesore, and hides nothing behind it, let alone 55' tall buildings.

It's clear that Commissioner Smith is not supportive of the Baytree Community on this issue. A number of us wrote him again last April and May in advance of our May CDD meeting, highlighting the Credit Union's verbal and written commitments and their failure to satisfy them. I never received a response from him and when Commissioner Smith appeared at the CDD meeting, he claimed to have no recollection of those facts – even though the requirements and the pictures were in the letter (see packet). Instead, he was very quick to restate the Credit Union's talking points. He did, however, wonder aloud as why the Credit Union removed the pre-existing buffer.

Every time this issue gets referred to County staff, they drift farther and farther away from the requirements of the BDP and revert to what they know, County Code. The BDP was put in place because the standard code was unsatisfactory with respect to the community's needs. The County's ERM Program Manager, Amanda Elmore, stated that based on her inspection on January 28th, "the buffer exceeds code requirements" and goes on to state that "additional plantings would have resulted in long-term detriment" due to "overcrowding". No one was expecting overplanting of immature trees and shrubs....what the Credit Union committed to was to install mature trees and shrubs to provide the requisite height and density. Just as any other corporate entity that needs immediate screening, the Credit Union needed to budget for, and install, mature plantings.

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Ms. Elmore goes on to state, “As for the BDP language, the buffer is a solid buffer to eight feet in height, due to the combination of fencing and vegetation.” The fence is not part of the BDP, nor is it in the Credit Union’s landscaping plan. It is a security fence....and now it is an eyesore. She stated that, “The buffer does screen the parking garage and existing building...” Absolutely wrong. Those concrete structures greet me every day and, at night, the illuminated parking garage makes it look like I live near a state penitentiary. The lights are directly visible and also reflect off the retention pond... right through the fence. The photographs in the letter I sent to Commissioner Smith on May 1st clearly show those structures and we have other photos showing the portable toilets, construction equipment, and now the new building structure.

Ms. Elmore went on to state that “the BDP did not specify a height”, but then goes on to acknowledge the language that says the buffer is supposed to screen Buildings B through D. Simple middle school geometry using the Credit Union’s own plan (see packet), shows that the buffer needs to be at least 30 feet high. The July 2012 photo provided to Commissioner Smith in the “before and after” comparison also illustrates the height and density needed.

Ms. Elmore did correctly state that “it does not completely obscure the existing structures at this point,” but then goes on to incorrectly predict, “By spring, I believe the Baytree residents will see a considerable difference in fullness as the bamboo grows.” That has not occurred.

On July 15th, my wife and I encountered Darcie, from the County who had been newly assigned to the case and was taking pictures of the plantings. It was clear from her

Statement to Baytree CDD – October 20, 2016

comments that she was reverting to County Code, saying how the plantings and the fence exceeded code. We pointed her to the BDP and specifically stated that the buffer needed to be 30' high to provide the required coverage. She responded that, "well, it is filling in nicely." She had personally made no prior observations of the plantings to know that is not "filling in nicely". The only "growth" is the invasive Kudzu growing up the trees on the berm. It took a letter from Kim Rezanka on the subject of the buffer for some landscapers to appear last Saturday. Two gentlemen spent all day with weed wackers to chop back the weeds and the invasive growth was not removed. So, not only wasn't the buffer appropriately planted, it has also not been maintained.

The Credit Union has completely and utterly failed to meet its commitments and continues to act in complete disregard to the community. Last September, we had the issue of the dump truck activity in the middle of the night. Two months ago, on August 16th, we were awakened by spotlights streaming in our windows at 4:45 a.m. and cement mixers lined up to pour concrete for the foundation of the new building – in complete violation of County Code. I happened to meet the construction supervisor later that week and he told me that they have two more 4 a.m. pours planned, as if it was completely acceptable. I provided photos and video of the activity to County Code enforcement – you have the signed affidavit in your packages – but to my knowledge no citation was issued. I have specifically asked the Code Enforcement officer, Ms. Sharp, but have not received a response.

It appears that Commissioner Smith's is clearly on the side of the Credit Union on this issue, as he has disregarded our communications and is quick to cite the Credit Union's

Statement to Baytree CDD – October 20, 2016

) talking points on jobs. This past Tuesday he attempted refuse postponement of discussion on our appeal and simply have the project accepted “as is.”

The Binding Development Plan is the governing document and we should not deviate from it. We should not be attempting to modify the agreement, as we will only be negotiating ourselves. Our leverage existed when the Credit Union wanted the project approved, the County Commissioners wanted the jobs, and we simply wanted what we already had...a solid buffer. The points in the Binding Development Plan are clear:

- What: A solid landscape buffer completely screening Buildings B – D
- When: Six (6) months after the first permit was issued

) There is no ambiguity in the requirement. A solid buffer that completely screens the buildings means that you can't see them and simple geometry defines the required height. Six months means just that....not five (5) years. The BDP is our leverage.

We do not want a fence or a wall. No eight foot high structure will ever shield us from 55' high buildings and they are an eyesore. We did not build our house along I-95 where we would need a wall. We selected a lot in a community with natural preserves for a reason. The Credit Union committed to maintaining that condition.

) Do not let the Credit Union deflect the issue of the inadequate buffer to the \$30,000 for landscaping in Baytree. \$30,000 is 0.1% of their \$30M budget...it's within the noise of their total cost estimate for the project and was intended to compensate us for our inconvenience so that we could do some landscaping touch up within Baytree after they satisfactorily completed their effort. The \$30,000 has no bearing on the buffer itself.

Statement to Baytree CDD – October 20, 2016

At the November 2014 Commissioners' meeting in which the Credit Union project was approved, Commissioner Loretta Goggin stated just before the vote, "I don't know that I'd want this necessarily in my backyard, or my front yard, but we all say that, 'not in my backyard', or 'not in my front yard', but then where? I'd like to remind my fellow board members that so often what's tossed around is this or that is going to effect by property values, but we have to use valid information as to what really is going to effect [sic] the property values. Just because we think something is going to affect our property values, it does not necessarily mean that is so." Well, it is in our front yard and it has affected our property value...negatively.

I strongly suggest that each of the CDD Board Members attend and speak at the next County Commissioners' meeting on this subject. I'm sure we individual residents will do everything we can to be there and speak on the issue, but you, as elected representatives of the hundreds of homeowners and their families need to be there to represent all of the residents to these other elected officials. The three most important factors in real estate are Location, Location, and Location. The Credit Union has been allowed to effectively changing the location of our property, degrading our property values, and decreasing the desirability of the Baytree Community. Just look at how many homes along Kingswood Way have been put up for sale since the Credit Union destroyed the buffer. It's time to make sure that the Commissioners – especially those who were not on the Board at the time – clearly understand what has happened and ensure that the Binding Development Plan is enforced.



Grau & Associates

CERTIFIED PUBLIC ACCOUNTANTS

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Boca Raton, Florida 33431
(561) 994-9299 • (800) 299-4728
Fax (561) 994-5823
www.graucpa.com

August 11, 2016

Board of Supervisors
Baytree Community Development District
c/o GMS, LLC
135 West Central Blvd, Suite 320
Orlando, FL 32801

We are pleased to confirm our understanding of the services we are to provide Baytree Community Development District, Brevard County, Florida ("the District") for the fiscal year ended September 30, 2016, with an option for two (2) additional annual renewals. We will audit the financial statements of the governmental activities and each major fund, including the related notes to the financial statements, which collectively comprise the basic financial statements of Baytree Community Development District as of and for the fiscal year ended September 30, 2016, with an option for two (2) additional annual renewals. In addition, we will examine the District's compliance with the requirements of Section 218.415 Florida Statutes.

Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the District's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the District's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis.
- 2) Budgetary comparison schedule

Audit Objectives

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of the accounting records of the District and other procedures we consider necessary to enable us to express such opinions. We will issue a written report upon completion of our audit of the District's financial statements. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or add emphasis-of-matter or other-matter paragraphs. If our opinion on the financial statements is other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed an opinion, we may decline to express an opinion or issue a report, or may withdraw from this engagement.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The report on internal control and on compliance and other matters will include a paragraph that states (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of the District's internal control on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the District's internal control and compliance. The paragraph will also state that the report is not suitable for any other purpose. If during our audit we become aware that the District is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

Examination Objective

The objective of our examination is the expression of an opinion as to whether the District is in compliance with Florida Statute 218.415 in accordance with Rule 10.556(10) of the Auditor General of the State of Florida. Our examination will be conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants and will include tests of your records and other procedures we consider necessary to enable us to express such an opinion. We will issue a written report upon completion of our examination of the District's compliance. The report will include a statement that the report is intended solely for the information and use of management, those charged with governance, and the Florida Auditor General, and is not intended to be and should not be used by anyone other than these specified parties. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or add emphasis-of-matter or other-matter paragraphs. If our opinion on the District's compliance is other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the examination or are unable to form or have not formed an opinion, we may decline to express an opinion or issue a report, or may withdraw from this engagement.

Management Responsibilities

Management is responsible for the financial statements and all accompanying information as well as all representations contained therein. Further, management is responsible for compliance with Florida Statute 218.415 and will provide us with the information required for the examination. The accuracy and completeness of such information is also management's responsibility. As part of the audit, we will assist with preparation of your financial statements and related notes in conformity with U.S. generally accepted accounting principles based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. You agree to assume all management responsibilities relating to the financial statements and related notes and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and related notes and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. In addition, you will be required to make certain representations regarding compliance with Florida Statute 218.415 in the management representation letter. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, who possesses suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Management is responsible for establishing and maintaining effective internal controls, including evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; following laws and regulations; and ensuring that management is reliable and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles, for the preparation and fair presentation of the financial statements and all accompanying information in conformity with U.S. generally accepted accounting principles, and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole. As part of our engagement, we may propose standard adjusting, or correcting journal entries to your financial statements. You are responsible for reviewing the entries and understanding the nature of the proposed entries and the impact they have on the financial statements.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants and for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts or grant agreements, or abuse that we report.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

With regard to using the audit's report, you understand that you must obtain our prior written consent to reproduce or use our report in bond offering official statements or other documents.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. Our responsibility as auditors is limited to the period covered by our audit and does not extend to later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

Audit Procedures—Internal Control

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and *Government Auditing Standards*.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the District's compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash or other confirmations we request and will locate any documents selected by us for testing.

The audit documentation for this engagement is the property of Grau & Associates and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to a cognizant or oversight agency or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Grau & Associates personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies. Notwithstanding the foregoing, the parties acknowledge that various documents reviewed or produced during the conduct of the audit may be

public records under Florida law. The District agrees to notify Grau & Associates of any public record request it receives that involves audit documentation.

Our fee for these services will not exceed \$3,200 for the September 30, 2016 audit. The fees for fiscal year 2017 and 2018 will not exceed \$3,300 and \$3,400, respectively, unless there is a change in activity by the District which results in additional audit work or if Bonds are issued. This agreement is automatically renewed each year thereafter subject to the mutual agreement by both parties to all terms and fees. The fee for each annual renewal will be agreed upon separately.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date. If we are aware that a federal awarding agency or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. Invoices will be submitted in sufficient detail to demonstrate compliance with the terms of this agreement. In accordance with our firm policies, work may be suspended if your account becomes 60 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate.

We will provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract. Our 2013 peer review report accompanies this letter.

We appreciate the opportunity to be of service to Baytree Community Development District and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

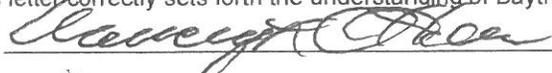
Grau & Associates



Antonio J. Grau

RESPONSE:

This letter correctly sets forth the understanding of Baytree Community Development District.

By: 

Title: Chairperson

Date: 10/20/16



PEER REVIEW PROGRAM

is proud to present this

Certificate of Recognition

to

GRAU & ASSOCIATES

For having a system of quality control for its accounting and auditing practice in effect for the year ended June 30, 2013 which has been designed to meet the requirements of the quality control standards for an accounting and auditing practice established by the AICPA, and which was complied with during the year then ended to provide the firm with reasonable assurance of conforming with professional standards.

A handwritten signature in cursive script, reading "Rick Reeder", written over a horizontal line.

Rick Reeder, Chair
AICPA Peer Review Board
2013

**ADDENDUM TO ENGAGEMENT LETTER BETWEEN
GRAU AND ASSOCIATES AND Baytree Community Development
District _____ (CDD) _____
(DATED August 11, 2016)**

Public Records. Auditor shall, pursuant to and in accordance with Section 119.0701, Florida Statutes, comply with the public records laws of the State of Florida, and specifically shall:

- a. Keep and maintain public records required by the District to perform the services or work set forth in this Agreement; and
- b. Upon the request of the District's custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law; and
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Agreement if the Auditor does not transfer the records to the District; and
- d. Upon completion of the Agreement, transfer, at no cost to the District, all public records in possession of the Auditor or keep and maintain public records required by the District to perform the service or work provided for in this Agreement. If the Auditor transfers all public records to the District upon completion of the Agreement, the Auditor shall destroy any duplicate public records that are exempt or confidential and exempt from public disclosure requirements. If the Auditor keeps and maintains public records upon completion of the Agreement, the Auditor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the District, upon request from the District's custodian of public records, in a format that is compatible with the information technology systems of the District.

Auditor acknowledges that any requests to inspect or copy public records relating to this Agreement must be made directly to the District pursuant to Section 119.0701(3), Florida Statutes. If notified by the District of a public records request for records not in the possession of the District but in possession of the Auditor, the Auditor shall provide such records to the District or allow the records to be inspected or copied within a reasonable time. Auditor acknowledges that should Auditor fail to provide the public records to the District within a reasonable time, Auditor may be subject to penalties pursuant to Section 119.10, Florida Statutes.

IF THE AUDITOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE AUDITOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT/CONTRACT, THE AUDITOR MAY CONTACT THE CUSTODIAN OF PUBLIC RECORDS FOR THE DISTRICT AT:

GMS-CF, LLC
135 WEST CENTRAL BLVD., SUITE 320
ORLANDO, FL 32801
TELEPHONE: 407-841-5524
EMAIL: GFLINT@GMSCFL.COM

Auditor: 

Title: President

Date: 10/12/2016

District: 

Title: Chairperson

Date: 10/26/16

TERM SHEET

This Summary of Terms and Conditions is for discussion purposes only and is not a commitment to lend by Regions Bank (“Bank”). Any commitment is subject to Bank due diligence and Bank management approval. The following is a basic outline of the terms and conditions which are generally available at this time. These terms and conditions are subject to change, in Bank’s sole and absolute discretion, at any time prior to the execution of a binding commitment or agreement, based on market, underwriting, collateral or other conditions.

Borrower:	BAYTREE COMMUNITY DEVELOPMENT
Amount:	\$100,175.00
Type:	LINE OF CREDIT
Term:	No Hard Maturity Date
Purpose:	Renewal Loan
Interest Rate:	Prime + 2.25%
Payment:	2% of the outstanding balance with a minimum payment of \$250
Rate Floor:	4.75%
Repayment:	P&I
Fees:	\$175 loan documentation (one time fee to be paid at closing) \$150 annual fee
Collateral:	n/a
Financial Covenants:	Financial covenants will be required which may include the following: na
Guarantor(s):	Ed Rozzotti and Ariel Lovera
Documentation:	This term sheet is only a limited summary of certain points of a possible transaction. If the credit is approved and agreed upon, the



documentation will contain other of Bank's customary provisions, including, but not limited to, representations and warranties, affirmative covenants, negative covenants, cross-collateralization and cross-default, all of which must be satisfactory to Bank in all respects. Certain due diligence items will also be required by Bank.

Closing Costs:

Bank will not incur any expenses whatsoever in connection with the application or the closing. Borrower will be required to pay all costs and expenses incurred in the preparation of the application and for the closing of the transaction, whether ultimately closed or not, including, without limitation, appraisal fees, inspection fees (including the fees of any independent inspector), surveys, legal fees (including the fees of Bank's counsel), intangible taxes, mortgage taxes, origination fees, recording costs, license and permit fees, and title insurance and other insurance premiums.

Confidentiality:

The Borrower agrees to keep this term sheet and all of its material terms confidential. The Borrower is not to disclose this term sheet or any of its material terms to anyone except as such disclosure is required by law or regulation or as a result of any legal or administrative procedure.

This term sheet is not to be construed as a commitment letter, but is for discussion purposes only. This term sheet and each of the terms contained herein may be rescinded or modified at any time by Bank in its sole and absolute discretion.

RESOLUTION 2017-01

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE BAYTREE COMMUNITY DEVELOPMENT DISTRICT APPROVING AN AMENDEDMENT TO THE GENERAL FUND BUDGET FOR FISCAL YEAR 2016 AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Resolution 2015-06 the Baytree Community Development District Board of Supervisors (the "Board") adopted a General Fund Budget for Fiscal Year 2016; and

WHEREAS, the Board desires to amend the budgeted revenues and expenditures approved for Fiscal Year 2016.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE BAYTREE COMMUNITY DEVELOPMENT DISTRICT:

1. The General Fund Budget for Fiscal Year 2016 is hereby amended and restated as set forth on the Fiscal Year 2016 Budget attached hereto as "Exhibit A".
2. This Resolution shall take effect immediately upon adoption and be reflected in the monthly and Fiscal Year End 9/30/2016 Financial Statements and Audit Report of the District.

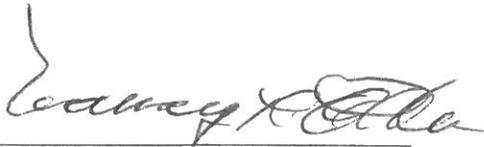
PASSED AND ADOPTED THIS 5th DAY OF OCTOBER, 2016.

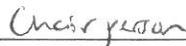
ATTEST:

**BOARD OF SUPERVISORS OF THE
BAYTREE COMMUNITY
DEVELOPMENT DISTRICT**



Secretary

By: 

Its: 

Baytree

Community Development District



Amended Budget
FY 2016

October 5, 2016

Presented by:



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Baytree
Community Development District
 Amended Budget FY 2016
 General Fund

Description	Adopted Budget FY2016	Increase/ Decrease	Amended Budget FY2016	Actuals as of 8/31/16
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Revenues

Maintenance Assessments	\$695,968	\$0	\$695,968	\$698,874
Interest Income	\$0	\$0	\$0	\$7
Miscellaneous Income (IOB Cost Share Agreement)	\$28,262	\$0	\$28,262	\$21,198
Miscellaneous Income	\$4,000	\$1,500	\$5,500	\$4,982
Beginning Fund Balance	\$0	\$26,623	\$26,623	\$0
Total Revenues	\$728,230	\$28,123	\$756,353	\$725,059

Expenditures

Administrative

Supervisor Fees	\$8,000	\$0	\$8,000	\$6,600
FICA Expenses	\$612	\$0	\$612	\$505
Engineering	\$25,000	\$15,000	\$40,000	\$31,486
Assessment Administration	\$7,500	\$0	\$7,500	\$7,500
Attorney Fees	\$17,750	\$23,250	\$41,000	\$37,024
Annual Audit	\$3,600	\$0	\$3,600	\$3,600
Management Fees	\$39,746	\$0	\$39,746	\$36,434
Computer Time	\$1,000	\$0	\$1,000	\$917
Telephone	\$150	(\$100)	\$50	\$0
Postage	\$1,500	(\$400)	\$1,100	\$1,037
Insurance	\$13,700	(\$1,400)	\$12,300	\$12,274
Tax Collector Fee	\$13,970	\$3	\$13,973	\$13,973
Printing & Binding	\$1,700	(\$100)	\$1,600	\$1,307
Legal Advertising	\$1,200	\$0	\$1,200	\$1,116
Website Administration	\$600	\$0	\$600	\$550
Other Current Charges	\$1,250	\$0	\$1,250	\$971
Office Supplies	\$400	(\$200)	\$200	\$147
Property Taxes	\$250	\$0	\$250	\$228
Dues, Licenses & Subscriptions	\$175	\$0	\$175	\$175
Administrative Expenses	\$138,103	\$36,053	\$174,157	\$155,846

Baytree
Community Development District
 Amended Budget FY 2016
 General Fund

Description	Adopted Budget FY2016	Increase/ Decrease	Amended Budget FY2016	Actuals as of 8/31/16
<i>Operation and Maintenance</i>				
Security Contract	\$115,546	\$1,454	\$117,000	\$106,825
Gate Maint. Contract	\$1,200	(\$100)	\$1,100	\$1,100
Maintenance - Gatehouse	\$10,000	(\$4,000)	\$6,000	\$5,078
Telephone - Gatehouse/Pool	\$7,500	(\$500)	\$7,000	\$6,330
Transponders	\$3,500	\$3,200	\$6,700	\$6,623
Field Management Fees	\$27,038	\$0	\$27,038	\$24,785
Electric	\$52,090	(\$6,090)	\$46,000	\$42,165
Water & Sewer	\$19,192	(\$15,192)	\$4,000	\$3,627
Gas	\$7,453	(\$1,453)	\$6,000	\$5,399
Maintenance - Lakes	\$36,600	(\$2,600)	\$34,000	\$31,162
Maintenance - Landscape Contract	\$86,680	\$0	\$86,680	\$79,457
Maintenance - Additional Landscape	\$18,000	\$12,000	\$30,000	\$27,525
Maintenance - Pool	\$16,450	\$2,050	\$18,500	\$16,589
Maintenance - Irrigation	\$6,000	\$0	\$6,000	\$4,374
Maintenance - Lighting	\$7,000	\$3,000	\$10,000	\$8,997
Maintenance - Monuments	\$3,500	\$3,500	\$7,000	\$5,890
Maintenance - Other Field (R&M General)	\$4,000	\$1,000	\$5,000	\$3,481
Maintenance - Playground	\$500	(\$500)	\$0	\$0
Maintenance - Tennis Court Area	\$1,000	\$1,000	\$2,000	\$1,319
Christmas Lighting	\$4,000	(\$3,000)	\$1,000	\$983
Operating Supplies	\$750	(\$750)	\$0	\$0
Sidewalk/Curb Cleaning	\$5,000	\$0	\$5,000	\$3,710
Miscellaneous	\$1,000	(\$950)	\$50	\$0
O&M Expenses	\$433,999	(\$7,931)	\$426,068	\$385,417
<i>Reserves</i>				
Transfer Out - Capital Projects - Paving - Baytree	\$52,761	\$0	\$52,761	\$52,761
Transfer Out - Capital Projects - Paving - IOB Funds	\$17,239	\$0	\$17,239	\$17,239
Transfer Out - Capital Projects - Reserves	\$40,860	\$0	\$40,860	\$40,860
Transfer Out - Community Beautification Fund	\$45,268	\$0	\$45,268	\$45,268
Reserves	\$156,128	\$0	\$156,128	\$156,128
Total Expenses	\$728,230	\$28,122	\$756,353	\$697,391
Excess Revenues/(Expenditures)	(\$0)	\$0	(\$0)	\$27,669

Baytree
Community Development District

Amended Budget FY 2016

Capital Projects Reserve

Description	Adopted Budget FY2016	Increase/ Decrease	Amended Budget FY2016	Actuals as of 8/31/16
Revenues:				
Beginning Fund Balance	\$110,564	\$32,832	\$143,396	\$143,396
Transfer In	\$40,860	\$0	\$40,860	\$40,860
Interest Income	\$100	\$0	\$100	\$69
Total Revenues	\$151,524	\$32,832	\$184,356	\$184,325
Expenses:				
Lake Bank Restoration	\$15,000	(\$13,000)	\$2,000	\$0
Sidewalk/Gutter Repair	\$12,000	(\$1,500)	\$10,500	\$6,191
Drainage Maintenance	\$10,000	(\$5,000)	\$5,000	\$0
Curb-Tree Trimming/Replacements	\$6,500	\$0	\$6,500	\$0
Benches	\$0	\$0	\$0	\$0
Mailbox Kiosk Improvements	\$0	\$6,000	\$6,000	\$5,598
Transponder Equipment	\$0	\$9,500	\$9,500	\$0
Recreation Center Repaving	\$2,000	\$0	\$2,000	\$1,060
Pool Resurface	\$0	\$16,000	\$16,000	\$15,464
Pool Equipment	\$0	\$0	\$0	\$0
Bank Fees	\$250	(\$250)	\$0	\$0
Total Expenses	\$45,750	\$11,750	\$57,500	\$28,313
Excess Revenues/(Expenditures)	\$105,774	\$21,082	\$126,856	\$156,012

Baytree
Community Development District
 Amended Budget FY 2016
 Community Beautification

Description	Adopted Budget FY2016	Increase/ Decrease	Amended Budget FY2016	Actuals as of 8/31/16
Revenues:				
Beginning Fund Balance	\$5,182	(\$69)	\$5,113	\$5,113
Transfer In	\$45,268	\$0	\$45,268	\$45,268
Total Revenues	\$50,450	(\$69)	\$50,381	\$50,381
Expenses:				
Monument Reconstruction	\$0	\$5,000	\$5,000	\$3,850
Landscape Improvements	\$0	\$18,000	\$18,000	\$11,250
Bank Fees	\$0	\$100	\$100	\$92
Total Expenses	\$0	\$23,100	\$23,100	\$3,850
Excess Revenues/(Expenditures)	\$50,450	(\$23,169)	\$27,281	\$46,531

RESOLUTION NO. 2017-02

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE BAYTREE COMMUNITY DEVELOPMENT DISTRICT DECLARING VACANCIES ON THE BOARD OF SUPERVISORS PURSUANT TO SECTION 190.006(3)(b), FLORIDA STATUTES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to the provisions of Section 190.006, Florida Statutes, the members of the Board of Supervisors (the "Board") of the Baytree Community Development District (the "District") are to be elected by the qualified electors of the District at a general election held in November; and

WHEREAS, the District provided notice of the qualifying period for election to the District Board at least two (2) weeks prior to the start of the qualifying period, as required by Section 190.006(3)(b), Florida Statutes; and

WHEREAS, the Brevard County Elections Department has confirmed that at the close of the qualifying period for election to the District Board, no electors qualified for Seat # 1 & Seat # 2 to be filled in the general election to be held on **November 8, 2016** (the "General Election"); and

WHEREAS, pursuant to Section 190.006(3)(b), Florida Statutes, the District is required to declare the seat to be filled by the election to which no qualified elector has qualified as vacant and to appoint a qualified elector to fill such vacancy within 90 days of the second Tuesday following the General Election.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE BAYTREE COMMUNITY DEVELOPMENT DISTRICT, THAT:

1. The recitals above are true and correct and are hereby made a part of this Resolution.
2. The Board hereby declares Seat # 1 & Seat # 2 to be vacant, effective on the second Tuesday following the General Election.
3. The Board shall appoint a qualified elector to Seat # 1 & Seat # 2 within 90 days of the second Tuesday following the General Election, as required by Section

190.006(3)(b), Florida Statutes. Until such appointment to a seat, the incumbent board member in such seat shall remain in office.

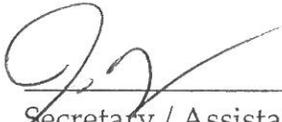
4. This Resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED THIS, 5TH DAY OF OCTOBER, 2016.

**BAYTREE COMMUNITY DEVELOPMENT
DISTRICT**



Chairman / Vice Chairman



Secretary / Assistant Secretary

SECTION 1. RECITALS. The recitals so stated are true and correct and by this reference are incorporated, inclusive of the above referenced exhibits, into and form a material part of this Agreement.

SECTION 2. DUTIES.

A. The duties, obligations, and responsibilities of the Contractor are those as more particularly described in this Agreement and in any exhibit(s) attached hereto and incorporated herein.

B. Contractor shall be solely responsible for the means, manner and methods by which its duties, obligations and responsibilities are met in accordance with this Agreement and industry standards.

C. Contractor shall report to the District Manager or her designee.

D. Contractor shall furnish all materials, supplies, machines, equipment, tools, superintendents, labor, insurance, bonds and other accessories and services necessary to complete said Project in accordance herewith and with the conditions and prices as stated in the Landscape Plan, the Proposal and herein.

E. Contractor shall furnish all tools, equipment, materials and supplies necessary to do all the work associated with the Project in a substantial and workmanlike manner.

F. Contractor shall perform all the work and labor pursuant to this Agreement.

G. Contractor shall remove and clean up all rubbish, debris, excess material, tools and equipment from right-of-way, streets, alleys, parkways, open space and adjacent property that may have been used or worked on by the Contractor in connection with the Project.

H. Contractor will be held responsible for the care, protection and condition of all work until final completion and acceptance thereof, and will be required to make good at his own cost any damage or injury occurring from any cause resulting from Contractor's acts or omissions or the acts or omissions of its subcontractors or suppliers.

I. At all times during the performance of this Agreement, the Contractor shall protect the District's property and other properties adjoining the work sites from all damage whatsoever arising out of or in any way connected with the work being carried on pursuant to this Agreement.

SECTION 3. COMPENSATION.

A. Upon completion of the Project and after inspection by District, the parties agree that the contract amount for work identified in the Proposal is **FIFTY-TWO THOUSAND SIX HUNDRED TWENTY-ONE AND 00/100 (\$52,621.15) DOLLARS.** District agrees to compensate Contractor for work in an amount or amounts calculated using the prices identified and set forth in the Proposal.

B. It is further understood that District shall be responsible, at cost, for any permit fees required by Brevard County or other governing entity or agency having jurisdiction thereof.

C. Payment will be made upon completion of the Project and after the Project has passed final inspection by the District and applicable permitting agencies, if any. Invoices shall be generated from the Contractor and delivered to the District so that payments can be made.

D. The District is exempt from Federal Excise and Florida Sales taxes. Exemption numbers will be provided to Contractor upon request. All sales tax and excise tax shall be paid by and be the responsibility of the Contractor.

SECTION 4. INDEPENDENT CONTRACTOR. This Agreement does not create an employee/employer relationship between the parties. It is the intent of the parties that the Contractor is an independent contractor under this Agreement and not the District's employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers' Compensation Act, and the State unemployment insurance law. The Contractor shall retain sole and absolute discretion in the judgment of the manner and means of carrying out Contractor's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Contract shall be those of Contractor, which policies of Contractor shall not conflict with District, or other government policies, rules or regulations relating to the use of Contractor's funds provided for herein. The Contractor agrees that it is a separate and independent enterprise from the District, that it has full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Contract shall not be construed as creating any joint employment relationship between the Contractor and the District and the District will not be liable for any obligation incurred by Contractor, including but not limited to unpaid minimum wages and/or overtime premiums.

SECTION 5. TERM. This Agreement shall commence upon signature, and shall continue until the scope of work described herein and in the Proposal and the Landscape Plan is completed. The Project shall be completed in an expeditious manner to limit the inconvenience to the property owners within the District and the general public utilizing the District's facilities. The Project shall be completed by Contractor within ninety (90) days of this Agreement.

SECTION 6. INDEMNIFICATION,

A. Contractor shall indemnify, defend, and save harmless District, its agents, servants and employees from and against any kind and all causes, claims, demands, actions, losses, liabilities, settlements, judgments, damages, costs, expenses, and fees (including without limitation reasonable attorney's and paralegal expenses at both the trial and appellate levels) of whatsoever kind or nature for damages to persons or property caused in whole or in part by any act, omission, or default of the Contractor, its agents, servants or employees arising from this contract or its performance. The Contractor and the District hereby agree and covenant that the Contractor has incorporated in the original cost proposal, which constitutes the Contract sum payable by the District to the Contractor, specific additional consideration in the amount of ten

dollars (\$10.00) sufficient to support this obligation of indemnification provided for in this paragraph. The indemnification required pursuant to the Agreement shall in no event be less than \$1,000,000 per occurrence or no more than the limits of insurance required of the Contractor by the Agreement, whichever is greater. It is the District's and Contractor's full intention that this provision shall be enforceable and said provision shall be in compliance with Section 725.06, Florida Statutes.

B. The execution of this Agreement by the Contractor shall obligate Contractor to comply with the foregoing indemnification provision, as well as the insurance provisions which are set forth in Section 11 of this Agreement. However, the indemnification provision, and the insurance provision are not interdependent of each other, but rather each one is separate and distinct from the other.

C. Nothing herein is intended to be construed, by either party, as a waiver of the protections, immunities, and limitations afforded a governmental entity pursuant to the doctrine of sovereign immunity or Section 768.28, Florida Statutes.

SECTION 7. ENFORCEMENT.

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

B. Within seven (7) calendar days after being notified in writing of defective work, should the Contractor fail or refuse to correct any defective work performed, or to make any necessary repairs in a manner acceptable to the District and in accordance with the requirements of the Agreement, within the same time stated in said written notice, the District may cause the unacceptable or defective work to be corrected, or authorize such repairs as may be necessary to be made. Any expense incurred by the District in making corrections or repairs, which the Contractor has failed or refused to make after being duly notified shall be paid for out of any monies due or which may become due the Contractor under his Agreement. Failure or refusal on part of the Contractor to make any or all necessary repairs promptly, fully and in a manner acceptable to District shall be sufficient cause for the District to declare the Agreement in default, in which case the District at its option may cancel the Agreement in accordance with this Agreement and contract with any other individual, firm or corporation to perform the work or any portion thereof.

C. All costs and expenses, including reasonable attorney's fees, incurred by reason of Contractor's default thereby shall be charged against the defaulting Contractor and the amount thereof deducted from any monies due, or which may become due him. Any special work performed, as described herein, shall not relieve the Contractor in any way from his responsibility for the work performed by him.

SECTION 8. RECOVERY OF COSTS AND FEES. In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party, to the extent

permitted by Florida law, shall be entitled to recover from the other party all expenses, fees and costs incurred, including reasonable attorneys' fees and costs.

SECTION 9. CANCELLATION. The District shall also have the right to cancel this Agreement (1) for convenience at anytime and (2) after seven (7) days written notice to Contractor for Contractor's failure to perform in accordance with the terms of this Agreement and Contractor's failure the cure the non-compliance.

SECTION 10. WARRANTY. Contractor fully warrants its work against defects in materials or workmanship for a period of one (1) year from final acceptance by District of the Project. Any defects noted within this time period shall be timely corrected by Contractor at Contractor's expense. Further, Contractor hereby fully warrants installed trees, shrubs, plants, sod and landscape materials in the event of death or disease for a period of twelve (12) months after final payment for the completed Project. Contractor shall make the necessary corrections or re-plantings within fourteen (14) days of receipt of the written notice from District.

SECTION 11. INSURANCE.

A. The Contractor shall maintain the following insurance coverages during the execution and performance of this Project:

- Comprehensive General Liability covering all operations, including legal liability and completed operations/products liability, with minimum limits of \$1,000,000 combined single limit occurrence;
- Comprehensive Automobile Liability Insurance covering owned, non-owned, or rented automotive equipment to be used in performance of the Work with minimum limits of \$500,000 combined single limit occurrence; and
- Workers compensation insurance in a form and in amounts prescribed by the laws of the State of Florida, and specifically Chapter 440, Florida Statutes.

B. The District shall be named as the Insurance Certificate Holder and an additional named insured on all policies of liability insurance.

C. All such insurance shall be obtained from companies licensed and authorization to do business in the field of insurance in the State of Florida, and authorized and licensed to provide the insurance required herein.

D. At the time of execution of the Agreement, the Contractor will file with the District certificates of such insurance, acceptable to the District. These certificates shall further contain provisions (1) stating that the coverage afforded under the policies will not be canceled or materially changed until at least thirty (30) days prior written notice has been given to the District, and (2) listing the District as an ADDITIONAL INSURED.

SECTION 12. CHANGES IN WORK.

A. District, without invalidating the Agreement, may order extra work or make changes by altering, adding to or deducting from the work, the Agreement sum being adjusted accordingly. All such work shall be executed under the conditions of the original Agreement and after the approval of a task order by the District detailing the additional work or additional phases of the Project. Any claim for extension of time caused thereby shall be made in writing at the time such change is ordered.

B. All change orders and adjustments shall be in writing and approved in advance, prior to work commencing, by the District, otherwise, no claim for extras will be allowed.

C. Claim of payment for extra work shall be submitted by the Contractor upon certified statement supported by receipted bills. No claim for extra work shall be allowed unless same was ordered, in writing, as aforesaid and the claim presented at the time of the first estimate after the work is complete.

SECTION 13. REMEDY FOR DELAY.

A. In the event of any delay in the Project, or any phase of the Project, caused by any act or omission of the District, its agents or employees, by delays in the County's permitting/approval of the Project or any phase thereof, by the act or omission of any other party other than the Contractor, its agents, employees or subcontractors, or delay caused by weather conditions or unavailability of materials, the sole remedy available to Contractor shall be by extension of the time allocated to complete the Project or any phase thereof.

B. NO MONETARY DAMAGES SHALL BE CLAIMED BY OR AWARDED TO CONTRACTOR IN ASSOCIATION WITH ANY SUCH DELAY(S) IN THE PROJECT.

C. Failure on the part of Contractor to timely process a request for an extension of time to complete the work shall constitute a waiver by Contractor and Contractor shall be held responsible for completing the work within the time allocated by this Agreement.

D. All requests for extension of time to complete the work shall be made in writing to the District.

SECTION 14. NOTICES.

Whenever any party is required to give or deliver any notice to any other party, or desires to do so, such notices shall be by U.S. certified mail, return receipt requested, or by any of the following overnight couriers: UPS, Airborne, FEDEX, and addressed as follows:

DISTRICT: **Baytree Community Development District**
135 W. Central Boulevard, Suite 320
Orlando, Florida 32801
Attention: District Manager

With copy to: **District Counsel**
Billing, Cochran, Lyles, Mauro & Ramsey, P.A.
SunTrust Center, Sixth Floor
515 East Las Olas Boulevard
Fort Lauderdale, Florida 33301
Attention: Dennis Lyles, Esq.

CONTRACTOR: TROPIC-CARE OF FLORIDA, INC.
7635 Progress Circle
West Melbourne, Florida 32904
Attention: President

SECTION 15. INTERPRETATION OF AGREEMENT; AMBIGUITIES.

It is expressly agreed that, under no circumstances, conditions or situations, shall this contract be more strongly construed against the District than against the Contractor. Any ambiguity or uncertainties in the specifications shall be interpreted and construed by the District, whose decision shall be final and binding upon all parties.

SECTION 16. ENTIRE AGREEMENT. This instrument shall constitute the final and complete expression of the agreement between the parties relating to the subject matter of this Agreement.

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

SECTION 18. ASSIGNMENT. Neither the District nor the Contractor may assign their rights, duties, or obligations under this Agreement or any monies to become due hereunder without the prior written approval of the other.

SECTION 19. APPLICABLE LAW. This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida.

SECTION 20. PUBLIC RECORDS.

A. Contractor shall, pursuant to and in accordance with Section 119.0701, Florida Statutes, comply with the public records laws of the State of Florida, and specifically shall:

1. Keep and maintain public records required by the District to perform the services or work set forth in this Agreement; and
2. Upon the request of the District's custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law; and

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Agreement if the Contractor does not transfer the records to the District; and
4. Upon completion of the Agreement, transfer, at no cost to the District, all public records in possession of the Contractor or keep and maintain public records required by the District to perform the service or work provided for in this Agreement. If the Contractor transfers all public records to the District upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the District, upon request from the District's custodian of public records, in a format that is compatible with the information technology systems of the District.

B. Contractor acknowledges that any requests to inspect or copy public records relating to this Agreement must be made directly to the District pursuant to Section 119.0701(3), Florida Statutes. If notified by the District of a public records request for records not in the possession of the District but in possession of the Contractor, the Contractor shall provide such records to the District or allow the records to be inspected or copied within a reasonable time. Contractor acknowledges that should Contractor fail to provide the public records to the District within a reasonable time, Contractor may be subject to penalties pursuant to Section 119.10, Florida Statutes.

C. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT/CONTRACT, THE CONTRACTOR MAY CONTACT THE CUSTODIAN OF PUBLIC RECORDS FOR THE DISTRICT AT:

**GOVERNMENTAL MANAGEMENT SERVICES-
CENTRAL FLORIDA, LLC
135 W. CENTRAL BOULEVARD, SUITE 320
ORLANDO, FLORIDA 32801
TELEPHONE: (407) 841-5524
EMAIL: JSHOWE@GMSFCFL.COM**

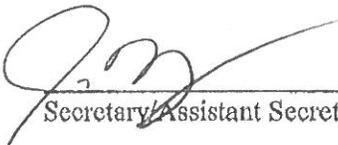
SECTION 21. CONFLICTS. In the event of a conflict between any provision of this main Agreement instrument and the terms and conditions of Exhibit A or the Landscape Plan, then this main Agreement instrument shall control. In the event of a conflict between any provision of Exhibit A and the terms and conditions of the Landscape Plan, then the Landscape Plan shall control. District's acceptance of the Contractor's Proposal set forth in Exhibit A is expressly contingent upon the parties executing this Agreement instrument in full.

SECTION 22. VENUE. In the event of any litigation or administrative proceedings arising out of this Agreement or the performance thereof, venue shall be Brevard County, Florida.

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

ATTEST:

**BAYTREE COMMUNITY
DEVELOPMENT DISTRICT**


Secretary/Assistant Secretary


Chairman/Vice-Chairman

16th day of November, 2016

WITNESSES:

CONTRACTOR:

Linda Hodnett
Linda Hodnett
[PRINT NAME OF WITNESS]

Deborah Hyman
Deborah Hyman
[PRINT NAME OF WITNESS]

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

By: 
Title: _____

9th day of November, 2016

EXHIBIT A

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

RECEIVED
 SEP 27 2016
 BY: _____

THIS AGREEMENT entered into this _____ of _____, 2016, by and between TROPIC-CARE OF FLORIDA, INC. OF BREVARD, FLORIDA AND The Baytree CDD.

JOB NAME: Baytree common area at green fence behind SCCU
 JOB LOCATION: Baytree HOA
 DATE PERFORMANCE IS TO BEGIN: To be discussed.

DESCRIPTION OF JOB, SPECIFICATIONS AND ESTIMATES:

Botanical Name/ Common Name	Size	Quantity	Price Each	Total
Ligustrum Privet	100 gal, 4" cal.	5	\$ 1,250.00	\$ 6,250.00
Sylvester Palm	3' c.t.	6	\$ 850.00	\$ 5,100.00
Live Oak	10'-12'	9	\$ 695.00	\$ 6,255.00
Red Maple	10'-12'	3	\$ 195.00	\$ 585.00
Souther Magnolia	10'-12'	11	\$ 675.00	\$ 7,425.00
Crinum Lily(white)	15 gallon,	35	\$ 120.00	\$ 4,200.00
Crinum Lily(purple)	15 gallon,	28	\$ 120.00	\$ 3,360.00
Dwarf Philodendron	3 gallon,	10	\$ 12.00	\$ 120.00
Dwarf Schefflera	3 gallon,	120	\$ 10.00	\$ 1,200.00
Philodendron Selloum	3 gallon,	60	\$ 12.00	\$ 720.00
Cocoplum	3 gallon,	120	\$ 12.00	\$ 1,440.00
Chinose fan palm(multi trunk)	25 gallon	9	\$ 145.00	\$ 1,305.00
Awabuki Viburnum	7 gallon	10	\$ 42.00	\$ 420.00
Croton Petra	3 gallon	50	\$ 12.00	\$ 600.00
Indian Hawthorn	3 gallon	35	\$ 11.00	\$ 385.00
Blue Daze	1 gallon	65	\$ 4.95	\$ 321.75
Flrebush	3 gallon	40	\$ 12.00	\$ 480.00

Loquat tree	25 gallon	11	\$ 180.00	\$ 1,980.00
Bulbine	1 gallon	30	\$ 4.50	\$ 148.50
Panrotis Palm	8-10'	3	\$ 650.00	\$ 1,950.00
Plumbago	3 gal	100	\$ 12.00	\$ 1,200.00
Parsoni Julper	1 gallon	100	\$ 4.95	\$ 495.00
Periwinkle	6" pot	160	\$ 2.50	\$ 400.00
Bougainvillea RBD	3 gallon	50	\$ 17.50	\$ 1,480.90
Irrigation			\$	2,400.00
Bed Prep			\$	1,500.00
Mulch			\$	900.00

Total \$ 52,621.15

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

WE PROPOSE:

hereby to furnish material and labor complete in accordance with above specifications for the sum of;
Fifty Two Thousand-Six Hundred-Twenty One Dollars and 15/100 \$ 52,621.15.

Payments to be made as follows:

60% Deposit, 40% Due upon completion.

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

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

Authorized Signature _____

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

ACCEPTANCE OF PROPOSAL The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance _____ Signature _____

Baytree CDD Action Items
10/5/2016

Item #	Action Item	Assigned To:	Status	Comments
1	Tree Removals	DeFrancesco/Mills	In Process	Awaiting SCCU Plan - Residents Contacted on Timeframe
2	Message Board for Rear Gate	White/Scheerer	In Process	NTE of \$4k approved, revised proposals in agenda
3	Benches/Picnic Table Quotes	Showe	In Process	Proposal based on Piggyback in agenda



Customer: Baytree CDD / Governmental Mgmt. Services, Central Fl	Contact: Brian White
Billing Address: 135 W. Central Blvd. # 320 Orlando, Fl 32801	Phone #: 407-792-5869
Project Address: Baytree	Fax #: 407-839-1526
Email: Brian White <bwhite@gmsctf.com>	Date: 8/11/16

PROPOSAL / CONTRACT

SCOPE OF WORK:

Manufacture and install (1) 5' x 3' Single sided, illuminated Changeable letter directory. Top ID panel to have green background with white letters, first surface vinyl decoration; "BAYTREE". Bottom portion to have tracking to accommodate 3" changeable letters. Reader board tracking to have clear lexan vandal cover. \$3,530.00

Installation to have j-bolt system to install in concrete Island.

Price includes (1) 300 font of 3" changeable letters.

NOTE: Permit would not apply if installed in complex not facing major roads. No permit cost quoted at this time.

Tax exempt certificate needed.

Engineering
Permit Acquisition Labor

SUBTOTAL: \$3,530.00 TAX: \$0.00 TOTAL: \$3,530.00 DEPOSIT DUE: \$1,765.00
TOTAL DOES NOT INCLUDE THE COST OF THE PERMIT AND WILL BE BILLED AT ACTUAL COST UPON COMPLETION.

Terms and Conditions: A deposit of 50% of the total is due upon acceptance of job. Any job that includes an electronic message center requires a 60% deposit. Balance is due upon installation. Any payments not received in a timely manner by Kendal Signs shall bear interest from the due date at the rate of 18% per annum, with a \$50 late fee assessed per month for the past due accounts until paid in full. All signage to remain property of Kendal Signs until paid in full. Customer's failure to submit prompt final payment following installations as per plan shall constitute default. The client/buyer agrees to pay all cost in the event of default of payment by the client/buyer, including reasonable attorney's fees. The client/buyer hereby grants Kendal Signs the right of entry into and on the property of the client/buyer for the purpose of retaking possession of the signage in the event of default, regardless of partial payment received for signage

RESPECTFULLY SUBMITTED BY: **EMAIL :**

NOTES: Kendal Signs will complete all work as per plan. Customer shall be assessed a lost trip charge if site is not ready upon our crews arrival. Pricing based upon 120 volt primary power to sign location by others. Substandard soil conditions (i.e. coquina, rock, large roots, water, pipe, etc.) or fascias (i.e. steel beams) are additional. All additions, changes or errors that require additional time, labor or materials will be charged at Kendal Signs standard pricing. Kendal Signs reserves the right to apply minor final adjustments and revisions to any sign designs that is deemed in our sole discretions to benefit the sign's operation and/or overall appearance.

Product Warranty: Our standard warranty is as follows: One (1) year on materials, finishes, general workmanship; includes parts and labor. One (1) year on ballasts and transformers; includes parts only; labor to be billed as extra. Ninety (90) days on neon; includes parts and labor. Thirty (30) days on fluorescent lamps; included parts and labor. Warranties for specialty products such as electronic message centers (LED displays) issued separately.

446 GUS HIPPI BLVD., ROCKLEDGE, FL 32955 • 321-636-5116 • WWW.KENDALSIGNS.COM

ACCEPTANCE OF PROPOSAL: The above price(s), specifications and conditions are satisfactory and are hereby accepted. I authorize Kendal Signs to perform the work as specified. I agree to make payments as outlined above.

DATE OF ACCEPTANCE

AUTHORIZED CUSTOMER PRINTED NAME

AUTHORIZED CUSTOMER SIGNATURE



EAU GALLIE
ELECTRIC
INCORPORATED

2012 Aurora Road
Melbourne, FL 32935
Phone: (321) 259-2885
Fax: (321) 254-1518
EC13003441 CGC158099

Sold To: Baytree CDD 135 W. Central Blvd Suite 320 Orlando FL 32801	QUOTATION Quote: 00000611 Date: Aug17/16 Reference Number
Job Location 135 W. Central Blvd Suite 320 Orlando FL 32801	Quoted By: Adam Lucker Email: alucker@eg-electric.com

Description	Total
We are pleased to submit our quotation for the following work:	
Add power for sign at back entrance.	
Subtotal	497.00
Total Quotation	497.00



Bliss Products and Services, Inc
6831 S. Sweetwater Rd.
Lithia Springs, GA 30122
(800) 248-2547
(770) 920-1915 Fax

Quote # **36609**

Sales Rep: Ross Smith
ross@blissproducts.com
C: (407) 620-2372

**Governmental Management
Services, Central Florida**

Date 8/25/2016 **Project** brevard county
baytree

Bill To
Governmental Management Services,
Central Florida
135 W. Central Blvd.
Suite 320
Orlando, FL 32801
orlando, FL, 32801
T: 407 (841) 552-4105

Ship To
Governmental Management
Services, Central Florida

Contact
jason showe

Approximate Ship Date

Ship Via
BEST WAY

Terms
Net 30

Vendor	Part #	Description	Qty	Unit Price	Extended Price
ULT	T964-CDR6	6' CHARLESTON BENCH, WITH BACK CEDAR RECYCLED PLASTIC, THERM	12	\$765.00	\$9,180.00
ULT	P238-CDR6	6' EXTRA HEAVY DUTY TABLE CEDAT RECYCLED PLASTIC - PC FRAME	12	\$755.00	\$9,060.00

Sub Total \$18,240.00

Freight 1,834.33

Taxable Subtotal \$20,074.33 **Tax** 50.00

Financing as low as **\$489.02** / month may be available
pending credit approval.

Grand Total \$20,124.33

Quote valid for 30 days unless otherwise noted.

Installation prices are based on truck access to the site and normal soil conditions. Any buried rock or debris may be cause for additional charges. Any Site preparation or demolition not specified above must be completed prior to installation of the equipment. Site restoration, unless otherwise noted, is not included. Please refer to your installation agreement for further details. Sales tax if applicable is not included. Sales tax exempt certificate will be required for exemption. All orders are subject to approval and acceptance by the manufacturer.

Complete Terms and Conditions can be found at BlissProducts.com/termsandconditions.html

Premium Collection

Benches

Tables

Early Childhood

Other Products

Planters & Receptacles

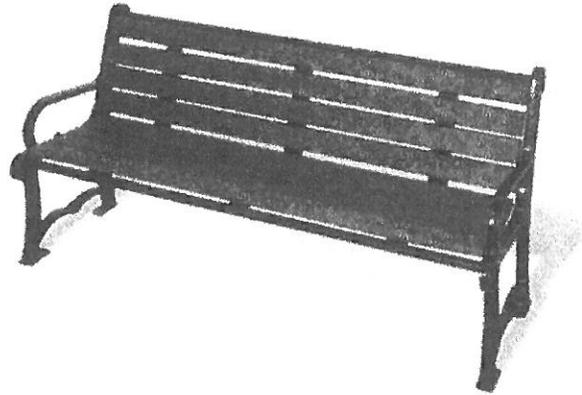
Bike Racks & Bollards

Outdoor Fitness Equip.

Shelters & Shades

Dog Parks

Premium Collection



Charleston Recycled Bench (964)

The Charleston Bench is manufactured with recycled plank seat and an aluminum cast ornate frame for exceptional style. Available in thermoplastic finish only and is available in portable and/ or surface mount.

Downloads: [Plank Color Options](#) | [Frame Color Options](#) | [Warranty](#)

Catalog
Request a catalog at the link below
[Get a Catalog >](#)

Name
Email Address

[Register](#)

[Questions?](#) [Visit FAQ >](#)

Specifications

- 6' and 8' lengths
- 1-1/2" cast aluminum frame
- All stainless steel hardware

(GRY) Gray Recycled Plastic		
6' Charleston Recycled Bench	Download S | P | WM | 964-GRY6	
8' Charleston Recycled Bench	964-GRY8	
(CDR) Cedar Recycled Plastic		
6' Charleston Recycled Bench	Download S | P | WM | 964-CDR6	
8' Charleston Recycled Bench	964-CDR8	
(BRN) Brown Recycled Plastic		
6' Charleston Recycled Bench	Download S | P | WM | 964-BRN6	
8' Charleston Recycled Bench	964-BRN8	
(GRN) Green Recycled Plastic		
6' Charleston Recycled Bench	Download S | P | WM | 964-GRN6	
8' Charleston Recycled Bench	964-GRN8	



Premium Collection

Tables

Benches

Tables

Early Childhood

Other Products

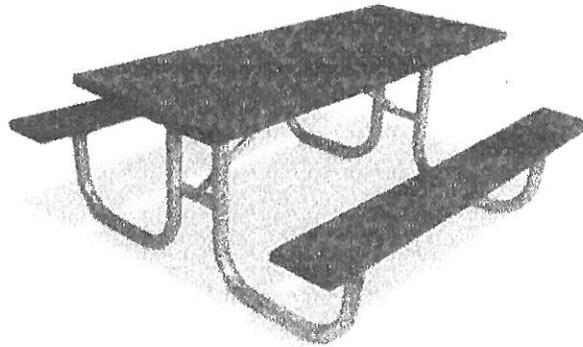
Planters & Receptacles

Bike Racks & Bollards

Outdoor Fitness Equip.

Shelters & Shades

Dog Parks



Traditional Extra Heavy-Duty Rectangular Table (238)

The UltraSite 238 table has a 2-3/8" O.D. frame. Table has pre-drilled holes for a portable and/or surface mount frame. (Shown with Green Recycled Planks)

Downloads: [Frame Color Options](#) | [Plank Color Options](#) | [Warranty](#)



Specifications

- 6' and 8' lengths with walk-thru design
- Available in an 8' ADA accessible option with choice of single or double-sided handicap accessibility
- 2-3/8" O.D. all MIG welded frame with 1-5/16" O.D. brace
- All zinc plated hardware

Catalog
 Request a catalog at the link below
[Get a Catalog >](#)

Name

Email Address

Register

Questions?

[Visit FAQ >](#)

(U) Untreated		
6' Rectangular Table	Download P. | 238-U6	
8' Rectangular Table	Download P. | 238-U8	
8' Double ADA Rectangular Table	Download P. | 238H-U8	
8' Single ADA Rectangular Table	Download P. | 238HS-U8	

(PT) Pressure Treated		
6' Rectangular Table	Download P. | 238-PT6	
8' Rectangular Table	Download P. | 238-PT8	
8' Double ADA Rectangular Table	Download P. | 238H-PT8	
8' Single ADA Rectangular Table	Download P. | 238HS-PT8	

(T) Redwood Stain		
6' Rectangular Table	Download P. | 238-T6	
8' Rectangular Table	Download P. | 238-T8	
8' Double ADA Rectangular Table	Download P. | 238H-T8	

Baytree Community Development District
135 W. Central Blvd Suite 320, Orlando Florida 32801

Memorandum

DATE: October 5, 2016

TO: Jason Showe via email
District Manager

FROM: Brian White
Field Services Manager

RE: Baytree CDD Monthly Managers Report – October 5, 2016

The following is a summary of activities related to the field operations of the Baytree Community Development District.

Swimming Pool:

1. The pool is operating properly with minor issues.
2. We are currently obtaining price quotes to replace the pool entrance gate and storage room door.
3. Baytree Pool and Tennis Club sign has been replaced.
4. Meter/Backflow had issues onsite on 10/3/16. Plumbers were called and repairs were made.

Gates:

1. Transponders are still being installed on resident vehicles.
2. A gate arm at the main entrance was struck and has been replaced. Staff is currently in the process of seeking reimbursement.

Lakes:

1. ECOR is addressing algae and aquatic weed issues in some of the lakes throughout the community.
2. The lights at the fountain have been repaired.
3. ECOR has advised that the stormwater structures will be cleared.

Landscaping:

1. Turf has been mowed.
2. Trash picked up.
3. Weeds being pulled and sprayed.
4. Preserve areas have been cleaned up and pepper trees have been removed from various areas in the community. Awaiting some additional pepper tree removals.

Other:

1. Don Bo, Inc. has grinded/replaced sidewalks on Bradwick Way, Balmoral Way, and Kingswood Way.
2. Lights at the tennis court have been repaired.

Sincerely,

Brian White

Baytree

Community Development District

Summary of Check Register

July 27, 2016 to September 27, 2016

Fund	Date	Check No.'s	Amount
General Fund	7/28/16	52664-52667	\$ 7,822.69
	8/4/16	52668-52674	\$ 1,252.00
	8/7/16	52675	\$ 6,161.67
	8/11/16	52676-52684	\$ 17,627.65
	8/18/16	52685-52690	\$ 881.00
	8/26/16	52691-52692	\$ 15,050.40
	9/1/16	52693-52699	\$ 15,139.00
	9/8/16	52700-52703	\$ 3,662.26
	9/11/16	52704	\$ 5,975.47
	9/16/16	52705	\$ 800.00
	9/19/16	52706-52714	\$ 30,149.93
	9/20/16	52715	\$ 7,500.00
Capital Projects Fund	9/1/16	52	\$ 783.00
			\$ 783.00
Community Beautification Fund	9/8/16	12	\$ 3,500.00
	9/20/16	13-14	\$ 10,950.00
			\$ 14,450.00
Payroll	<u>August 2016</u>		
	Carolyn Witcher	50338	\$ 184.70
	Edward Rizzotti	50339	\$ 184.70
	Gilbert Mills	50340	\$ 184.70
	Maria Hernandez	50341	\$ 183.87
	Nancy O'Hare	50342	\$ 184.70
			\$ 922.67
			\$ 128,177.74

BANK A BAYTREE CDD-GENERAL
 BANK A BAYTREE CDD-GENERAL

CHECK DATE	VEND#	INVOICE DATE	EXPENSED TO	YRMO	DPT	ACCT#	SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK AMOUNT
7/28/16	00047	7/07/16	S-87228 RPL ARM BARRIER/SHEAR PIN	201607	320-53800	41100			ACCESS CONTROL TECHNOLOGIES	*	631.79	631.79 052664
7/28/16	00004	6/30/16	135070 CDD MTG/FDOT/ELECTIONS	201606	310-51300	31500			BILLING, COCHRAN, LYLES, MAURO&RAMSEY	*	2,520.50	2,520.50 052665
7/28/16	00158	7/15/16	5459 PERMITS/INTRCLCL AGRMT/ROW	201606	310-51300	31500			CANTWELL & GOLDMAN	*	420.00	420.00 052666
7/28/16	00113	7/19/16	2138489 SECURITY JUL08-JUL14	201607	320-53800	34500			UNIVERSAL PROTECTION SERVICE, LLC	*	2,125.20	2,125.20 052667
7/26/16	2133804	201607	320-53800-34500							*	2,125.20	2,125.20 052668
8/04/16	00132	7/05/16	22353A ADMINISTRATION FEE	201607	320-53800	34500				*	9.00	9.00 052669
7/06/16	22362A	201607	320-53800-34500							*	9.00	9.00 052670
7/15/16	22435A	201607	320-53800-34500							*	9.00	9.00 052671
7/15/16	22438A	201607	320-53800-34500							*	9.00	9.00 052672
7/19/16	22495A	201607	320-53800-34500							*	9.00	9.00 052673
7/20/16	22506A	201607	320-53800-34500							*	9.00	9.00 052674
7/26/16	22543A	201607	320-53800-34500							*	9.00	9.00 052675
7/29/16	22561A	201607	320-53800-34500							*	9.00	9.00 052676
8/04/16	00159	7/06/16	22362 SECURITY 07/06/16	201607	320-53800	34500			BREVARD COUNTY SHERIFF'S OFFICE	*	90.00	90.00 052677
7/26/16	22543	201607	320-53800-34500							*	90.00	90.00 052678
8/04/16	00017	7/24/16	302317 JANITORIAL SERVICES-JUL16	201607	320-53800	46200			CHRISTOPHER LITTLE	*	350.00	350.00 052679
									J & I JANITORIAL SERVICES	*	180.00	180.00 052680
									BAYT --BAYTREE-- KCOSTA	*	350.00	350.00 052681

BAYTREE GENERAL FUND
 BANK A BAYTREE CDD-GENERAL

CHECK DATE	VEND#	DATE	INVOICE	YRMO	DPT	ACCT#	SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK..... AMOUNT	#
8/04/16	00131	7/19/16	22495	201607	320	53800	-34500		Laurie Ryba	*	90.00	90.00	052671
8/04/16	00144	7/20/16	22506	201607	320	53800	-34500		Laurie Ryba	*	90.00	90.00	052671
7/29/16	22561	201607	320	53800	-34500					*	90.00	90.00	
8/04/16	00163	8/02/16	753	201608	320	53800	-49000		MARK SPENCER	*	200.00	180.00	052672
									RESIDENTS ONLY LAYOUT				
8/04/16	00161	7/15/16	22435	201607	320	53800	-34500		Pyramid Stripping Inc	*	90.00	200.00	052673
7/15/16	22438	201607	320	53800	-34500					*	90.00	90.00	
									WILLIAM YEARTY				
8/07/16	00021	8/01/16	249	201608	310	51300	-34000			*	3,312.17	180.00	052674
8/01/16	249	201608	310	51300	-35100				MANAGEMENT FEES AUG16				
8/01/16	249	201608	310	51300	-35200				COMPUTER TIME AUG16		83.33		
8/01/16	249	201608	310	51300	-51000				WEBSITE ADMIN AUG16		50.00		
8/01/16	249	201608	310	51300	-42000				OFFICE SUPPLIES AUG16		23.40		
8/01/16	249	201608	310	51300	-42500				POSTAGE AUG16		20.58		
8/01/16	250	201608	320	53800	-34000				COPIES AUG16		268.95		
8/01/16	250	201608	320	53800	-41100				FIELD MAINT AUG16		2,253.17		
									GUARDHOUSE CHAIR		150.07		
8/11/16	00012	7/25/16	1842040	201606	310	51300	-31100		GOVERNMENTAL, MANAGEMENT SERVICES	*	6,161.67	6,161.67	052675
									MAILBOX MOD/MNT COST EST		3,611.77		
8/11/16	00140	8/01/16	71839	201608	320	53800	-41100		ATKINS	*	35.00	3,611.77	052676
									ANNUAL FIRE EXTN,INSPEC.				
									ATP FIRE			35.00	
												35.00	052677

BAYT --BAYTREE-- KCOSTA

CHECK DATE	VEND#	INVOICE DATE	YRMO	DPT	ACCT#	SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK.... AMOUNT
8/11/16	00019	7/21/16	16217	201607	320-53800-46200			CLORINATOR/RETAINER RING	*	34.50	
7/28/16	16128	201607	320-53800-46200					LIFE RING/ROPE	*	100.25	
8/01/16	16349080	201608	320-53800-46200					MTHLY POOL SERVICE-AUG16	*	800.00	
8/11/16	00162	7/05/16	22353	201607	320-53800-34500			BEACH POOL SERVICE SECURITY 07/05/16	*	90.00	934.75 052678
8/11/16	00039	7/06/16	291326	201607	320-53800-41100			CHAD MASSOLINI OTRLY PEST CONTROL-JUL16	*	60.00	90.00 052679
7/08/16	289929	201607	320-53800-47000					AQUATIC WEED CONTRL-JUL16	*	2,413.00	
7/27/16	289930	201607	320-53800-47000					NATURAL AREAS MGMT-JUL16	*	350.00	
8/11/16	00008	8/02/16	5-500-23	201608	310-51300-42000			ECOR INDUSTRIES DELIVERY 08/02/16	*	116.45	2,823.00 052680
8/11/16	00023	7/13/16	8199136	201607	310-51300-48000			FEDEX REQ.PROPOSALS-AUDIT SVCS	*	185.09	116.45 052681
7/13/16	8199136	201607	310-51300-48000					NOT.OF MEETING-BUDGET	*	483.06	
8/11/16	00016	8/03/16	35902	201608	320-53800-47300			FLORIDA TODAY MTHLY LANDSCAPE MNT-AUG16	*	7,223.33	668.15 052682
8/11/16	00113	7/31/16	2164588	201607	320-53800-34500			TROPIC-CARE OF FLORIDA, INC. SECURITY JUL22-JUL28	*	2,125.20	7,223.33 052683
8/18/16	00132	8/02/16	22601A	201608	320-53800-34500			UNIVERSAL PROTECTION SERVICE, LLC ADMINISTRATION FEE	*	9.00	2,125.20 052684
8/06/16	22634A	201608	320-53800-34500					ADMINISTRATION FEE	*	9.00	
8/18/16	00162	8/02/16	22601	201608	320-53800-34500			BREVARD COUNTY SHERIFF'S OFFICE SECURITY 08/02/16	*	90.00	18.00 052685
								CHAD MASSOLINI			90.00 052686

BAYT --BAYTREE-- KCOSTA

CHECK DATE	VEND#	INVOICE DATE	INVOICE	EXPENSED TO YRMO	DPT	ACCT#	SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK AMOUNT
8/18/16	00123	8/05/16	W10279	201608	320	53800	47500			*	191.25	
			BREAKER OFF/TURN ON									
8/11/16	W10300	201608	320-53800-51300							*	148.75	
			RPR BRKN WIRE/TENNIS LGHT									
8/18/16	00164	8/10/16	08102016	201608	320	53800	41100		EAU GALLIE ELECTRIC INC.	*	264.00	340.00
			GLASS DOOR REPAIR									052687
8/18/16	00136	8/06/16	22634	201608	320	53800	34500		GUS' WINDOW AND DOOR MAINTENANCE	*	90.00	264.00
			SECURITY 08/05/16									052688
8/18/16	00084	8/17/16	35701	201608	320	53800	49000		JEFFREY COLON	*	79.00	90.00
			RENT STORAGE FEE-SEP16									052689
8/26/16	00016	8/03/16	35950	201608	320	53800	47200		VIERA STORAGE COMPANY	*	6,400.00	79.00
			RMV PEPPER TREES/KESSING									052690
8/03/16	35950	201608	320-53800-47200							*	4,400.00	
			RMV PEPPER TREES/DEERHUR									
8/26/16	00113	8/09/16	2173622	201607	320	53800	34500		TROPIC-CARE OF FLORIDA, INC.	*	910.80	10,800.00
			SECURITY JUL29-JUL31									052691
8/09/16	2173622A	201608	320-53800-34500							*	1,214.40	
			SECURITY AUG01-AUG04									
8/16/16	2600536	201608	320-53800-34500							*	2,125.20	
			SECURITY AUG05-AUG11									
9/01/16	00012	8/15/16	1843254	201607	310	51300	31100		UNIVERSAL PROTECTION SERVICE, LLC	*	4,284.00	4,250.40
			ALGAE COORD/CONSRV/SURVEY									052692
9/01/16	00047	8/09/16	S-87835	201608	320	53800	41100		ATKINS	*	370.50	4,284.00
			REPLC BARRIER GATE ARM									052693
9/01/16	00004	7/31/16	135691	201607	310	51300	31500		ACCESS CONTROL TECHNOLOGIES	*	1,485.00	370.50
			LKE MNT AGR/INTERLOCK AGR									052694
9/01/16	00158	8/15/16	5566	201607	310	51300	31500		BILLING, COCHRAN, LYLES, MAURO&RAMSEY	*	665.00	1,485.00
			INTERLOCAL AGR/AGENDA									052695

BAYT --BAYTREE-- KCOSTA

CHECK DATE	VEND#	INVOICE DATE	INVOICE YRMO	DPT	ACCT#	SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK..... AMOUNT
9/01/16	00077	8/15/16	5566A	201608	310-51300-31500			CANTWELL & GOLDMAN	*	630.00	
											1,295.00 052696
9/01/16	00016	8/17/16	6812	201608	320-53800-47500			KENDAL SIGNS	*	629.30	
											629.30 052697
9/01/16	00113	8/17/16	35980	201608	320-53800-47400			TROPIC-CARE OF FLORIDA, INC.	*	700.00	
											4,950.00 052698
9/08/16	00123	8/23/16	W10352	201608	320-53800-47500			UNIVERSAL PROTECTION SERVICE, LLC	*	1,067.06	
											2,125.20 052699
9/08/16	00017	8/27/16	302327	201608	320-53800-46200			EAU GALLIE ELECTRIC INC.	*	350.00	
											1,067.06 052700
9/08/16	00165	9/02/16	09022016	201609	320-53800-47400			J & I JANITORIAL SERVICES	*	120.00	
											350.00 052701
9/08/16	00113	8/30/16	2211559	201608	320-53800-34500			TIMOTHY DYSON	*	2,125.20	
											120.00 052702
9/11/16	00021	9/01/16	251	201609	310-51300-34000			UNIVERSAL PROTECTION SERVICE, LLC	*	3,312.17	
											2,125.20 052703
											83.33
											50.00
											2.19
											29.36

BAYT --BAYTREE-- KCOSTA

CHECK DATE	VEND#	DATE	INVOICE	YRMO	DPT	ACCT#	SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	.....CHECK..... AMOUNT
9/16/16	00103	9/16/16	09162016	201609	310	51300	31500		GOVERNMENTAL MANAGEMENT SERVICES	*	800.00	5,975.47 052704
			APPEAL FEE									
9/19/16	00047	8/31/16	P-25564	201608	320	53800	34700		BREVARD COUNTY BOARD	*	2,208.28	800.00 052705
			TRANSPONDERS/STICKERS									
8/31/16	S-88920	201608	320-53800-41100							*	90.00	
			LABOR AUG16									
8/31/16	S-88920	201608	320-53800-41100							*	150.00	
			TRAVEL AUG 16									
8/31/16	S-88920	201608	320-53800-41100							*	219.00	
			8' PADDED GATE ARM									
8/31/16	S-88920	201608	320-53800-41100							*	24.16	
			SHEAR PIN									
8/31/16	S-88920	201608	320-53800-41100							*	10.70	
			FREIGHT ON PARTS									
9/19/16	00019	9/01/16	16349090	201608	320	53800	46200		ACCESS CONTROL TECHNOLOGIES	*	625.00	2,702.14 052706
			MTHLY POOL SERVICE-SEP16									
9/19/16	00039	8/04/16	291745	201608	320	53800	47000		BEACH POOL SERVICE	*	2,413.00	625.00 052707
			AQUATIC WEED CTRL-AUG16									
9/19/16	00085	8/16/16	4725	201609	300	15500	10000		ECOR INDUSTRIES	*	4,785.00	2,413.00 052708
			PROPERTY INSURANCE-FY17									
8/16/16	4725	201609	300-15500-10000							*	7,744.00	
			GEN.LIAB/PUB.OFFICE-FY17									
9/19/16	00008	9/06/16	5-537-26	201609	310	51300	42000		EGIS INSURANCE ADVISORS, LLC.	*	25.54	12,529.00 052709
			DELIVERY 09/06/16									
9/19/16	00023	9/20/16	8238306	201607	310	51300	48000		FEDEX	*	145.60	25.54 052710
			NOT OF MEETING-AUDIT COMM									
									FLORIDA TODAY			145.60 052711

BAYT --BAYTREE-- KCOSTA

CHECK DATE	VEND#	INVOICE DATE	INVOICE	YRMO	DPT	ACCT#	SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	...CHECK... AMOUNT
9/19/16	00016	9/02/16	36040	201609	320-53800-47300				MONTHLY LAWN SERVIC-SEP16	*	7,223.33	
9/19/16	00113	9/06/16	2238832	201608	320-53800-34500				TROPIC-CARE OF FLORIDA, INC.	*	2,125.20	7,223.33 052712
		9/13/16	2227851	201609	320-53800-34500				SECURITY AUG26-SEP01	*	2,277.12	
									SECURITY SEP02-SEP08	*		
9/19/16	00084	9/16/16	36248	201609	320-53800-49000				UNIVERSAL PROTECTION SERVICE, LLC	*	84.00	4,402.32 052713
									RENT STORAGE FEE-OCT16	*		
9/20/16	00021	9/15/16	253	201609	300-15500-10000				VIERA STORAGE COMPANY	*	7,500.00	84.00 052714
									FY17 ASSESSMENT ROLL CERT	*		
									GOVERNMENTAL MANAGEMENT SERVICES	*		7,500.00 052715
TOTAL FOR BANK A											112,022.07	
TOTAL FOR REGISTER											112,022.07	

BAYT --BAYTREE-- KCOSTA

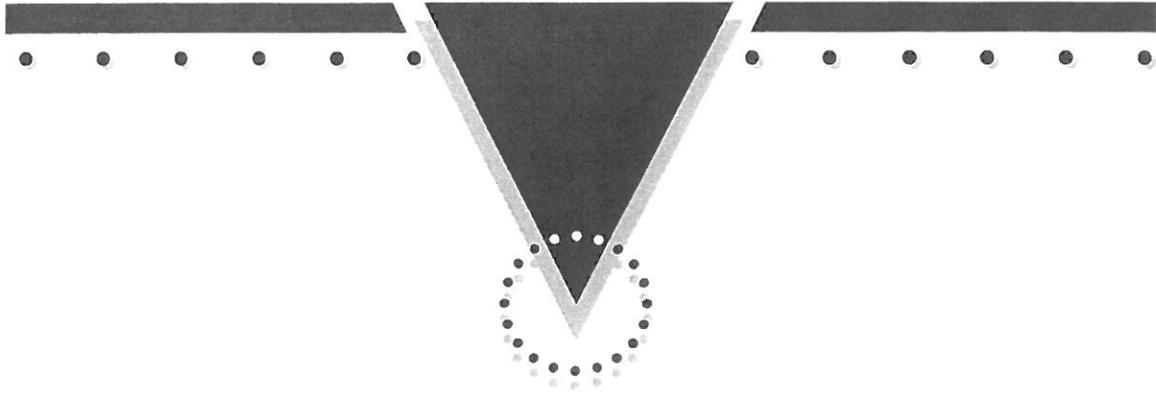
CHECK DATE	VEND#INVOICE DATEINVOICEEXPENSED TO.....	YRMO	DPT	ACCT#	SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNTCHECK..... AMOUNT #
9/01/16	00059	8/23/16	11742	RMV/REPL/GRIND SIDEWALK	201608	600	53800	-	46200	DON BO, INC.	*	783.00	783.00
-----												783.00	
TOTAL FOR BANK B												783.00	
TOTAL FOR REGISTER												783.00	

BAYT --BAYTREE-- KCOSTA

CHECK DATE	VEND#	INVOICE DATE	INVOICE YRMO	DPT ACCT#	SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK.... AMOUNT #
9/08/16	00002	8/25/16	36008	201608	600-53800-47300		CLEAN-PEPPER TREES/OAKS	*	3,500.00	
9/20/16	00002	8/31/16	36024	201608	600-53800-47300		TROPIC-CARE OF FLORIDA, INC.	*	3,500.00	3,500.00 000012
		9/06/16	36117	201609	600-53800-47300		CLEAN UP PRESERVE AREA REMOVE/CLEAN PEPPER TREE	*	3,200.00	
9/20/16	00004	9/22/16	09222016	201609	600-20700-10000		TROPIC-CARE OF FLORIDA, INC.	*	4,250.00	6,700.00 000013
							REMB.TROPIC CARE INV35986			
							BAYTREE CDD			4,250.00 000014

TOTAL FOR BANK D 14,450.00
TOTAL FOR REGISTER 14,450.00

BAYT --BAYTREE-- KCOSTA



Baytree

Community Development District

Unaudited Financial Reporting
August 31, 2016



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9	<hr/>	Assessment Receipt Schedule

Baytree

Community Development District

Combined Balance Sheet

For the Period Ended August 31, 2016

	General Fund	Capital Projects Fund	Totals (Memorandum Only) 2016
<u>Assets:</u>			
<u>Cash:</u>			
Wells Fargo	\$165,765	---	\$165,765
SunTrust - Capital Reserves	---	\$156,795	\$156,795
SunTrust - Pavement Management	---	\$157,692	\$157,692
Regions - Community Beautification	---	\$46,439	\$46,439
Due From Beautification	\$4,250	---	\$4,250
<u>Investments:</u>			
Custody	\$1,022	---	\$1,022
Total Assets	\$171,036	\$360,926	\$531,962
<u>Liabilities:</u>			
Accounts Payable	\$29,538	---	\$29,538
Accounts Payable	---	\$783	\$783
Accounts Payable	---	\$7,000	\$7,000
Due From General Fund	---	\$4,250	\$4,250
<u>Fund Balances:</u>			
Assigned	---	\$156,012	\$156,012
Assigned	---	\$157,692	\$157,692
Assigned	---	\$35,189	\$35,189
Unassigned	\$141,498	---	\$141,498
Total Liabilities and Fund Equity & Other Credits	\$171,036	\$360,926	\$527,712

Baytree
Community Development District
General Fund
Statement of Revenues & Expenditures
For the Period Ended August 31, 2016

	Adopted Budget	Prorated Budget Thru 08/31/16	Actual Thru 08/31/16	Variance
Revenues:				
Maintenance Assessments	\$695,968	\$695,968	\$698,874	\$2,906
Interest Income - Investments	\$0	\$0	\$7	\$7
Miscellaneous Income (IOB Cost Share Agreement)	\$28,262	\$21,198	\$21,198	\$0
Miscellaneous Income	\$4,000	\$3,667	\$4,982	\$1,315
Total Revenues	\$728,230	\$720,832	\$725,059	\$4,227

Expenditures:

Administrative

Supervisor Fees	\$8,000	\$7,000	\$6,600	\$400
FICA	\$612	\$561	\$505	\$56
Engineering	\$25,000	\$22,917	\$31,486	(\$8,570)
Attorney Fees	\$17,750	\$16,271	\$37,024	(\$20,753)
Assessment Administration	\$7,500	\$7,500	\$7,500	\$0
Annual Audit	\$3,600	\$3,600	\$3,600	\$0
Management Fees	\$39,746	\$36,434	\$36,434	\$0
Computer Time	\$1,000	\$917	\$917	\$0
Telephone	\$150	\$138	\$0	\$138
Postage	\$1,500	\$1,375	\$1,037	\$338
Insurance	\$13,700	\$13,700	\$12,274	\$1,426
Tax Collector Fee	\$13,970	\$13,970	\$13,973	(\$3)
Printing & Binding	\$1,700	\$1,558	\$1,307	\$251
Legal Advertising	\$1,200	\$1,100	\$1,116	(\$16)
Website Maintenance	\$600	\$550	\$550	\$0
Other Current Charges	\$1,250	\$1,146	\$971	\$175
Office Supplies	\$400	\$367	\$147	\$219
Property Taxes	\$250	\$250	\$228	\$22
Dues, Licenses & Subscriptions	\$175	\$175	\$175	\$0
Total Administrative	\$138,103	\$129,528	\$155,846	(\$26,318)

Baytree
Community Development District
General Fund
Statement of Revenues & Expenditures
For the Period Ended August 31, 2016

	Adopted Budget	Prorated Budget Thru 08/31/16	Actual Thru 08/31/16	Variance
<u>Operation and Maintenance</u>				
Security	\$115,546	\$105,917	\$106,825	(\$908)
Gate Maintenance Contract	\$1,200	\$1,200	\$1,100	\$100
Maintenance - Gate House	\$10,000	\$9,167	\$5,078	\$4,089
Telephone - Gate House	\$7,500	\$6,875	\$6,330	\$545
Transponders	\$3,500	\$6,623	\$6,623	\$0
Field Management Fees	\$27,038	\$24,785	\$24,785	(\$0)
Electric	\$52,090	\$47,749	\$42,165	\$5,584
Water & Sewer	\$19,192	\$17,593	\$3,627	\$13,966
Gas	\$7,453	\$6,832	\$5,399	\$1,433
Maintenance - Lakes	\$36,600	\$33,550	\$31,162	\$2,389
Maintenance - Landscape	\$86,680	\$79,457	\$79,457	\$0
Maintenance - Additional Landscape	\$18,000	\$16,500	\$27,525	(\$11,025)
Maintenance - Pool	\$16,450	\$15,079	\$16,589	(\$1,510)
Maintenance - Irrigation	\$6,000	\$5,500	\$4,374	\$1,126
Maintenance - Lighting	\$7,000	\$6,417	\$8,997	(\$2,580)
Maintenance - Monuments	\$3,500	\$3,208	\$5,890	(\$2,682)
Maintenance - Other Field (R&M General)	\$4,000	\$3,667	\$3,481	\$185
Maintenance - Playground	\$500	\$458	\$0	\$458
Maintenance - Tennis Court	\$1,000	\$917	\$1,319	(\$402)
Christmas Lighting	\$4,000	\$4,000	\$983	\$3,018
Operating Supplies	\$750	\$688	\$0	\$688
Sidewalk/Curb Cleaning	\$5,000	\$4,583	\$3,710	\$873
Miscellaneous	\$1,000	\$917	\$0	\$917
Total Operation and Maintenance	\$433,999	\$401,680	\$385,417	\$16,263
<u>Reserves</u>				
Transfer Out - Capital Projects - Paving	\$52,761	\$52,761	\$52,761	\$0
Transfer Out - Capital Projects - IOB Funds	\$17,239	\$17,239	\$17,239	\$0
Transfer Out - Reserves	\$40,860	\$40,860	\$40,860	\$0
Transfer Out - Community Beautification Fund	\$45,268	\$45,268	\$45,268	\$0
Total Reserves	\$156,128	\$156,128	\$156,128	\$0
Total Expenditures	\$728,230		\$697,391	
Excess Revenues (Expenditures)	(\$0)		\$27,669	
Fund Balance - Beginning	\$0		\$113,830	
Fund Balance - Ending	\$0		\$141,498	

Baytree
Community Development District
Capital Reserves Fund
 Summary of Revenues & Expenditures
 For the Period Ended August 31, 2016

	Adopted Budget	Prorated Budget Thru 08/31/16	Actual Thru 08/31/16	Variance
Revenues:				
Transfer In	\$40,860	\$40,860	\$40,860	\$0
Interest Income	\$100	\$92	\$69	(\$23)
Total Revenues	\$40,960	\$40,952	\$40,929	(\$23)
Expenditures:				
Lake Bank Restoration	\$15,000	\$13,750	\$0	\$13,750
Sidewalk/Gutter Repair	\$12,000	\$11,000	\$6,191	\$4,809
Drainage Maintenance	\$10,000	\$9,167	\$0	\$9,167
Curb - Tree Trimming/Replacements	\$6,500	\$5,958	\$0	\$5,958
Recreation Center Repaving	\$2,000	\$1,833	\$1,060	\$773
Pool Resurface/R&R	\$0	\$0	\$15,464	(\$15,464)
Mailbox Repairs	\$0	\$0	\$5,598	(\$5,598)
Bank Fees	\$250	\$229	\$0	\$229
Total Expenditures	\$45,750	\$41,938	\$28,313	\$13,625
Excess Revenues (Expenditures)	(\$4,790)		\$12,616	
Fund Balance - Beginning			\$143,396	
Fund Balance - Ending			\$156,012	

Baytree
Community Development District
Pavement Management Fund
 Summary of Revenues & Expenditures
 For the Period Ended August 31, 2016

	Adopted Budget	Prorated Budget Thru 08/31/16	Actual Thru 08/31/16	Variance
Revenues:				
Transfer In - Baytree	\$52,761	\$52,761	\$52,761	\$0
Transfer In - IOB	\$17,239	\$17,239	\$17,239	\$0
Interest Income	\$75	\$69	\$61	(\$8)
Total Revenues	\$70,075	\$70,069	\$70,061	(\$8)
Expenditures:				
Roadway Paving	\$0	\$0	\$0	\$0
Total Expenditures	\$0	\$0	\$0	\$0
Excess Revenues (Expenditures)	\$70,075		\$70,061	
Fund Balance - Beginning	\$69,593		\$87,631	
Fund Balance - Ending	\$139,668		\$157,692	

Baytree
Community Development District
Community Beautification
 Summary of Revenues & Expenditures
 For the Period Ended August 31, 2016

	Adopted Budget	Prorated Budget Thru 08/31/16	Actual Thru 08/31/16	Variance
Revenues:				
Transfer In	\$45,268	\$45,268	\$45,268	\$0
Total Revenues	\$45,268	\$45,268	\$45,268	\$0
Expenditures:				
Monument Reconstruction	\$0	\$0	\$3,850	(\$3,850)
Landscape Improvements	\$0	\$0	\$11,250	(\$11,250)
Bank Fees	\$0	\$0	\$92	(\$92)
Total Expenditures	\$0	\$0	\$15,192	(\$15,192)
Excess Revenues (Expenditures)	\$45,268		\$30,076	
Fund Balance - Beginning			\$5,113	
Fund Balance - Ending			\$35,189	

**Baytree
Community Development District**

	Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Sept	Total
Revenues:													
Maintenance Assessments	\$0	\$69,927	\$540,660	\$25,304	\$18,050	\$6,031	\$21,482	\$6,334	\$11,085	\$0	\$0	\$0	\$698,874
Interest Income - Investments	\$4	\$1	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$7
Miscellaneous Income (JOB Cost Share Agreement)	\$0	\$0	\$7,066	\$0	\$0	\$7,066	\$0	\$0	\$7,066	\$0	\$0	\$0	\$21,198
Miscellaneous Income	\$429	\$220	\$585	\$380	\$550	\$415	\$564	\$544	\$412	\$415	\$469	\$0	\$4,982
Total Revenues	\$433	\$70,148	\$548,311	\$25,685	\$18,599	\$13,512	\$22,046	\$6,878	\$18,563	\$415	\$469	\$0	\$725,059
Expenditures:													
Administrative													
Supervisor Fees	\$800	\$0	\$1,000	\$0	\$800	\$0	\$1,000	\$1,000	\$1,000	\$0	\$1,000	\$0	\$6,600
FICA	\$61	\$0	\$77	\$0	\$61	\$0	\$77	\$77	\$77	\$0	\$77	\$0	\$505
Engineering	\$1,823	\$1,613	\$1,147	\$945	\$1,620	\$0	\$9,435	\$7,009	\$3,612	\$4,284	\$0	\$0	\$31,486
Assessment Roll	\$7,500	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$7,500
Attorney	\$4,032	\$2,048	\$2,610	\$1,658	\$3,141	\$2,428	\$7,235	\$4,343	\$4,041	\$2,150	\$3,320	\$0	\$37,024
Annual Audit	\$0	\$0	\$0	\$0	\$0	\$2,000	\$1,600	\$0	\$0	\$0	\$0	\$0	\$3,600
Management Fees	\$3,312	\$3,312	\$3,312	\$3,312	\$3,312	\$3,312	\$3,312	\$3,312	\$3,312	\$3,312	\$3,312	\$0	\$36,434
Computer Time	\$83	\$83	\$83	\$83	\$83	\$83	\$83	\$83	\$83	\$83	\$83	\$0	\$917
Telephone	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Postage	\$142	\$49	\$119	\$24	\$135	\$20	\$125	\$247	\$22	\$17	\$137	\$0	\$1,037
Insurance	\$12,274	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$12,274
Tax Collector Fee	\$0	\$0	\$0	\$13,973	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$13,973
Printing & Binding	\$100	\$241	\$81	\$38	\$93	\$23	\$81	\$251	\$121	\$10	\$269	\$0	\$1,307
Legal Advertising	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$302	\$0	\$814	\$0	\$0	\$1,116
Website Maintenance	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$0	\$550
Other Current Charges	\$73	\$76	\$60	\$96	\$110	\$94	\$84	\$93	\$90	\$85	\$112	\$0	\$971
Office Supplies	\$24	\$1	\$23	\$2	\$24	\$1	\$24	\$1	\$23	\$1	\$23	\$0	\$147
Property Taxes	\$0	\$728	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$728
Dues, Licenses & Subscriptions	\$175	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$175
Total Administrative	\$30,468	\$7,702	\$8,562	\$20,180	\$9,429	\$8,011	\$23,107	\$16,767	\$12,430	\$10,806	\$8,384	\$0	\$155,846

Baytree Community Development District

Field:	Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Sept	Total
Security	\$9,428	\$9,710	\$9,684	\$9,789	\$9,222	\$10,389	\$9,108	\$9,563	\$9,565	\$10,455	\$9,913	\$0	\$106,825
Gate Maintenance Contract	\$0	\$0	\$0	\$0	\$0	\$0	\$1,100	\$0	\$0	\$0	\$0	\$0	\$1,100
Maintenance - Gate House	\$84	\$649	\$63	\$300	\$963	\$482	-\$456	\$620	\$774	\$692	\$906	\$0	\$5,078
Telephone - Gate House	\$559	\$554	\$575	\$583	\$576	\$575	\$575	\$575	\$575	\$590	\$594	\$0	\$6,330
Transponders	\$3,246	\$0	\$0	\$0	\$0	\$0	\$0	\$1,168	\$0	\$0	\$2,208	\$0	\$6,623
Field Management Fees	\$2,253	\$2,253	\$2,253	\$2,253	\$2,253	\$2,253	\$2,253	\$2,253	\$2,253	\$2,253	\$2,253	\$0	\$24,785
Electric	\$3,996	\$3,910	\$3,834	\$3,933	\$3,750	\$3,702	\$3,840	\$3,769	\$3,760	\$3,882	\$3,790	\$0	\$42,165
Water & Sewer	\$291	\$343	\$306	\$407	\$367	\$496	\$435	\$514	\$500	-\$389	\$357	\$0	\$3,627
Gas	\$30	\$351	\$561	\$803	\$803	\$1,193	\$566	\$355	\$127	\$42	\$31	\$0	\$5,399
Maintenance - Lakes	\$2,642	\$2,763	\$2,413	\$5,403	\$2,413	\$2,763	\$2,413	\$2,763	\$2,413	\$2,763	\$2,413	\$0	\$31,162
Maintenance - Landscape	\$7,223	\$7,223	\$7,223	\$7,223	\$7,223	\$7,223	\$7,223	\$7,223	\$7,223	\$7,223	\$7,223	\$0	\$79,457
Maintenance - Pool	\$0	\$2,250	\$0	\$7,650	\$0	\$4,900	\$0	\$1,650	\$0	\$275	\$10,800	\$0	\$27,525
Maintenance - Irrigation	\$1,099	\$975	\$1,070	\$1,115	\$975	\$2,399	\$2,543	\$1,434	\$1,688	\$1,445	\$1,846	\$0	\$16,589
Maintenance - Lighting	\$0	\$0	\$0	\$0	\$0	\$0	\$3,674	\$0	\$0	\$0	\$700	\$0	\$4,374
Maintenance - Monuments	\$1,281	\$596	\$412	\$0	\$109	\$208	\$458	\$623	\$0	\$3,423	\$1,888	\$0	\$8,997
Maintenance - Other Field (R&M General)	\$3,140	\$0	\$1,800	\$0	\$0	\$0	\$950	\$0	\$0	\$0	\$0	\$0	\$5,890
Maintenance - Playground	\$773	\$178	\$102	\$186	\$129	\$129	\$215	\$979	\$201	\$311	\$279	\$0	\$3,481
Maintenance - Tennis Court	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Christmas Lighting	\$0	\$0	\$0	\$0	\$675	\$0	\$0	\$495	\$0	\$0	\$149	\$0	\$1,319
Operating Supplies	\$0	\$0	\$983	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$983
Sidewalk Cleaning	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Miscellaneous	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$800	\$2,910	\$0	\$0	\$0	\$3,710
Total Field	\$36,044	\$31,756	\$31,278	\$39,645	\$29,995	\$36,711	\$34,898	\$34,784	\$31,991	\$32,965	\$45,351	\$0	\$385,417
Reserves:													
Transfer Out - Capital Projects - Paving	\$0	\$0	\$0	\$52,761	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$52,761
Transfer Out - Capital Projects - ICB Funds	\$0	\$0	\$0	\$17,239	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$17,239
Transfer Out - Reserves	\$0	\$0	\$0	\$40,860	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$40,860
Transfer Out - Community Beautification Fund	\$0	\$0	\$0	\$45,268	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$45,268
Total Reserves	\$0	\$0	\$0	\$156,128	\$0	\$0	$0	$0	$0	$0	$0	$0	\$156,128
Total Expenditures	\$66,512	\$39,457	\$39,840	\$215,953	\$39,424	\$44,722	\$58,004	\$51,551	\$44,421	\$43,771	\$53,735	\$0	\$697,391
Excess Revenues (Expenditures)	(\$66,080)	\$30,691	\$508,471	(\$190,269)	(\$20,825)	(\$31,210)	(\$55,958)	(\$44,673)	(\$25,858)	(\$43,356)	(\$53,266)	\$0	\$27,669

**BAYTREE
COMMUNITY DEVELOPMENT DISTRICT**

SPECIAL ASSESSMENT RECEIPTS - FY2016

TAX COLLECTOR

Gross Assessments \$ 725,083
Net Assessments \$ 696,080

Date Received	Dist.	Gross Assessments Received	Discounts/ Penalties	Interest Income	Net Amount Received
11/4/15	ACH	\$ 9,882.35	\$ 484.18	\$ 14.37	\$ 9,412.54
11/18/15	ACH	\$ 63,035.86	\$ 2,521.50	\$ -	\$ 60,514.36
12/7/15	ACH	\$ 522,736.40	\$ 20,910.00	\$ -	\$ 501,826.40
12/21/15	ACH	\$ 40,331.10	\$ 1,497.02	\$ -	\$ 38,834.08
1/12/16	ACH	\$ 26,102.84	\$ 798.39	\$ -	\$ 25,304.45
2/11/16	ACH	\$ 18,449.52	\$ 399.75	\$ -	\$ 18,049.77
3/4/16	ACH	\$ 6,123.14	\$ 92.25	\$ -	\$ 6,030.89
4/7/16	ACH	\$ 21,481.81	\$ -	\$ -	\$ 21,481.81
5/13/16	ACH	\$ 6,149.84	\$ -	\$ 184.48	\$ 6,334.32
6/3/16	ACH	\$ 4,612.38	\$ -	\$ 138.36	\$ 4,750.74
6/16/16	ACH	\$ 6,149.84	\$ -	\$ 184.48	\$ 6,334.32
		\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -
Totals		\$ 725,055.08	\$ 26,703.09	\$ 521.69	\$ 698,873.68

Meeting Date
January 10, 2017



AGENDA	
Section	CONSENT
Item No.	<i>II.D.4.</i>

AGENDA REPORT
BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS

SUBJECT:	ACKNOWLEDGE RECEIPT OF THE VIERA EAST COMMUNITY DEVELOPMENT DISTRICT RECORDS OF PROCEEDINGS OF OCTOBER 26, 2016 MEETING
DEPT/OFFICE:	BUDGET OFFICE

Requested Action:

It is requested that the Board acknowledge receipt of the Viera East Community Development District Records of Proceedings of the Board of Supervisors meeting held on October 26, 2016.

Summary Explanation & Background:

In accordance with Florida Statute 189.015(1), the Viera East Community Development District is submitting its record of proceedings of the meeting held on October 26, 2016.

Florida Statute 189.015 (1) reads as follows: (1) The governing body of each special district shall file quarterly, semiannually, or annually a schedule of its regular meetings with the local governing authority or authorities. The schedule shall include the date, time and location of each scheduled meeting.

FISCAL IMPACT: There is no financial Impact.

Clerk to the Board instruction: Maintain for records retention

Exhibits Attached: 1) Viera East Community Development District, Records of Proceedings of the Board of Supervisors meeting held on October 26, 2016

Contract /Agreement (If attached): Reviewed by County Attorney		Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	PR	<input type="checkbox"/>
County Manager		Assistant County Manager		Department Director / Extension			
Stockton Whitten		Assistant County Manager		Jill Hayes/ 52857			

Budget

Viera East
Community Development District

135 West Central Blvd., Suite 320, Orlando, FL 32801
Phone: 407-841-5524 - Fax: 407-839-1526

From: Lauren Vanderveer
GMS-CF Administrative Assistant

Date: December 2, 2016

RE: Records of Proceedings of the Board of Supervisors meeting held on
October 26, 2016

Enclosed is a copy of the record of proceedings of the meeting held on October 26, 2016. Please keep them on file for public access, during normal business hours.

Enclosures

Cc: **For information purposes only:**

Tim Melloh
General Manager
2300 Clubhouse Drive
Viera, FL 32955

Stockton Whitten
Brevard County Manager
2725 Judge Fran Jamieson Way, Bldg. C
Melbourne, FL 32940

Betsi Beatty Moist
City Clerk
City of Rockledge
1600 Huntington Lane
Rockledge, Florida 32955



MINUTES OF MEETING
VIERA EAST
COMMUNITY DEVELOPMENT DISTRICT

The regular meeting of the Board of Supervisors of the Viera East Community Development District was held Wednesday, October 26, 2016 at 2:00 p.m. at the First Lutheran Church in the Multi-Purpose Room, 5550 Faith Drive, Viera, Florida.

Present and constituting a quorum were:

Paul McCarthy	Chairman
David Bedwell	Vice Chairman
Vincent Anella	Assistant Secretary
Jo Walsh	Secretary
Bob Fritsch	Treasurer

Also present were:

Jason Showe	District Manager
Tim Melloh	General Manager
Brian White	GMS
Residents	

FIRST ORDER OF BUSINESS

Roll Call

Mr. McCarthy called the meeting to order at 2:00 p.m.

SECOND ORDER OF BUSINESS

Public Comment Period

There being none, the next item followed.

THIRD ORDER OF BUSINESS

**Approval of Minutes of the September 28,
2016 Meeting**

On MOTION by Mr. Fritsch, seconded by Mr. Bedwell, with all in favor, the minutes of the September 28, 2016 meeting was approved.

FOURTH ORDER OF BUSINESS Unfinished Business

A. Discussion of the Master Equipment Lease

Mr. Melloh: We need a motion to approve the lease that we discussed at the workshop for the utility vehicles in the amount of \$510.35 for the five vehicles for the maintenance crew and the CDD.

On MOTION by Ms. Walsh, seconded by Mr. Fritsch, with all in favor, the Master Equipment Lease for the utility vehicles was approved.

FIFTH ORDER OF BUSINESS New Business

A. Consideration of Agreement with UPS for Pod Placement

Mr. Melloh: I sent you all out and got everyone's opinion on this. This is for the \$2,000 that UPS is willing to pay us to put the pods down in the maintenance compound and we have done this for several years.

Mr. Showe: It is the same form we have used in the past we just updated the years.

On MOTION by Ms. Walsh, seconded by Mr. Fritsch, with all in favor, the agreement with UPS for pod placement was approved.

B. Discussion of Lake Transfer with DOT

Mr. Showe: We sent out the email that we got from the Attorney and it came from the Viera Company to our Attorney. As part of the Settlement Agreement that we approved in 2011 there were some parcels that the District has agreed to take over at certain points in time. They are looking for us to trigger some of those because they are building the intersection there on Murrell and 95. If you read the Settlement Agreement it is contemplated in there that we will take those parcels over when it is time. We already maintain both the canal and the lake in that proximity, which is in the Settlement Agreement. At this stage we are both waiting for our master District Counsel to look over the documents that we are going to be asking to be approved. We also asked our environmental team to look at the impacts and the Engineer. I do not have any of those responses at this stage so I am not prepared to have you guys do anything at this point. I don't feel comfortable presenting anything to you right now.

Mr. Bedwell: Do we take care of this area now?

Mr. Showe: The lake we do not but the canal and another adjacent lake is part of the Settlement Agreement. It does say that we would take ownership of that parcel at such time as the completion of the project.

Mr. Bedwell: So there is an increase cost in maintenance?

Mr. Melloh: They are going to reconfigure that lake and it is the lake by what they call the eagle's nest. Our expense is simply going to be to mow a couple of patches around that lake every four to five weeks. We already are in that area mowing the canal. We will just have to increase our contract with Ecore to get the algae and plants out of it.

Mr. Bedwell: Ecore will be the big expense.

Mr. Melloh: Yes but I don't think it will be that much. We are getting a quote on that to find out what the amount is.

Ms. Walsh: Are we thinking maybe four man hours a month?

Mr. Melloh: I can't even imagine it being that much.

Mr. Bedwell: Will this happen in this Fiscal Year?

Mr. Showe: I think they are going to want us to approve the documents in advance because I don't think they can move forward with their permitting process until they have shown that we have concurred with the moving forward.

Mr. Bedwell: Will the cost impact our General Fund budget?

Mr. Showe: I don't think you are even going to notice it. It depends on how long it takes them to construct it and actually get it all done. It may be a while until we see it.

Mr. Anella: Can we get a drawing to look at it to see what the structure is going to be and see how it effects getting in there? I am assuming if they are doing that they are probably going over that lake.

Mr. Melloh: It is in one of those diagrams. There are two colors to the diagrams and it will show what it is. I did leave the drawings with Ed and we didn't see that there would be any issues. One thing that we both said is that we want to insure that whatever we do there that we do not want to interfere with the eagles nest. I don't know if the environmental people will mow the backside of that lake but it doesn't look like it is being mowed right now.

Mr. Anella: Are you allowed to get close to that eagles nest to mow?

Mr. Melloh: We will have to find out.

Mr. Anella: I didn't think any human being was allowed to be within so many feet of the nest.

Ms. Walsh: I think it is 50 feet.

Mr. Fritsch: Where that lake is they are putting basically an overpass over it. Our guys would have to go underneath the overpass to maintain this water. To me we need something that is going to show this a little more detail. If we are going to be accepted and be committed to maintain it we need to know exactly what we are agreeing to.

Ms. Walsh: They are going to have easements and stuff that is going to be DOT, right?

Mr. Fritsch: We don't know until we see the drawing.

Mr. Bedwell: Is this lake going to drain like the other lakes?

Mr. Melloh: Yes it will drain from that lake into the canal.

Mr. Bedwell: Hopefully the banks are in good shape.

Mr. Showe: We will take all of the comments to our experts so they can answer those questions. I don't have anything at this point to present to you.

Mr. Melloh: We will get better drawings for you.

SIXTH ORDER OF BUSINESS

Staff Reports

A. General Manager's Report CDD Report

Mr. Melloh: We have normal day-to-day operations going on. Last week I gave everyone a copy of Kevin Erwin's report and I put another copy in the agenda packet in case anyone had questions. Chris is more of a direct to the point type of guy and the guys are doing a great job out there. He did flag some stuff as he always does and helps Ed identify the things that need to be sprayed out on the field. He identified some homeowners that have been infringing on the preserve and we are taking care of that. Last week at the workshop we showed you the signs that we are going to be putting up. Next week we are going to start to send out our brochure to help educate people who live on the preserve as to what they can and cannot do. We are being very proactive and putting out a lot of educational material there to prevent there. Are there any questions? We did send out a certified letter and he has seven days to respond so I will keep you updated on that.

Mr. Anella: What happens if he does not respond?

Mr. Melloh: I will meet with Jason and find out what we can do.

Ms. Walsh: What is our remedy?

Mr. Melloh: We've never gone down that road before so I do not know.

Mr. Showe: I don't know if you have checked with the County or not of any permits that he may have pulled or the HOA in terms of if he had prior approval. All of those individual entities would also have a stake in that as well because I'm not sure if that is a structure that is allowed without a County permit.

Mr. Melloh: I did talk to the HOA and they did not know anything about this so there was no approval there. I haven't been able to find out where to go to find out if the County approved that because they would have to come out and inspect that and they would find out that it is not on the property.

Ms. Walsh: They would've known that right away.

Mr. Showe: You may just want to call the County Code Enforcement and ask them if they can come out and inspect the property and see if everything is up to County Code. If those things are not done and the County has found it then they may take care of the issue for us. I would doubt that the County would allow anyone to build a structure on our property.

Mr. Melloh: That is a good idea.

Mr. Showe: I would give them a call and send them a picture. Let them know that we believe it is on our property and have them come out and inspect it and they may solve the problem. I find it strange that the County would have approved that structure to be built without a permit and on our property.

Mr. Anella: It is amazing that he doesn't realize that he needs approval to put that up.

Mr. Showe: Generally contractors will not build anything without making sure that you have permission.

Ms. Walsh: That was my first thought so this might be a DIY project.

Golf Operations Report

Mr. Melloh: The course is in great shape and the greens speed is 9.3 and that is exactly where we want them. The guys are doing a great job from the storm clean up. The daily fee and revenue report for October but of course we were shut down for four days at the beginning of the month due to Hurricane Matthew. Through October 25th we are ahead of budget still and we

have done so well on the days that we were open. The only thing trailing behind is the average dollar per round of golf and that increases as daylight and decreases in people not being able to play later in the day. I think we are doing really well and does anyone have any questions?

Mr. McCarthy: I think it is important to say that Scott, Wes, and their crew has done a tremendous job in terms of what they have cleaned up after the hurricane. Tim had the foresight to have them do some extra things while they were out there working to take out some shrubbery that had no benefit and so forth. The course has now what I would call a very clean look to it and it is a step in the right direction. Please pass that on to them.

Ms. Walsh: Also the quick turnover that they did to get the place cleaned up and us back open because we were open before a lot of other golf courses were. Keeping those things up gets that revenue in so thank them for that as well.

Mr. Melloh: I know Turtle Creek our next door neighbor, I don't think they opened back up until three or four days after we did.

Mr. Bedwell: You said the greens speed is 9.3 and what is it going to be when it is gone?

Mr. Melloh: Right now to be honest with you the ways we get the speeds up are through heavy applications of plant growth regulators and through height cut of 125. As we get closer to seeing that the grass is going to slow down even further we will raise the height cut and back off on the growth regulators to keep the speed up there. That is why we stimpmeter the greens regularly lets us know where we are. About six or seven weeks ago we weren't getting the speed that we wanted so we increased our growth regulator and so we have the greens where they need to be.

Mr. Bedwell: Are we getting a hand mower in case we have to hand mow #7?

Mr. Melloh: We will have an extra mower and if we have to set that up differently we will. The easiest way to do that is skip a mowing day if #7 gets out of control.

SEVENTH ORDER OF BUSINESS

Treasurer's Report - Consideration of Financial Statements

A. Approval of Check Register

On MOTION by Mr. Fritsch, seconded by Ms. Walsh, with all in favor, the General Fund check register in the amount of \$71,854.40 was approved.

On MOTION by Mr. Fritsch, seconded by Ms. Walsh, with all in favor, the Capital Reserve Fund check register in the amount of \$1,950 was approved.

On MOTION by Mr. Fritsch, seconded by Ms. Walsh, with all in favor, the Golf Course Fund check register in the amount of \$139,324.83 was approved.

Ms. Walsh: Have we moved the money now? Are we all in one bank?

Mr. Showe: I think it is in process. It wouldn't be reflected on these financials.

B. Balance Sheet and Income Statement

Mr. McCarthy: Jason did you find out when the new Board members are going to be seated?

Mr. Showe: I did verify that it is November 22, 2016 and that is the first day that they can take a term. That does fall after your regularly scheduled November meeting so essentially they wouldn't be able to participate as Board members until that first meeting in December. Also, I sent you all an email about Brian and we found out that he is no longer going to be a full-time employee with GMS. He has found another opportunity that is good for him and his family. We have a commitment to you guys to do the financials and we discussed that with Brian. He is willing to at least try to do some part-time work and fill the same functions for the District he just wouldn't be onsite like he currently is two days a week. We can go whatever direction the Board wants to go in terms of a company. We have commitment to provide those services to you but we felt this would be a win-win for both parties. He has the experience and he knows what he is doing. This isn't going to be a permanent solution and we are flexible in terms of the priorities of the Board and what you want out of us but we felt if he is willing to do that then we wanted to offer that to you guys because I think it minimizes the change and keeps things flowing the way it is.

Mr. McCarthy: This is probably not a good time to have a discussion of this and I think Tim has to do some research and see which direction he is going to recommend going. This has been a very quick thing that has happened so perhaps we hold off on it and maybe discuss it at a workshop.

Mr. Showe: His last day is November 4th so that is a challenge. If you are willing to do that until we can have that discussion then I think Brian is amenable to make those arrangements until we have a firmer answer.

Ms. Walsh: He will still be an employee of GMS and not an outside contractor?

Mr. Showe: For your purposes he would still fall under GMS and would be a part-time employee. He would perform the same services to Viera he just wouldn't be in the office two days a week.

Mr. Melloh: One of our options is we have Ines and she is very good and has some of that background. We will see what we can accomplish there.

Mr. Showe: We are flexible with all of those options and it is not a firm thing. We have always worked with the Board to make sure we meet your expectations in terms of us providing those services.

Mr. McCarthy: Tim has got to do some research and see if that is the direction that we want to go in and make a recommendation to the Board. I would just like to say on a personal basis I have been very impressed with Brian. He has been an excellent resource for me when I first came on the Board and I hate to see him leave. We wish him nothing but good luck.

Mr. Fritsch: Do we want to authorize Tim to make the decision he assumes is best so we do not have to wait until December?

Mr. McCarthy: He has to have some recommendation for the Board and we haven't had that from him yet because it has been so quick. I think we are being unfair to Tim by saying to make a direction to go in a certain way right now. I think he needs some time to evaluate the situation as our General Manager.

Ms. Walsh: He and our Chairman can do what they need to do.

Mr. Fritsch: They can work out something and bring it to us for agreement or wait until the new Board members come on and have them confirm.

Mr. McCarthy: That is a good point also. I think it is something the General Manager should discuss with each Board member in his office and see how they feel about it and go from there. Brian is leaving November 4th and I think that you are not going to be impacted negatively by him leaving immediately. Do you feel like you have enough time where the organization will continue to run efficiently?

Mr. Melloh: I do and it may be that we just use Brian until we can find a permanent solution.

Mr. Showe: If that is the plan then you could just say at this point if you want to use Brian part-time through the end of 2016 that gives you time to work on all of those alternatives. It is not a fixed thing and if you change your mind in a couple of weeks we will make whatever arrangements are needed on our end.

Mr. Melloh: I think that is good recommendation.

Mr. McCarthy: We all have the consensus that will allow Tim to go in that direction.

EIGHTH ORDER OF BUSINESS

Supervisor's Request

Mr. Fritsch: I would like a stats report on the ice machine and the other projects.

Mr. Melloh: The ice machine is on order and it will be delivered the first week of November. Phase 2 of the planting of the grass on #7 has been delayed because of the storm and also the planting of the back end of the driving range has been delayed because of the storm.

Mr. Fritsch: When are we going to do #15?

Mr. Melloh: That is a winter project.

Mr. Fritsch: Are we going to over seed the apron areas by November 15th?

Mr. Melloh: Yes it will probably be sooner than that. He is putting out pre-emergent by next week and as soon as that is down and had time to take effect. The pre-emergent will keep any rye grass that sneaks onto the greens or collars from germinating. We will be putting out the seed on all of the green slopes and tee tops on the par threes.

Mr. Fritsch: How far out are we doing to do that?

Mr. Melloh: To the cart paths so basically anything from the cart path hill and on up. The seed is actually in the warehouse on site 1 and that is where we get a lot of our products.

Mr. Fritsch: In your opinion will it help the players chip better?

Mr. Melloh: Yes and it will add to the aesthetics of the golf course. The greens themselves will not be a vibrant green color and this will give us the color and the aesthetics but more importantly it gives us the playability. When the ball is sitting on a slope you will have nice grass to hit off of. This Bermuda grass tends to get matted down and tight so it is hard to hit a wedge shot or pitch shot off of that. It will certainly add to the playability of the golf course and the aesthetics of the golf course as well.

Mr. McCarthy: Tim, this might not be a bad time to explain what you are going to do with the waste bunker on #15 and that it is being done the busiest time of the year in terms of revenue and how we are going to avoid the impact there.

Mr. Melloh: There is a drain on the right side of #15 by the green where those palm trees are. Right now we have some of that shell rock in there and it looks very nice. We have just an issue with that cart path there and the water will not drain to the drain structure. A large part it is because through the years it has built up so much silt that it absorbs all of the water like a sponge. Our plan is to come in and tie in a much larger waste area there like a waste bunker. We are going to come in and remove several sections of that cart path there and cut out along the Bermuda sod and bring in a lot of the shell rock. We will take a pavement roller and mash it down really good there so that we get a good base there so when it is done it will be very hard and the water will flow to that drain. When carts run over it they will not be making a mess of it and rutting it up. It will look good and will have a great curb appeal from the road as you go by. It is going to be a winter project when we have a little more time to do that. It will also be easier when we get into the dry season to send golf carts around the left side of the green and behind the green while we are doing that project so that it doesn't interfere with play. Since it is in house we can stop anytime if play is too much and not get the guys in harms way.

Mr. McCarthy: Which is a good thing that you will not be impacting people who are playing that hole.

Mr. Melloh: We will also put a drop area out in that fairway so if they happen to hit it in that area while we are working they can take relieve.

Ms. Walsh: The left side there as you come down the hill before you get to the green also gets pretty mucky. You really have to watch where you are going to put that cart path.

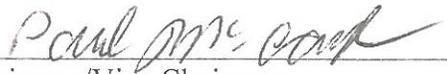
Mr. Melloh: That is why we have to wait until the dry season. It should enhance everything. We are going to use Ed and his crew and he has skills with a frontend loader.

NINTH ORDER OF BUSINESS

Adjournment

On MOTION by Ms. Walsh, seconded by Mr. Bedwell, with all in favor, the meeting was adjourned at 2:33 p.m.


Secretary/Assistant Secretary


Chairman/Vice Chairman

Viera East
Community Development District
Meeting Agenda

Wednesday
October 26, 2016
2:00 PM

Faith Lutheran Church
Multi-Purpose Room
5550 Faith Drive
Viera, Florida

1. Roll Call
2. Public Comment Period
3. Approval of Minutes of the September 28, 2016 Meeting
4. Unfinished Business
 - A. Discussion of Master Equipment Lease
5. New Business
 - A. Consideration of Agreement with UPS for Pod Placement
 - B. Discussion of Lake Transfer with DOT
6. Staff Reports
 - A. General Manager's Report
7. Treasurer's Report - Consideration of Financial Statements
 - A. Approval of Check Register
 - B. Balance Sheet and Income Statement
8. Supervisor's Requests
9. Adjournment

A Daily Publication By:



VIERA EAST CDD
135 W. CENTRAL BLVD. STE 320

32801

STATE OF FLORIDA COUNTY OF BREVARD:
Before the undersigned authority personally appeared Kim Curro, who on oath says that he or she is a Legal Advertising Representative of the FLORIDA TODAY, a daily newspaper published in Brevard County, Florida that the attached copy of advertisement, being a Legal Ad in the matter of

Legal Notices

as published in FLORIDA TODAY in the issue(s) of:

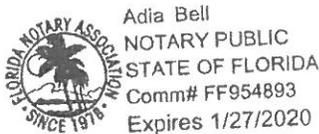
09/20/16

Affiant further says that the said FLORIDA TODAY is a newspaper in said Brevard County, Florida and that the said newspaper has heretofore been continuously published in said Brevard County, Florida each day and has been entered as periodicals matter at the post office in MELBOURNE in said Brevard County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he or she has never paid nor promised any person, firm or coporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Sworn to and Subscribed before me this 20th of September 2016, by Kim Curro who is personally known to me

Adia Bell
Notary Public for the State of Florida
My Commission expires January 27, 2020

Publication Cost: \$289.20
Ad No: 0001590320
Customer No: BRE-6VE606



AD#1590320 9/20/16
NOTICE OF MEETINGS

VIERA EAST
COMMUNITY DEVELOPMENT
DISTRICT

The Board of Supervisors of the Viera East Community Development District will hold their meetings for Fiscal Year 2017 in the Multi-Purpose Building of the Faith Lutheran Church, 5550 Faith Drive, Viera, Florida at 2:00 p.m. on the fourth Wednesday of each month as follows:

- October 26, 2016
- Exception: November 16, 2016
- Exception: December 21, 2016
- January 25, 2017
- February 22, 2017
- March 22, 2017
- April 26, 2017
- May 24, 2017
- June 28, 2017
- July 26, 2017
- August 23, 2017
- September 27, 2017

In addition, the Board of Supervisors will conduct a workshop to discuss future agenda items on the second Wednesday of each month at 2:00 p.m. at the above referenced address on the following dates:

- October 12, 2016
- Exception: November 2, 2016
- Exception: December 7, 2016
- January 11, 2017
- February 8, 2017
- March 8, 2017
- April 12, 2017
- May 10, 2017
- June 14, 2017
- July 12, 2017
- August 9, 2017
- September 13, 2017

The meetings are open to the public and will be conducted in accordance with the provisions of Florida Law for Community Development Districts. A copy of the agenda for a particular meeting may be obtained from the District Manager, at 135 W. Central Blvd., Suite 320, Orlando, FL 32801.

The meetings may be continued to a date, time, and place to be specified on the record at the meeting. There may be occasions when one or more Supervisors will participate by telephone.

Any person requiring special accommodations at these meetings because of a disability or physical impairment should contact the District Office at (407) 841-5524 at least forty-eight (48) hours prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service 1-800-955-8770, for aid in contacting the District Office.

Each person who decides to appeal any decision made by the Board with respect to any matter considered at these meetings 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 such appeal is to be based.

George S. Flint
Governmental Management Services -
Central Florida, LLC
District Manager



Equipment Schedule (Fair Market Value Purchase Option)

The "Lease": Equipment Schedule Number 008-0697772-102 Dated October 20, 2016 to Master Lease Number 697772L Dated June 22, 2016	
"Lessee"	
Viera East Community Development District, 2300 Clubhouse Drive, Rockledge, FL 32955	
Contact: Tim Melloh	Phone: (321) 639-2355
"Lessor"	
TCF Equipment Finance, a division of TCF National Bank, 1111 West San Marnan Dr, Suite A2 West, Waterloo, IA 50701-8926	

This Equipment Schedule (this "Schedule") is entered into pursuant to and incorporates the terms of the Master Lease (except as expressly modified by this Schedule) identified above between Lessor and Lessee (the "Master Lease" and, together with this Schedule, this "Lease"). All capitalized terms not otherwise defined in this Schedule have the meanings assigned in the Master Lease. Upon execution and delivery of this Schedule by Lessor and Lessee, and Lessee's acceptance of the Equipment described below, Lessor leases to Lessee and Lessee leases from Lessor the Equipment on the terms and conditions of this Lease.

SUMMARY OF TERM AND RENTAL PAYMENTS:

Commencement Date	Initial Term	Rent Payment Period	Each Rent Payment	Advance Rent Payment(s) For Installments(s):	Interim Rent Daily Factor	Security Deposit
	60 Months	Monthly	\$510.35 plus applicable taxes except financed sales tax included in cost of the equipment	N/A N/A	N/A	N/A

EQUIPMENT, PERSONAL PROPERTY, SERVICES AND/OR SOFTWARE (The "Equipment"):

Description (including features)	Location
(4) 2017 Cushman Hauler 800X Gas Utility Vehicle; (1) 2017 Cushman Hauler Pro 72V Utility Vehicle together with all attachments and accessories thereto	2300 Clubhouse Drive, Rockledge, FL 32955

Each Rent Payment shall be payable in arrears on the date that is one month after the Commencement Date and on the same day of each subsequent Rent Payment Period for the Initial Term and any renewal term.

The following additional provisions apply to the Equipment and this Lease only:

1. So long as this Lease has not been canceled or terminated early and no Event of Default exists, upon expiration of the Initial Term ("Lease End"), Lessee may purchase all, but not less than all, of the Equipment for the Fair Market Value of the Equipment, plus all sales and use taxes arising on the sale of the Equipment. For purposes of this Lease, "Fair Market Value" of the Equipment at any time means the estimated amount that a willing buyer and a willing seller would pay for the Equipment on an installed basis, as mutually determined by Lessor and Lessee. If Lessor and Lessee are unable to mutually determine the Fair Market Value, at Lessee's request and expense, Lessor shall select and hire a third-party certified appraiser to determine the Fair Market Value, and such appraiser's determination shall be binding on the Lessor and Lessee. To exercise the foregoing purchase option, Lessee must give written notice thereof to Lessor at least 90 days and no more than 120 days prior to Lease End. If Lessee fails to give such notice, or if the parties cannot agree on the Fair Market Value of the Equipment by 45 days before Lease End, then the purchase option shall lapse. If the purchase option lapses, then at least 30 days before Lease End or the end of any renewal term, Lessee must give Lessor notice of its intent to return the Equipment and request return location instructions. If Lessee fails to give such notice, or gives notice but fails to return the Equipment in accordance with Section 5 of the Master Lease, this Lease will automatically renew, at the same rental and other terms set forth in this Lease, for additional successive noncancelable one-month terms after the Initial Term until timely written notice of return and proper return of the Equipment is made.
2. If Lessee gives timely notice of election to purchase the Equipment as provided in paragraph 1 and fails to timely pay the purchase price, then Lessor may, in its sole discretion, by written notice to Lessee (a) treat the Equipment as purchased and enforce payment of the purchase price, (b) declare a failure to meet the purchase conditions whereupon Lessee's interest in the Lease and Equipment shall automatically be canceled and Lessee shall return the Equipment in accordance with Section 5 of the Master Lease, or (c) treat the Lease as automatically renewed, at the same rental and other terms set forth in this Lease, for additional successive noncancelable one-month terms after the Initial Term until timely written notice of return and proper return of the Equipment is made.
3. Upon Lessee's exercise of the purchase option and Lessor's receipt of the purchase price plus applicable sales and use tax and any rent or other amount owing under this Lease, the Equipment will be deemed transferred to Lessee at its then location and, on Lessee's request at such time, Lessor will deliver to Lessee a bill of sale for the Equipment, "WHERE IS, AS IS" WITHOUT ANY WARRANTY AS TO TITLE OR WITH RESPECT TO THE EQUIPMENT, EXPRESS OR IMPLIED.

Lessor: TCF Equipment Finance, a division of TCF National Bank By: _____ Operations - T.C.

Lessee: Viera East Community Development District By: _____ Paul McCarthy, Chairman



CERTIFICATE OF INCUMBENCY
LEASE NO. 008-0697772-102
DATED AS OF October 20, 2016

I, _____, do hereby certify that I am the duly elected or appointed and acting Clerk/Secretary of Viera East Community Development District (the "Lessee"), a local unit of special-purpose government duly organized and existing under the laws of the State of Florida, and that, as of the date hereof, the individuals named below are the duly elected or appointed officers of the Lessee holding the offices set forth opposite their respective names.

NAME	TITLE	SIGNATURE
_____	_____	_____
_____	_____	_____

IN WITNESS WHEREOF, I have duly executed this certificate this ____ day of _____, 20____.

Signed: _____

Title: _____

NOTE: The Clerk or Secretary to the Board should sign unless that person is also the signor of the documents in which case the Board President or some other Officer of the District should execute this document.



11100 Wayzata Blvd, Suite 801 Minnetonka, MN 55305

Insurance Certificate Request

To	To Whom It May Concern	From	Marisa Meyers
Company		Fax	(866) 465-3149
Fax		Phone	(800) 215-4738 x
Phone		Email	mmeyers@financediv.com
Subject	INSURANCE CERTIFICATE REQUEST	Date	October 25, 2016

Message:

Our mutual customer, Viera East Community Development District, is leasing equipment through TCF Equipment Finance, a division of TCF National Bank. We are in need of an INSURANCE CERTIFICATE for the equipment leased prior to us closing out their transaction. Please see below for specifics. Thanks!

Please include the following items on the certificate:

1. INSURED: Viera East Community Development District, 2300 Clubhouse Drive, Rockledge, FL 32955
2. COVERAGES: <ul style="list-style-type: none"> • Liability Insurance – Minimum \$1,000,000.00 per occurrence in Combined Single Limit or such greater minimum as may be prescribed by any applicable state law specifying minimum insurance requirements. <ul style="list-style-type: none"> ➢ Policy Number ➢ Policy Effective Date & Policy Expiration Date • Property Damage – Cost: \$33,221.40 or ACV <ul style="list-style-type: none"> ➢ Comprehensive & Collision Deductibles (if applicable) or Physical Damage Deductible (Shall not exceed \$10,000 or 10% of Total Cost) ➢ Policy Number ➢ Policy Effective Date & Policy Expiration Date
3. DESCRIPTION OF EQUIPMENT: (4) 2017 Cushman Hauler 800X Gas Utility Vehicle; (1) 2017 Cushman Hauler Pro 72V Utility Vehicle together with all attachments and accessories thereto Or reference: "Leased Equipment on TCF Contract Number 008-0697772-102", if the description is too long
4. TCF National Bank, its successors and assigns needs to be listed as Loss Payee & Additional Insured on the Insurance Certificate.

If you have any questions, please feel free to contact me. Please send the certificate to my attention as soon as possible to mmeyers@financediv.com or fax to (866) 465-3149. Thank you!

Marisa Meyers

Senior Transaction Coordinator

TCF Equipment Finance, a division of TCF National Bank, 1111 West San Marnan Dr, Suite A2 West, Waterloo, IA 50701-8926

THE INFORMATION CONTAINED IN THIS FACSIMILE IS CONFIDENTIAL AND IS INTENDED ONLY FOR THE USE OF THE INDIVIDUAL NAMED ABOVE. IF THE READER OF THIS INFORMATION IS NOT THE INTENDED RECIPIENT, YOU ARE HEREBY NOTIFIED THAT ANY DISSEMINATION, DISTRIBUTION OR COPYING OF THIS COMMUNICATION IS STRICTLY PROHIBITED AND YOU ARE DIRECTED TO DESTROY IT. IF YOU HAVE RECEIVED THIS COMMUNICATION IN ERROR, PLEASE CONTACT US IMMEDIATELY BY TELEPHONE AT 800-442-7811.



Delivery and Acceptance

"Lessee"
Viera East Community Development District, 2300 Clubhouse Drive, Rockledge, FL 32955
"Lessor"
TCF Equipment Finance, a division of TCF National Bank, 1111 West San Marnan Dr, Suite A2 West, Waterloo, IA 50701-8926

Delivery and Acceptance agreement attached to and made a part of Lease 008-0697772-102 dated October 20, 2016 (the "Lease").

This Certificate relates to the Equipment (the "Equipment") that is described in the Lease.

Pursuant to the Lease, Lessee acknowledges that Lessor has acquired the Equipment in connection with the Lease and Lessee has either received a copy of the purchase agreement with the vendor of the Equipment on or before signing the Lease or has approved such purchase. Lessee hereby represents, warrants and certifies that (i) all of the Equipment has been delivered to Lessee at the Equipment Location set forth in the Lease and has been installed, tested and inspected by Lessee or duly authorized representatives of Lessee, (ii) the Equipment Description set forth in the Lease is complete and correct, (iii) the Equipment, together with any supporting documentation, is exactly what Lessee ordered, is in good working order, is satisfactory in all respects and has been accepted by Lessee under the Lease as of the Acceptance Date set forth below, and (iv) there has been no adverse change in the business or financial condition of Lessee or any guarantor of the Lease since the day the most recent financial statement of Lessee or any guarantor was submitted to Lessor. If Lessee has made a deposit to the Equipment vendor(s), by signing this Certificate, Lessee hereby transfers all of Lessee's right, title and interest in and to the Equipment to Lessor, except to the extent set forth in the Lease, whether or not Lessee has been reimbursed for the deposit(s).

IMPORTANT: LESSEE SHOULD SIGN THIS CERTIFICATE ONLY AFTER LESSEE HAS RECEIVED AND IS COMPLETELY SATISFIED WITH THE EQUIPMENT. BY SIGNING THIS CERTIFICATE, LESSEE (1) IS IRREVOCABLY ACCEPTING THE EQUIPMENT, (2) BECOMES ABSOLUTELY AND IRREVOCABLY OBLIGATED TO LESSOR UNDER THE LEASE, AND (3) MAY NOT THEREAFTER REJECT THE EQUIPMENT, CANCEL OR TERMINATE THE LEASE, EXCEPT AS A RESULT OF A NON-APPROPRIATION EVENT, OR DENY ANY STATEMENT MADE IN THIS CERTIFICATE, FOR ANY REASON WHATSOEVER

Acceptance Date: _____

Lessee: Viera East Community Development District

By: _____ Title: _____

Printed Name: _____

Please Complete and return this document by Fax to 800-741-8079 upon delivery and acceptance of the financed Equipment.

Agreement Regarding Temporary Use

This Temporary Use Agreement (the "Agreement") is made this ~~26~~²⁷ day of October, 2016 by and between United Parcel Services, Inc., an Ohio corporation ("UPS") and the Viera East Community Development District, a limited purpose special district created pursuant to Chapter 190, Florida Statutes (the "District").

RECITALS

- (1) UPS desires to place a temporary storage facility on real property owned by the District.
- (2) The District has agreed to the placement of the temporary storage facility on property owned by the District commencing on October 26, 2016 and terminating on January 15, 2017.

NOW, THEREFORE in consideration of two thousand dollars (\$2,000.00) and other good and valuable consideration the receipt and sufficiency which is hereby acknowledged, the District and UPS agree as follows:

1. District hereby consents to the use its property at 5250 Murrell Road (the "Location") by UPS to place a temporary storage facility to facilitate the delivery of parcels during a period of time commencing no earlier than October 26, 2016 and terminating on January 15, 2017. UPS will coordinate with the District on the placement of the storage facility. UPS agrees that no activities other than the temporary storage of parcels and consequent delivery to specific destinations may take place at the Location.

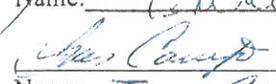
1. Indemnity. UPS shall indemnify, defend and hold the District harmless from and against any claims, actions, judgments, losses, damages, costs, expenses and liabilities assessed against or incurred by the District arising out of the use by UPS of the Location for placing parcels and delivery of parcels from the Location. Such indemnity shall include any alleged zoning violation or code enforcement action asserted by the applicable county or municipality having jurisdiction over zoning for the Location, including all fines and penalties incurred by the Owner. UPS shall defend by counsel selected by UPS.

2. Restoration. UPS agrees that, in the event damage occurs to the Location as a result of placement of the storage facility or UPS operations out of the storage facility, UPS will bear the cost of all repairs and restoration.

3. Governing Laws; Jurisdiction. The indemnity and obligations arising hereunder shall be governed by, construed, applied and enforced in accordance with the laws of the State of Florida. Any legal suit, action or proceeding arising out of relating to this Agreement may be instituted in any federal or state court in the county where the property is located.

IN WITNESS WHEREOF, the parties have set their hand and seal the date and year first above written.

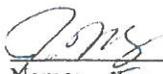
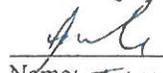
WITNESSES:


Name: Tom Meilott

Name: Ines Campos

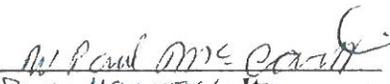
United Parcel Services, Inc., an Ohio corporation

By: 
JASON BERRY, Its _____

WITNESSES:


Name: Jason M. Silva

Name: Tom Meilott

Viera East Community Development District

By: 
PAUL MCCARTHY, Its _____

Daily Rounds / Revenue

76.2 \$2,488 \$32.65

Oct-16	Total Rounds	Paid Rounds	Revenue	Rev / Round	Plat. Gold Member Rounds	Comp Rounds
10/1 Sat	158	130	\$4,203	\$32.33	7	21
10/2 Sun	136	98	\$3,085	\$31.48	10	28
10/3 Mon	36	15	\$456	\$30.40	19	2
10/4 Tue	113	68	\$1,930	\$28.38	25	20
10/5 Wed	73	43	\$892	\$20.74	23	7
10/6 Thur	0	0	\$0	#DIV/0!	0	0
10/7 Fri	0	0	\$0	#DIV/0!	0	0
10/8 Sat	0	0	\$0	#DIV/0!	0	0
10/9 Sun	174	148	\$4,469	\$30.20	8	18
10/10 Mon	152	106	\$2,787	\$26.29	30	16
10/11 Tue	131	80	\$2,145	\$26.81	24	27
10/12 Wed	159	107	\$2,874	\$26.86	27	25
10/13 Thur	151	104	\$2,812	\$27.04	26	21
10/14 Fri	130	84	\$2,486	\$29.60	30	16
10/15 Sat	159	130	\$4,360	\$33.54	6	23
10/16 Sun	120	85	\$2,720	\$32.00	19	16
10/17 Mon	143	87	\$2,547	\$29.28	37	19
10/18 Tue	139	94	\$2,889	\$30.73	29	16
10/19 Wed	172	113	\$3,163	\$27.99	40	19
10/20 Thur	166	117	\$3,687	\$31.51	29	20
10/21 Fri	137	83	\$2,726	\$32.84	36	18
10/22 Sat	139	102	\$3,827	\$37.52	15	22
10/23 Sun	147	108	\$3,637	\$33.68	15	24
10/24 Mon	144	84	\$2,703	\$32.18	46	14
10/25 Tue	126	78	\$2,530	\$32.44	34	14
10/26 Wed						
10/27 Thur						
10/28 Fri						
10/29 Sat						
10/30 Sun						
10/31 Mon						
TOTAL	3,005	2,064	\$62,928	\$30.49	535	406

MTD Rounds / Revenue

2,362 \$77,146 \$32.65

MTD Total Rounds	MTD Paid Rounds	MTD Revenue	MTD Rev / Round	MTD Plat. Gold Member Rounds	MTD Comp Rounds
158	130	\$4,203	\$32.33	7	21
294	228	\$7,288	\$31.96	17	49
330	243	\$7,744	\$31.87	36	51
443	311	\$9,674	\$31.11	61	71
516	354	\$10,566	\$29.85	84	78
516	354	\$10,566	\$29.85	84	78
516	354	\$10,566	\$29.85	84	78
690	502	\$15,035	\$29.95	92	96
842	608	\$17,822	\$29.31	122	112
973	688	\$19,967	\$29.02	146	139
1,132	795	\$22,841	\$28.73	173	164
1,283	899	\$25,653	\$28.54	199	185
1,413	983	\$28,139	\$28.63	229	201
1,572	1,113	\$32,499	\$29.20	235	224
1,692	1,198	\$35,219	\$29.40	254	240
1,835	1,285	\$37,766	\$29.39	291	259
1,974	1,379	\$40,655	\$29.48	320	275
2,146	1,492	\$43,818	\$29.37	360	294
2,312	1,609	\$47,505	\$29.52	389	314
2,449	1,692	\$50,231	\$29.69	425	332
2,588	1,794	\$54,058	\$30.13	440	354
2,735	1,902	\$57,695	\$30.33	455	378
2,879	1,986	\$60,398	\$30.41	501	392
3,005	2,064	\$62,928	\$30.49	535	406

Ave. Daily Rounds / Revenue

76.2 \$2,488 \$32.65

Ave. Daily Total Rounds	Ave. Daily Paid Rounds	Ave. Daily Revenue	Ave. Daily Rev / Round	Ave. Daily Plat. Gold Member Rounds	Ave. Daily Comp Rounds	Notes
158.0	130.0	\$4,203	\$32.33	7.0	21.0	
147.0	114.0	\$3,644	\$31.96	8.5	24.5	RAIN PM
110.0	81.0	\$2,581	\$31.87	12.0	17.0	CLOSED - RAIN ALL DAY
110.8	77.8	\$2,419	\$31.11	15.3	17.8	
103.2	70.8	\$2,113	\$29.85	16.8	15.6	Hurricane Matthew Approaching
86.0	59.0	\$1,761	\$29.85	14.0	13.0	CLOSED - HURRIANE MATTHEW
73.7	50.6	\$1,509	\$29.85	12.0	11.1	CLOSED - HURRIANE MATTHEW
64.5	44.3	\$1,321	\$29.85	10.5	9.8	CLOSED - HURRIANE MATTHEW
76.7	55.8	\$1,671	\$29.95	10.2	10.7	
84.2	60.8	\$1,782	\$29.31	12.2	11.2	Windy - Overcast
88.5	62.5	\$1,815	\$29.02	13.3	12.6	Windy - Overcast - Rain
94.3	66.3	\$1,903	\$28.73	14.4	13.7	Windy - Overcast - Rain
98.7	69.2	\$1,973	\$28.54	15.3	14.2	
100.9	70.2	\$2,010	\$28.63	16.4	14.4	Rain off & on all day!
104.8	74.2	\$2,167	\$29.20	15.7	14.9	RAIN AM & PM
105.8	74.9	\$2,201	\$29.40	15.9	15.0	RAIN AM & PM
107.9	75.6	\$2,222	\$29.39	17.1	15.2	
109.7	76.6	\$2,259	\$29.48	17.8	15.3	
112.9	78.5	\$2,306	\$29.37	18.9	15.5	
115.6	80.5	\$2,375	\$29.52	19.5	15.7	
116.6	80.6	\$2,392	\$29.69	20.2	15.8	
117.6	81.5	\$2,457	\$30.13	20.0	16.1	
118.9	82.7	\$2,508	\$30.33	19.8	16.4	
120.0	82.8	\$2,517	\$30.41	20.9	16.3	
120.2	82.6	\$2,517	\$30.49	21.4	16.2	

Paid Rounds = Public Fee, CDD Fee, Assoc. Member, Paid GolfNow, Tournaments

Platinum / Gold Members = Platinum / Gold Members

Comp Rounds = GolfNow Trade, Charity Comps, Staff Rounds, Professional Courtesy, Baseball Teams, College Team, Highschool team

**General Manager's Report
October 26, 2016
Tim Melloh, PGA**

CDD

- Normal day to day operation are proceeding as planned.
- Kris Bowman Report

Golf Course Maintenance Report

- Course in great shape
- Green speed 9.3
- Nothing further to report

Golf Operations Report

- Review of rounds and revenue.

Divot's Grille

Old Business

- Utility Vehicle Lease

New Business



Viera East Community Development District

Preserves Reviewed on September 22 and 23, 2016

Scrub

See attached map for observed exotic vegetation locations. I'm adding to the last map from May 11th because during the field inspection it did not appear that any of the exotics on that map had been treated. Please conduct a thorough treatment of exotics in the scrub preserve as soon as you can. Also, please remind staff that the flagging tape is representative only, and that all exotics in each location should be treated, not just the flagged plants.

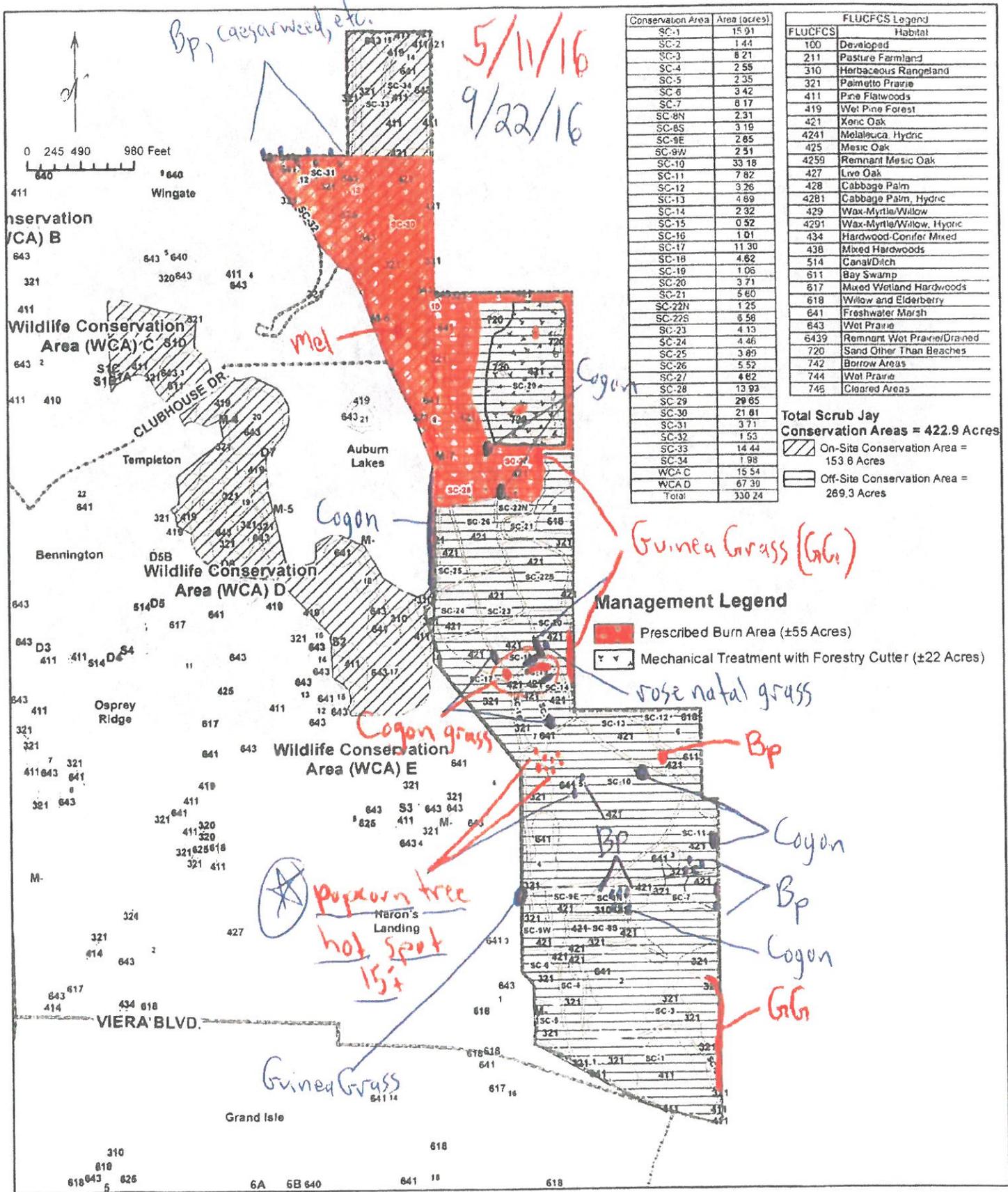
Also, please note that another resident has encroached into our fire wise line along the western edge of the scrub preserve at the south end of Auburn Lakes (see attached map & photo). This area will need to be restored back to preserve and the resident educated about their property line and land ownership (residential vs. preserve). As you are aware, encroachment is also still an ongoing issue in the fire break at the north end of Wingate Estates (see attached photo). We talked about the upcoming actions you will take to address this when I was onsite.

Basin I

Wetland 3: The perimeter of this wetland is has dense exotic vegetation, primarily Brazilian pepper (see attached map). Though the north edge borders houses and may be hard to access, the rest of the wetland edge is easily accessible by the adjacent concrete path. At a minimum, this easily accessible area should be maintained free of exotics until we can address the north edge. It appears that the area next to Woodside Park is being kept mostly free of exotics and is in good condition. We just need to continue with this maintenance effort around the rest of the wetland.

Basin V

Wetland 8: There are mature melaleucas in this wetland that are 15-20 ft. tall and visible from a distance (see attached map). There is an access trail at the north end of Osprey Landing adjacent to Lake 59. When driving this trail (it is very wet right now) the melaleucas are visible, as are Brazilian peppers right along the trail. Please herbicide these trees, and any other observed exotics in this preserve, when the site becomes dry enough for trail access.



Conservation Area	Area (acres)
SC-1	15.91
SC-2	1.44
SC-3	8.21
SC-4	2.55
SC-5	2.35
SC-6	3.42
SC-7	8.17
SC-8N	2.31
SC-8S	3.19
SC-9E	2.85
SC-9W	2.51
SC-10	33.18
SC-11	7.82
SC-12	3.26
SC-13	4.89
SC-14	2.32
SC-15	0.52
SC-16	1.01
SC-17	11.30
SC-18	4.82
SC-19	1.06
SC-20	3.71
SC-21	5.60
SC-22N	1.25
SC-22S	6.58
SC-23	4.15
SC-24	4.46
SC-25	3.89
SC-26	5.52
SC-27	4.82
SC-28	13.93
SC-29	29.65
SC-30	21.61
SC-31	3.71
SC-32	1.53
SC-33	14.44
SC-34	1.98
WCA C	15.54
WCA D	67.30
Total	330.24

FLUCFCS Legend	
FLUCFCS	Habitat
100	Developed
211	Pasture Farmland
310	Herbaceous Rangeland
321	Palmetto Prairie
411	Pine Flatwoods
419	Wet Pine Forest
421	Xenic Oak
4241	Melaleuca, Hydric
425	Mesic Oak
4259	Remnant Mesic Oak
427	Live Oak
428	Cabbage Palm
4281	Cabbage Palm, Hydric
429	Wax-Myrtle/Willow
4291	Wax-Myrtle/Willow, Hydric
434	Hardwood-Conifer Mixed
438	Mixed Hardwoods
514	Canal/Ditch
611	Bay Swamp
617	Mixed Wetland Hardwoods
618	Willow and Elderberry
641	Freshwater Marsh
643	Wet Prairie
6439	Remnant Wet Prairie/Drained
720	Sand Other Than Beaches
742	Borrow Areas
744	Wet Prairie
745	Cleared Areas

Total Scrub Jay Conservation Areas = 422.9 Acres
 On-Site Conservation Area = 153.6 Acres
 Off-Site Conservation Area = 269.3 Acres

Management Legend
 [Red Stippled Area] Prescribed Burn Area (±55 Acres)
 [Blue Dotted Area] Mechanical Treatment with Forestry Cutter (±22 Acres)

Figure 2: Habitat Management of Conservation Units (2014 - 2015)

Kevin L Erwin Consulting Ecologist, Inc
 2077 Bayside Parkway Ft. Myers, Florida 33901 (239) 337-1505
 Date 08/18/2010 File: Habitat Management Map 2015 PN: CDDSCR112
 Revision Date: 9/28/2015
 Drawing Contact: K. Bowman

Scrub Fire Wise Line Encroachment.

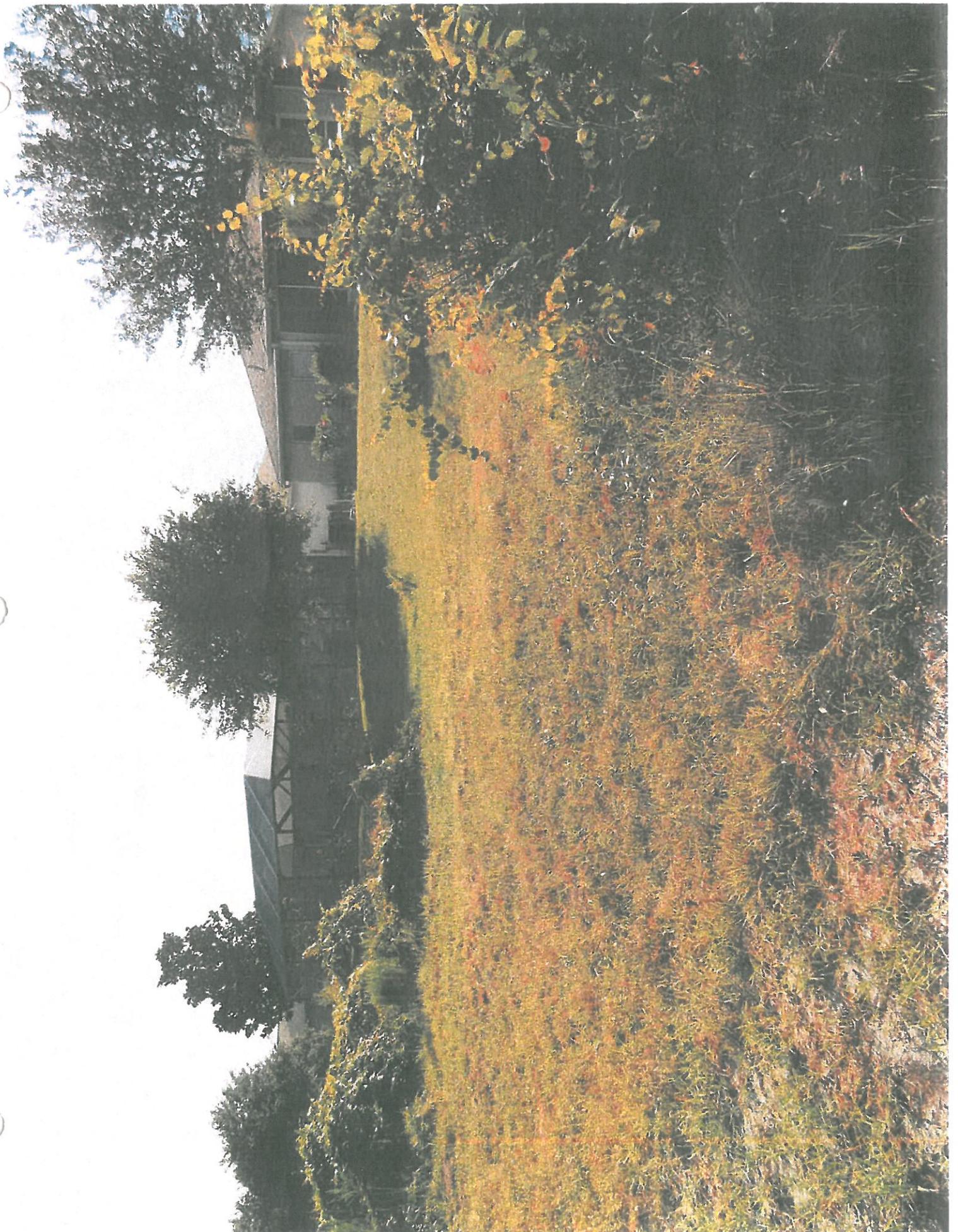
9/22/16



Account: 2533913
 Sale: 3/13/2013 12:00:00 AM \$162,000 - Improved
 Market Value: \$160,860
 Owners: Spadaro Jamie M
 Address: 1072 Brumpton PL Rockledge FL 32955

Zoom Details Hue

Disclaimer





9/23/16

thick Brazilian
pepper



Bp, balsam apple, etc
air potato + philodendron (vine & ground)
thick arrowhead Vine

9/23/16

Guinea grass

mature
metaleuca
(15-20 ft.)



Viera East

Community Development District

Summary of Invoices

October 18, 2016

Fund	Date	Check No.s	Amount
<i>General</i>	9/22/16	2994	\$ 2,500.00
	9/28/16	2995-2996	\$ 42,217.08
	9/29/16	2997-2999	\$ 152.64
	10/5/16	3000	\$ 7,865.00
	10/6/16	3001-3002	\$ 322.27
	10/13/16	3003-3007	\$ 18,797.41
<u>Sub-Total</u>			<u>\$ 71,854.40</u>
<i>Capital Reserve</i>	9/28/16	35	\$ 1,950.00
	<u>Sub-Total</u>			$ 1,950.00
<i>Golf Course</i>	9/22/16	23857-23885	\$ 40,771.82
	9/28/16	23886	\$ 1,761.32
	9/29/16	23887-23908	\$ 17,007.85
	10/5/16	23909	\$ 61,630.00
	10/6/16	23910-23918	\$ 5,032.01
	10/13/16	23919-23938	\$ 13,121.83
<u>Sub-Total</u>			<u>\$ 139,324.83</u>
Total Invoices for Approval			\$ 213,129.23

CHECK DATE	VEND#	INVOICE DATE	YRMO	DPT	ACCT#	SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK AMOUNT
9/22/16	00126	9/15/16 282	201609	300	15500	10000		BANK A VIERA EAST-GF	*	2,500.00	2,500.00
								ASSESSMENT ROLL CERT-FY17			
GOVERNMENTAL MANAGEMENT SERVICES											
9/28/16	00017	9/26/16 09262016	201609	300	20700	10000		PAYROLL 8/26/16	*	11,890.62	11,890.62
9/26/16		09262016	201609	300	20700	10000		PAYROLL 9/9/16	*	11,848.62	11,848.62
9/26/16		09262016	201609	300	20700	10000		AP 8/25/16	*	976.51	976.51
9/26/16		09262016	201609	300	20700	10000		AP 9/1/16	*	4,483.17	4,483.17
9/26/16		09262016	201609	300	20700	10000		AP 9/8/16	*	539.94	539.94
9/26/16		09262016	201609	300	20700	10000		AP 9/14/16	*	215.00	215.00
9/26/16		09262016	201609	300	20700	10000		AP 9/22/16	*	7,050.46	7,050.46
VIERA EAST CDD - GOLF COURSE											
9/28/16	00160	9/26/16 09262016	201609	340	58100	10300		MAINTENANCE RESERVE-SEP16	*	5,212.76	5,212.76
VIERA EAST C/O STATE BOARD OF ADMIN											
9/29/16	00006	9/20/16 5-551-15	201609	310	51300	42000		GMS TO SBA	*	17.09	17.09
FEDEX											
9/29/16	00111	9/19/16 946314	201609	340	53800	51100		RUBBER BOOTS	*	111.25	111.25
FORESTRY SUPPLIERS, INC.											
9/29/16	00177	9/29/16 09292016	201609	310	51300	49200		MILEAGE-SEP16	*	24.30	24.30
INES CAMPOS											
10/05/16	00143	10/01/16 4753	201610	310	51300	45000		FY17 PROPERTY INSURANCE	*	7,865.00	7,865.00
EGIS INSURANCE ADVISORS, LLC.											
10/06/16	00006	9/27/16 5-559-58	201609	310	51300	42000		GMS TO VEGC	*	33.27	33.27
FEDEX											
10/06/16	00612	9/20/16 1590320	201609	310	51300	48000		NOTICE OF MEETING-9/20/16	*	289.00	289.00
FLORIDA TODAY PAYMENT CENTER											
										289.00	003002
										37,004.32	002995
										5,212.76	002996
										17.09	002997
										111.25	002998
										24.30	002999
										7,865.00	003000
										33.27	003001
										289.00	003002

VIER --VIERA EAST-- BWHITE

CHECK DATE	VEND#	INVOICE DATE	EXPENSED TO...	YRMO	DFT	ACCT#	SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK.... AMOUNT #
10/13/16	00076	9/02/16	11-11341	201609	340	53800	46000		MOUNT TIRES	*	30.00	
		9/26/16	11-11398	201609	340	53800	46000		TIRE REPAIR	*	136.89	
10/13/16	00040	9/12/16	293778	201609	330	53800	47200		BOULEVARD TIRE CENTER	*	664.24	166.89 003003
		9/19/16	293972	201609	330	53800	47200		WOODSIDE PARK	*	198.00	
		9/20/16	293776	201609	330	53800	47200			*	1,110.00	
		9/26/16	293732	201609	330	53800	47200			*	3,406.76	
		9/27/16	293779	201609	330	53800	47200			*	200.00	
		9/30/16	293738	201609	330	53800	47200			*	3,295.90	
10/13/16	00111	9/30/16	94631400	201609	340	53800	51100		ECOR INDUSTRIES, INC.	*	111.25	8,874.90 003004
									BOOTS			
10/13/16	00126	10/03/16	283	201610	310	51300	34000		FORESTRY SUPPLIERS, INC.	*	9,042.92	111.25 003005
		10/03/16	283	201610	310	51300	35100		MANAGEMENT FEES-OCT16	*	283.33	
		10/03/16	283	201610	310	51300	31700		INFORMATION TECH -OCT16	*	83.33	
		10/03/16	283	201610	310	51300	51000		DISSEMINATION-OCT16	*	20.54	
		10/03/16	283	201610	310	51300	42000		OFFICE SUPPLIES	*	7.20	
		10/03/16	283	201610	310	51300	42500		POSTAGE	*	199.05	
									COPIES			
10/13/16	00060	10/11/16	10664	201610	340	53800	46000		GOVERNMENTAL MANAGEMENT SERVICES	*	8.00	9,636.37 003006
									KEYS			
									LACEY'S LOCK SERVICE INC			8.00 003007

TOTAL FOR BANK A 71,854.40
 TOTAL FOR REGISTER 71,854.40
 VIER --VIERA EAST-- BWHITE

CHECK DATE	VEND#	DATE	INVOICE	YRMO	DPT	ACCT#	SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNTCHECK.... AMOUNT #
9/28/16	00022	9/28/16	14-2307	201609	320-53800-60000				1000 MUHLY GRASS	*	1,950.00	

BEEMAN'S NURSERY, INC.												

TOTAL FOR BANK C											1,950.00	
TOTAL FOR REGISTER											1,950.00	

											1,950.00 000035	

VIER --VIERA EAST-- BWHITE

CHECK DATE	VEND#	INVOICE DATE	INVOICE YRMO	DPT ACCT#	SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK.... AMOUNT #
9/22/16	00782	9/20/16	16090	201609	340-57200-51100		P/S MATS	*	25.50	
9/20/16	16090	201609	320-57200-51100				G/C MATS	*	64.59	
A LINEN CONNECTION										
9/22/16	01284	9/01/16	29228413	201609	390-57200-49500		TISSUE TEST	*	19.00	90.09 023857
THE ANDERSONS										
9/22/16	00499	9/20/16	MJ13088	201609	340-53800-47900		DUMP & RETURN	*	215.00	19.00 023858
DANNY'S RECYCLING & HAULING, INC.										
9/22/16	01344	9/21/16	18288	201609	320-57200-46000		A/C THERMOSTAT WIRE	*	142.00	215.00 023859
DIAL PLUMBING & A/C INC.										
9/22/16	01333	9/15/16	09152016	201609	300-34700-00714		GIFT CARD USAGE-SEP 1-15	*	292.13	142.00 023860
9/15/16	09152016	201609	320-57200-48000				DRINK TOKENS	*	25.00	
9/15/16	09152016	201609	320-57200-51100				SUPPLIES	*	48.63	
9/15/16	09152016	201609	300-13100-10500				RESTAURANT FUEL-AUG16	*	141.62-	
DIVOTS GRILLE										
9/22/16	01335	9/10/16	14526188	201609	390-57200-54600		G/C EQUIPMENT LEASE-SEP16	*	2,475.82	224.14 023861
9/10/16	14526189	201609	390-57200-54600				G/C EQUIPMENT LEASE-SEP16	*	2,738.24	
DLL FINANCE LLC										
9/22/16	01326	9/01/16	3865212	201609	390-57200-47100		IRRIGATION PARTS	*	421.87	5,214.06 023862
FIS OUTDOOR										
9/22/16	00035	9/12/16	09122016	201609	330-57200-43000		03449-33189 REST	*	740.96	421.87 023863
9/12/16	09122016	201609	340-57200-43000				03449-33189 P/S	*	740.96	
9/12/16	09122016	201609	350-57200-43000				07938-52104 CART	*	727.98	
9/12/16	09122016	201609	320-57200-43000				10579-42334 G/C LIGHTS	*	184.00	

VIER --VIERA EAST-- BWHITE

CHECK DATE	VEND#	INVOICE DATE	EXPENSED TO YRMO	DPT ACCT#	SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK AMOUNT
9/12/16	09122016	09122016	201609	300-11500	-10000			*	105.31	
9/12/16	09122016	10579-42334	201609	340-53800	-47300		HOA LIGHTS	*	18.38	
9/12/16	09122016	31871-75454	201609	390-57200	-43000		GROUNDS	*	1,824.03	
9/12/16	09122016	83490-45156	201609	340-53800	-43500		G/C MAINT	*	456.01	
9/12/16	09122016	83490-45156	201609	320-57200	-43000		CDD MAINT	*	29.18	
9/12/16	09122016	91273-57086	201609	390-57200	-46110		BRAYWICK BATH	*	352.86	
9/22/16	00587						FPL			4,826.81 023864
9/09/16	501168		201609	340-53800	-46100			*	173.79	
9/09/16	501169		201609	340-53800	-46100			*	1,128.44	
9/09/16	501169		201609	350-57200	-43100			*	16.59	
9/01/16	00194						GLOVER OIL COMPANY INC	*	288.33	2,186.12 023865
9/01/16	00564						GOLF VENTURES INC	*	1,022.68	288.33 023866
9/14/16	01127						GOLF SPECIALTIES, INC.	*	3,673.07	1,022.68 023867
9/14/16	01127						HEALTHFIRST HEALTH PLAN	*	197.50	
9/07/16	00149						HELENA CHEMICAL CO	*	528.58	
9/07/16	00149						HELENA CHEMICAL CO	*	528.57	1,254.65 023869

CHECK DATE	VEND#	INVOICE DATE	YRMO	DPT	ACCT#	SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	...CHECK... AMOUNT
9/22/16	00158	9/01/16	CIN-2376	201609	390-57200-47500			HOWARD FERTILIZER CO., INC.	*	820.00	820.00 023870
			FUNGICIDE								
9/22/16	00159	9/19/16	66140	201609	390-57200-46000			ISLANDER GOLF SUPPLY, INC.	*	155.90	155.90 023871
			LAPPING COMPOUND								
9/22/16	01358	9/01/16	4489475	201609	390-57200-46000			NEXAIR, LLC	*	23.87	23.87 023872
			OXYGEN/ACETYLENE TANKS								
9/22/16	00504	9/01/16	S2345622	201609	390-57200-46000			PIRTEK SPACE COAST	*	21.25	21.25 023873
			AERIFIER HOSES								
9/22/16	00694	9/07/16	549239	201609	390-57200-46000				*	94.71	
			REPAIRS								
9/22/16	00694	9/07/16	549385	201609	390-57200-47500				*	227.19	
			SPRAY NOZZLES								
9/22/16	00694	9/08/16	549338	201609	390-57200-46000				*	179.67	
			MOWER BLADES								
9/22/16	00694	9/09/16	549414	201609	390-57200-47500				*	220.22	
			SPRAY NOZZLES								
9/22/16	00165	9/20/16	9118	201609	390-57200-47600			PRECISION SMALL ENGINE CO., INC.	*	1,217.82	721.79 023874
			FERTIGATION-SEP16								
9/22/16	00165	9/20/16	9118	201609	300-15500-10000				*	1,217.81	
			FERTIGATION-OCT16								
9/22/16	00165	9/20/16	9118	201609	300-15500-10000				*	1,217.81	
			FERTIGATION-NOV16								
9/22/16	00165	9/20/16	9118	201609	300-15500-10000				*	1,217.81	
			FERTIGATION-DEC16								
9/22/16	01179	9/01/16	17WR2468	201609	340-53800-46000			PRO PLUS INC	*	300.20	4,871.25 023875
			SEAL KIT								
9/22/16	01179	9/13/16	17WR2501	201609	340-53800-49000				*	1,813.14	
			REPLACE TRACKS/SPROCKETS								
9/22/16	01179	9/13/16	17WR2501	201609	390-57200-49100				*	604.38	
			REPLACE TRACKS/SPROCKETS								
9/22/16	00603	9/12/16	63038	201609	390-57200-46000			RING POWER CORPORATION	*	149.60	2,717.72 023876
			REPAIR PARTS								
9/22/16	00603	9/12/16	63038	201609	390-57200-46000			ROCKLEDGE MOWER & SERVICE	*	149.60	149.60 023877
			REPAIR PARTS								

VIER --VIERA EAST-- BWHITE

CHECK DATE	VEND#	INVOICE DATE	INVOICE YRMO	EXPENSED TO... DPT ACCT#	SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	...CHECK... AMOUNT
9/22/16	00176	9/14/16	3049711	201609	390-57200-46000		MOWER BATTERIES	*	63.16	
9/14/16	3049712	201609	340-53800-46000				BATTERY	*	93.43	
9/22/16	01334	9/12/16	77560705	201609	340-53800-47500		ROYAL BATTERY DIST, INC.	*	315.31	156.59 023878
9/15/16	77629024	201609	390-57200-47500				HERBICIDES	*	676.90	
9/15/16	77629024	201609	300-15500-10000				HERBICIDE-SEPI6	*	676.89	
9/15/16	77629024	201609	300-15500-10000				HERBICIDE-OCT16	*	676.89	
9/17/16	77654740	201609	390-57200-47500				HERBICIDE-NOVI6	*	749.10	
9/17/16	77654740	201609	300-15500-10000				HERBICIDE-SEPI6	*	749.09	
9/20/16	77686037	201609	390-57200-47100				HERBICIDE-OCT16	*	68.03	
9/21/16	77706275	201609	390-57200-47100				IRRIGATION PARTS	*	14.11	
							IRRIGATION PARTS	*		
							SITE ONE LANDSCAPE SUPPLY			3,926.32 023879
9/22/16	01203	9/01/16	831596	201609	390-57200-46000		FILTERS/BATTERIES	*	97.08	
9/01/16	831610	201609	390-57200-46110				OIL	*	55.47	
9/22/16	00831	9/14/16	156061	201609	320-57200-42500		SPACE COAST AUTO SUPPLY, INC	*	198.00	152.55 023880
							GIFT CERTIFICATE CARDS			
9/22/16	01165	9/12/16	41536446	201609	390-57200-22000		TRESE PRINTING INC	*	298.38	198.00 023881
9/12/16	41536446	201609	340-57200-22000				OCT INSURANCE PREMIUM G/C	*	33.62	
9/12/16	41536446	201609	320-53800-22000				OCT INSURANCE PREMIUM P/S	*	99.10	
9/12/16	41536446	201609	340-53800-22000				OCT INSURANCE PREMIUM ADM	*	266.45	
9/12/16	41536446	201609	340-53800-22000				OCT INSURANCE PREMIUM CDD	*		
							UNITED HEALTHCARE INSURANCE COMPANY			697.55 023882
9/22/16	01364	9/06/16	35201	201609	300-14200-10000		P/S INVENTORY	*	1,842.75	1,842.75 023883
							VOLVIK USA, INC.			
							VIER --VIERA EAST-- BWHITE			

VIERA EAST- GOLF COURSE
BANK B VIERA EAST-GOLF

CHECK DATE	VEND#	INVOICE DATE	INVOICE YRMO	DFT ACCT#	SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK....#
9/22/16	00117	9/06/16	40738971	201609	390-57200-46000			*	494.14	
			ROLLER							
9/09/16	40739894	201609	390-57200-46000					*	148.99	
			CABLE							
9/12/16	40740181	201609	390-57200-46000					*	172.70	
			SWITCH							
9/14/16	40740787	201609	390-57200-46000					*	457.03	
			BEDKNIFES							
9/15/16	40741041	201609	390-57200-46000					*	393.59	
			BEDKNIFES							
							WESCOTURF INC.			1,666.45 023884
9/10/16	15595502	201609	390-57200-41000					*	287.20	
			MAINT PHONE SERVICE-SEP16							
							WINDSTREAM COMMUNICATIONS, INC			287.20 023885
9/26/16	09262016	201609	390-58100-10300					*	1,761.32	
			MAINTENANCE RESERVE-SEP16							
							VIERA EAST C/O STATE BOARD OF ADMIN			1,761.32 023886
9/28/16	01212	9/28/16	5108	201609	320-57200-46000			*	288.00	
			FIRE EXTINGUISHER CERT.							
							BREVARD HOOD PROTECTION & SAFETY			288.00 023887
9/26/16	10025513	201609	300-14200-10000					*	358.67	
			P/S INVENTORY							
							BRIDGESTONE GOLF, INC.			358.67 023888
9/22/16	92718617	201609	300-14200-10000					*	570.65	
			P/S INVENTORY							
9/23/16	92718775	201609	300-14200-10000					*	322.79	
			P/S INVENTORY							
							CALLAWAY			893.44 023889
9/20/16	150351-1	201609	320-57200-43000					*	107.70	
			WATER/SEWER-SEP16							
9/20/16	150351-1	201609	330-57200-43000					*	107.69	
			WATER/SEWER-SEP16							
9/20/16	150351-1	201609	350-57200-43000					*	107.69	
			WATER/SEWER-SEP16							
9/20/16	313093-7	201609	390-57200-43000					*	510.25	
			WATER/SEWER-SEP16							
9/20/16	74699-11	201609	340-53800-47300					*	129.01	
			WATER/SEWER-SEP16							
9/26/16	150351-1	201609	320-57200-43000					*	66.64	
			WATER/SEWER-SEP16							
							CITY OF COCOA UTILITIES			1,028.98 023890

VIER --VIERA EAST-- BWHITE

CHECK DATE	VEND#	DATE	INVOICE	EXPENSED TO	YRMO	DPT	ACCT#	SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK#	AMOUNT
9/29/16	01132	9/21/16	3682663-	201609 340-57200-22000							*	17.37		
				OCT INSURANCE PREMIUM P/S										
9/29/16		9/21/16	3682663-	201609 390-57200-22000							*	109.01		
				OCT INSURANCE PREMIUM G/C										
9/29/16		9/21/16	3682663-	201609 340-53800-22000							*	86.67		
				OCT INSURANCE PREMIUM CDD										
9/29/16		9/21/16	3682663-	201609 320-53800-22000							*	173.16		
				OCT INSURANCE PREMIUM ADM										
				COLONIAL LIFE										386.21 023891
9/29/16	00947	9/22/16	8439709	201609 330-57200-46400							*	145.83		
				PEST CONTROL REST										
9/29/16		9/22/16	8439709	201609 340-57200-46400							*	145.84		
				PEST CONTROL P/S										
9/29/16		9/22/16	8439716	201609 390-57200-34100							*	118.76		
				PEST CONTROL G/C										
9/29/16		9/22/16	8439716	201609 320-53800-34100							*	118.76		
				PEST CONTROL CDD										
				ECOLAB PEST ELIMINATION										529.19 023892
9/29/16	00587	9/23/16	500769	201609 390-57200-46110							*	432.81		
				DIESEL										
9/29/16		9/23/16	500769	201609 340-53800-46100							*	213.17		
				DIESEL										
9/29/16		9/23/16	500770	201609 390-57200-46110							*	1,027.23		
				FUEL										
9/29/16		9/23/16	500770	201609 340-53800-46100							*	468.29		
				FUEL										
9/29/16		9/23/16	500770	201609 350-57200-43100							*	15.11		
				FUEL										
				GLOVER OIL COMPANY INC										2,156.61 023893
9/29/16	00504	9/21/16	S2360575	201609 340-53800-46000							*	151.97		
				HYDRAULIC REPAIR										
9/29/16	99999	9/29/16	VOID	201609 000-00000-00000							C	.00		
				VOID CHECK										
				PIRTEK SPACE COAST										151.97 023894
9/29/16	01324	9/16/16	09162016	201609 310-51300-49200							*	7.50		
				NOTARY										
9/29/16		9/16/16	09162016	201609 390-57200-46000							*	395.24		
				EDGER BEARING										
9/29/16		9/16/16	09162016	201609 320-57200-48000							*	62.50		
				G/C AD										

*****INVALID VENDOR NUMBER*****

VIER --VIERA EAST-- BWHITE

CHECK DATE	VEND#	INVOICE DATE	EXPENSED TO YRMO	DPT	ACCT#	SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK#
9/16/16	09162016	09162016	201609	320	57200	42000			*	121.44	
9/16/16	09162016	09162016	201609	320	57200	51200			*	103.30	
9/16/16	09162016	09162016	201609	320	57200	51200			*	499.92	
9/16/16	09162016	09162016	201609	320	57200	51200			*	560.00	
9/16/16	09162016	09162016	201609	340	53800	46000			*	425.80	
9/16/16	09162016	09162016	201609	310	51300	51000			*	60.68	
9/16/16	09162016	09162016	201609	310	51300	42000			*	233.68	
9/16/16	09162016	09162016	201609	300	14200	10000			*	779.00	
9/16/16	09162016	09162016	201609	340	53800	41000			*	104.00	
9/16/16	09162016	09162016	201609	320	57200	51200			*	276.30	
9/16/16	09162016	09162016	201609	320	57200	42500			*	36.24	
REGIONS BANK											
9/27/16	00603	63880	201609	340	53800	46000			*	339.95	3,665.60 023896
STRING TRIMMER											
ROCKLEDGE MOWER & SERVICE											
9/20/16	01334	77693436	201609	340	53800	47300			*	444.00	339.95 023897
PLAYGROUND MULCH											
SITE ONE LANDSCAPE SUPPLY											
9/28/16	00399	09282016	201609	320	57200	34100			*	2,431.00	444.00 023898
TERMIDOR BOOSTER											
SLUG-A-BUG											
9/17/16	01210	80410405	201609	310	51300	51000			*	50.39	2,431.00 023899
OFFICE SUPPLIES											
STAPLES ADVANTAGE											
9/01/16	00130	60826079	201609	320	57200	51100			*	80.08	50.39 023900
SUPPLIES											
9/28/16	60928054	201609	320	57200	51100				*	350.25	
SUPPLIES											
SYSCO											
VIER --VIERA EAST-- BWHITE											
										430.33	023901

CHECK DATE	VEND#	INVOICE DATE	INVOICE YRMO	DPT ACCT#	SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK.... AMOUNT
9/29/16	01365	9/23/16	6876013	201609	300-14200-10000		P/S INVENTORY	*	619.00	
9/29/16	00831	9/22/16	156052	201609	320-57200-42500		TERVIS TUMBLER COMPANY LAMINATE DRAWINGS	*	90.00	619.00 023902
9/29/16	00807	9/06/16	0988946	201609	340-53800-54100		TERESE PRINTING INC UNIFORMS	*	68.11	90.00 023903
9/13/16	0989983	201609	340-53800-54100				UNIFORMS	*	68.11	
9/20/16	0991033	201609	340-53800-54100				UNIFORMS	*	68.11	
9/27/16	0992058	201609	340-53800-54100				UNIFORMS	*	68.11	
9/29/16	01328	9/26/16	30871-2	201609	320-57200-48000		UNIFIRST CORPORATION MAIL ADVERTISING	*	1,350.00	272.44 023904
9/29/16	00117	9/08/16	40739628	201609	390-57200-46000		VALPAK MARKETING INC ROLLER KIT	*	469.66	1,350.00 023905
9/29/16	01037	9/20/16	15612616	201609	320-57200-41000		WESCOTURF INC. PHONE SERVICE-SEP16	*	966.17	469.66 023906
9/29/16	01137	9/21/16	451868	201609	340-53800-22000		WINDSTREAM COMMUNICATIONS, INC CDD PREMIUM-SEP16	*	86.24	966.17 023907
10/05/16	01033	10/01/16	4729	201610	300-15500-10000		WORKSITE SOLUTIONS FY17 PROPERTY INSURANCE	*	61,630.00	86.24 023908
10/06/16	00065	9/15/16	03112360	201609	390-57200-41000		EGIS INSURANCE ADVISORS LLC MAINT INTERNET-SEP16	*	49.50	61,630.00 023909
9/15/16	03112360	201609	340-53800-41000				MAINT INTERNET-SEP16	*	49.50	
10/06/16	01333	9/30/16	09302016	201609	300-34700-00714		BRIGHT HOUSE NETWORKS GIFT CARD USAGE-SEP 16-30	*	339.50	99.00 023910

VIER --VIERA EAST-- BWHITE

CHECK DATE	VEND#	DATE	INVOICE	YRMO	DPT	ACCT#	SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK.... AMOUNT
10/06/16	01355	9/30/16	09302016	201609	320	57200	48000		DIVOTS GRILLE	*	243.75	583.25 023911
10/06/16	01355	10/01/16	7055	201610	350	57200	46100		GPS LEASE-OCT16	*	936.00	
10/06/16	01350	9/27/16	14428946	201609	350	57200	51300		GPS TECHNOLOGIES, INC.	*	235.79	936.00 023912
10/06/16	01363	9/15/16	42508	201609	390	57200	47100		BALL MACHINE-SEP16	*	500.00	235.79 023913
10/06/16	01366	10/01/16	4762252	201610	350	57200	46100		MARLIN BUSINESS BANK	*	2,144.45	500.00 023914
10/06/16	01263	10/03/16	104	201610	320	57200	48000		COMPUTER SETUP	*	75.00	2,144.45 023915
10/06/16	01206	10/01/16	8971786	201610	320	57200	34100		CART LEASE-OCT16	*	231.29	75.00 023916
10/06/16	01290	9/23/16	40742641	201609	390	57200	46000		FULL PAGE AD	*	95.00	
10/06/16	00782	10/04/16	17415	201610	340	57200	51100		RAINBIRD INTERNATIONAL SERVICES	*	25.50	75.00 023917
10/06/16	01117	9/23/16	40742641	201609	390	57200	46000		TRAINING SEMINAR	*	95.00	363.52 023918
10/06/16	01290	9/15/16	61000792	201609	340	53800	46000		WASTE MANAGEMENT INC. OF FLORIDA	*	124.84	95.00 023919
10/06/16	01290	9/15/16	61000792	201609	340	53800	46000		WASTE MANAGEMENT INC. OF FLORIDA	*	124.84	465.00 023920
10/06/16	01290	9/15/16	61000792	201609	340	53800	46000		WASTE MANAGEMENT INC. OF FLORIDA	*	124.84	124.84 023921
10/06/16	01290	9/15/16	61000792	201609	340	53800	46000		WASTE MANAGEMENT INC. OF FLORIDA	*	124.84	124.84 023921

VIER --VIERA EAST--- BWHITE

CHECK DATE	VEND#	DATE	INVOICE	YRMO	DPT	ACCT#	SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK#	AMOUNT
10/13/16	01241	10/03/16	OCT-374	201610	320	57200	34100		WINDOW CLEANING	*	250.00		250.00
10/13/16	01322	9/30/16	79148	201609	320	57200	48000		CRYSTAL HI RISE, INC.	*	1,066.00		1,066.00
10/13/16	00101	10/01/16	93523743	201610	300	14200	10000		CUMULUS-MELBOURNE	*	503.66		503.66
10/13/16	00078	10/02/16	3291923	201610	330	57200	54600		DANNY'S RECYCLING & HAULING, INC.	*	87.86		87.86
10/13/16	00499	9/29/16	MJ13162	201609	340	53800	47500		CUTTER & BUCK INC	*	215.00		215.00
10/13/16	01326	9/08/16	3869241	201609	390	57200	47100		FIS OUTDOOR	*	291.51		291.51
10/13/16	00785	9/28/16	608371	201609	390	57200	46000		FLORIDA BULB & BALLAST, INC.	*	96.00		96.00
10/13/16	00076	10/06/16	14629825	201610	300	13100	10500		FLORIDA BULB & BALLAST, INC.	*	158.05		158.05
10/13/16	00159	9/22/16	66181	201609	390	57200	51100		FLORIDA CITY GAS	*	670.00		670.00
10/13/16	87393624	9/26/16	87393624	201609	390	57200	46000		DRAG MAT	*	136.07		136.07
10/13/16	66187	10/03/16	66187	201610	340	53800	51100		EDGER PARTS	*	15.95		15.95
10/13/16	66187	10/03/16	66187	201610	340	53800	46100		GLOVES	*	29.90		29.90
									OIL	*			

VIER --VIERA EAST-- BWHITE

CHECK DATE	VEND#	INVOICE DATE	INVOICE YRMO	DFT ACCT#	SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	...CHECK... AMOUNT
10/03/16	66188	201610	390	57200	46000		ISLANDER GOLF SUPPLY, INC.	*	77.95	929.87 023930
10/13/16	00045	9/28/16	10233	201609	390	57200-49100	REPAIR DOOR	*	153.50	
10/13/16	00603	9/22/16	63654	201609	390	57200-46000	LACEY'S LOCK SERVICE INC	*	189.40	153.50 023931
9/23/16	63713	201609	390	57200	46000		EDGER/CHAINS AW PARTS	*	4.00	
9/23/16	63730	201609	390	57200	46000		CHAIN SAW CHAIN	*	29.95	
10/13/16	00176	9/27/16	3049740	201609	390	57200-46000	BATTERY	*	54.92	223.35 023932
10/13/16	01334	9/19/16	77674045	201609	390	57200-47500	HERBICIDE	*	1,164.60	54.92 023933
9/26/16	77775165	201609	340	53800	47300		PLAYGROUND MULCH	*	99.82	
9/28/16	77818317	201609	390	57200	51100		CABLE/SIGNS	*	280.04	
9/28/16	77818317	201609	390	57200	47100		IRRIGATION REPAIRS	*	89.27	
9/28/16	77818317	201609	300	15500	10000		PESTICIDE-OCT16	*	566.66	
9/28/16	77818317	201609	300	15500	10000		PESTICIDE-NOV16	*	566.66	
9/28/16	77818317	201609	300	15500	10000		PESTICIDE-DEC16	*	566.66	
10/13/16	01203	9/22/16	836481	201609	390	57200-46110	OIL	*	196.21	3,333.71 023934
10/13/16	01210	9/24/16	80411354	201609	320	57200-51000	OFFICE SUPPLIES	*	19.78	196.21 023935
9/24/16	80411354	201609	310	51300	51000		OFFICE SUPPLIES	*	44.95	
10/01/16	80412574	201610	310	51300	51000		OFFICE SUPPLIES	*	38.49	
							STAPLES ADVANTAGE			103.22 023936

VIER --VIERA EAST-- BWHITE

CHECK DATE	VEND#	DATE	INVOICE	YRMO	DPT	ACCT#	SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK.... AMOUNT
10/13/16	00807	9/06/16	0988948	201609	390	57200	54100		UNIFORMS	*	253.55	
		9/13/16	0989986	201609	390	57200	54100		UNIFORMS	*	253.55	
		9/20/16	0991035	201609	390	57200	54100		UNIFORMS	*	253.55	
		9/27/16	0992060	201609	390	57200	54100		UNIFORMS	*	304.74	
									UNIFIRST CORPORATION			1,065.39
10/13/16	01331	10/01/16	09-29-S	201610	320	57200	48000		G/C RADIO ADS	*	2,464.00	
									WSBH 98.5 BEACH FM			2,464.00
TOTAL FOR BANK B											139,324.83	
TOTAL FOR REGISTER											139,324.83	

VIER --VIERA EAST-- BWHITE

Viera East
Community Development District
 Combined Balance Sheet
 September 30, 2016
Governmental Fund Types

	<u>General</u>	<u>Capital Reserve</u>	<u>Debt Service</u>	<u>Golf Course/Recreation</u>	<u>Totals</u> <i>(memorandum only)</i>
Assets					
Operating Account	\$198,060	\$60,395		\$115,511	\$373,967
Accounts Receivable				\$5,202	\$5,202
Assessment Receivable					\$0
Due From Golf Course	\$290				\$290
Due From General Fund				\$15,158	\$15,158
Due From Capital Reserve					\$0
Due from Other				\$53,575	\$53,575
Inventory - Pro Shop					\$0
Investments:					
Custody Account		\$256,059			\$256,059
Benefit Assessment- Series 2012				\$99,508	\$99,508
Reserve - Series 2012				\$280,737	\$280,737
Bond Service 2006			\$497,645		\$497,645
Improvements (Net of Depreciation)				\$1,221,756	\$1,221,756
Prepaid Expenses- Debt					\$0
Prepaid Expenses- Operations	\$5,494			\$19,720	\$25,214
Total Assets	\$203,844	\$316,454	\$497,645	\$1,811,167	\$2,829,110
Liabilities					
Accounts Payable	\$9,885			\$11,259	\$21,143
Accrued Expenses					\$0
Deferred Revenue- Season Advance				\$36,312	\$36,312
Deferred Revenue- Special Assessments O&M					\$0
Deferred Revenue- Special Assessments Debt					\$0
Deposit-Divots Grill					\$8,000
Due to General Fund				\$557	\$557
Accrued Interest Payable				\$79,700	\$79,700
Accrued Principal Payable					\$0
Golf Cart Lease Payable				\$12,960	\$12,960
Sales Tax Payable	\$15,158			\$5,960	\$5,960
Due to Golf Course					\$15,158
Due to Debt Service					\$0
Due to Capital Reserve					\$0
Accrued Payroll Payable	\$7,585			\$16,861	\$24,446
Bonds Payable - Series 2012				\$4,800,000	\$4,800,000
Bond Discount				(\$26,643)	(\$26,643)
Deferred Loss				(\$264,270)	(\$264,270)
Fund Equity					
Net Assets				(\$2,869,528)	(\$2,869,528)
Fund Balances					
Assigned - First Quarter	\$176,000				\$176,000
Assigned - Prepaid Expenses	\$5,494				\$5,494
Unassigned	(\$10,277)	\$316,454			\$306,177
Restricted for Debt Service			\$497,645		\$497,645
Total Liabilities, Fund Equity, Other	\$203,844	\$316,454	\$497,645	\$1,811,167	\$2,829,110

Viera East
Community Development District
 General Fund
 Statement of Revenues & Expenditures
 For Period Ending September 30, 2016

	Adopted Budget	Prorated Budget 9/30/16	Actual 9/30/16	Variance
<i>Revenues</i>				
Maintenance Assessments	\$808,157	\$808,157	\$808,157	\$1
Golf Course Administrative Services	\$56,280	\$56,280	\$56,280	\$1
Interest Income	\$100	\$100	\$8	(\$92)
Miscellaneous Income	\$0	\$0	\$1,165	\$1,165
Total Revenues	\$864,536	\$864,536	\$865,610	\$1,074

Administrative Expenditures

Supervisors Fees	\$29,587	\$29,587	\$29,287	\$300
Engineering Fees	\$5,000	\$5,000	\$290	\$4,710
Attorney's Fees	\$5,000	\$5,000	\$10,555	(\$5,555)
Dissemination	\$1,000	\$1,000	\$1,000	(\$0)
Trustee Fees	\$5,600	\$5,600	\$5,576	\$24
Annual Audit	\$6,500	\$6,500	\$6,175	\$325
Collection Agent	\$2,500	\$2,500	\$2,500	\$0
Management Fees	\$108,515	\$108,515	\$108,514	\$1
Computer Services	\$1,000	\$1,000	\$1,000	\$0
Telephone	\$250	\$250	\$0	\$250
Postage	\$1,500	\$1,500	\$2,386	(\$886)
Printing & Binding	\$3,000	\$3,000	\$3,707	(\$707)
Insurance	\$7,510	\$7,510	\$6,775	\$735
Legal Advertising	\$2,500	\$2,500	\$1,952	\$548
Other Current Charges	\$1,500	\$1,500	\$1,465	\$35
Office Supplies	\$1,000	\$1,000	\$2,095	(\$1,095)
Dues & Licenses	\$175	\$175	\$175	\$0
Website Maintenance	\$2,400	\$2,400	\$2,400	\$0
Total Administrative	\$184,537	\$184,537	\$185,852	(\$1,315)

Viera East
Community Development District
 General Fund
 Statement of Revenues & Expenditures
 For Period Ending September 30, 2016

	Adopted Budget	Prorated Budget 9/30/16	Actual 9/30/16	Variance
<i>Operating Expenditures</i>				
Salaries	\$113,570	\$113,570	\$108,938	\$4,632
Administrative Fee	\$1,128	\$1,128	\$1,074	\$54
FICA Expense	\$7,486	\$7,486	\$8,042	(\$556)
Employee Insurance	\$6,006	\$6,006	\$7,595	(\$1,589)
Workers Compensation	\$2,382	\$2,382	\$2,033	\$349
Unemployment	\$853	\$853	\$871	(\$18)
Other Contractual	\$5,100	\$5,100	\$5,814	(\$714)
Training	\$500	\$500	\$530	(\$30)
Dues, Licenses	\$100	\$100	\$0	\$100
Uniforms	\$500	\$500	\$247	\$253
Total Operating	\$137,625	\$137,625	\$135,144	\$2,481

Maintenance Expenditures

Canal Maintenance	\$5,000	\$5,000	\$11,407	(\$6,407)
Lake Bank Restoration	\$60,000	\$60,000	\$58,995	\$1,005
Environmental Services	\$39,000	\$39,000	\$15,863	\$23,137
Water Management System	\$99,000	\$99,000	\$97,419	\$1,581
Control Burns	\$15,000	\$15,000	\$0	\$15,000
Contingencies	\$10,000	\$10,000	\$4,731	\$5,269
Fire Line Maintenance	\$5,000	\$5,000	\$1,969	\$3,031
Basin Repair	\$5,000	\$5,000	\$0	\$5,000
Total Maintenance	\$238,000	\$238,000	\$190,385	\$47,615

Viera East

Community Development District

General Fund
Statement of Revenues & Expenditures
For Period Ending September 30, 2016

	Adopted Budget	Prorated Budget 9/30/16	Actual 9/30/16	Variance
<i>Grounds Maintenance Expenditures</i>				
Salaries	\$135,351	\$135,351	\$129,877	\$5,474
Administrative Fees	\$3,132	\$3,132	\$3,115	\$17
FICA	\$10,254	\$10,254	\$9,261	\$993
Health Insurance	\$23,412	\$23,412	\$20,703	\$2,709
Workers Compensation	\$2,627	\$2,627	\$2,420	\$207
Unemployment	\$2,132	\$2,132	\$1,777	\$355
Telephone	\$1,500	\$1,500	\$1,734	(\$234)
Utilities	\$7,000	\$7,000	\$5,548	\$1,452
Insurance	\$1,162	\$1,162	\$2,108	(\$946)
Repairs	\$15,000	\$15,000	\$11,590	\$3,410
Fuel	\$23,000	\$23,000	\$15,738	\$7,262
Park Maintenance	\$3,000	\$3,000	\$6,934	(\$3,934)
Chemicals	\$5,000	\$5,000	\$3,248	\$1,752
Contingencies	\$1,000	\$1,000	\$5,503	(\$4,503)
Refuse	\$5,000	\$5,000	\$7,129	(\$2,129)
Office Supplies	\$250	\$250	\$1,105	(\$855)
Uniforms	\$3,000	\$3,000	\$3,172	(\$172)
Maintenance Reserve - Transfer Out	\$62,554	\$62,554	\$129,194	(\$66,640)
Total Grounds Maintenance	\$304,374	\$304,374	\$360,156	(\$55,782)
Total Expenditures	\$864,536	\$864,536	\$871,536	(\$7,000)
Excess Revenue/(Expenditures)	\$0	\$0	(\$5,926)	(\$5,926)
Beginning Fund Balance	\$0	\$0	\$177,143	\$177,143
Ending Fund Balance	\$0	\$0	\$171,217	\$171,217

Viera East
Community Development District
 Capital Reserve Fund
 Statement of Revenues & Expenditures
 For Period Ending September 30, 2016

	Adopted Budget	Prorated Budget 9/30/16	Actual 9/30/16	Variance
<u>Revenues</u>				
Interest Income	\$250	\$250	\$2,719	\$2,469
Reserve Funding - Transfer In (General)	\$62,554	\$62,554	\$129,194	\$66,640
Reserve Funding - Transfer In (Golf)	\$28,880	\$28,880	\$23,927	(\$4,953)
Total Revenues	\$91,684	\$91,684	\$155,840	\$64,156
<u>Expenditures</u>				
Capital Outlay	\$0	\$0	\$400,134	(\$400,134)
Transfer Out	\$0	\$0	\$250,000	(\$250,000)
Total Expenditures	\$0	\$0	\$650,134	(\$650,134)
Excess Revenues/(Expenditures)	\$91,684		(\$494,294)	
Beginning Fund Balance	\$785,491		\$810,748	
Ending Fund Balance	\$877,175		\$316,454	

Viera East Community Development District

Capital Reserve Fund
Capital Outlay Check Register Detail
For Period Ending September 30, 2016

Check Date	Vendor	Detail	Amount
<i>Capital Outlay</i>			
FY2015			
12/2/14	M&M Professional Grounds	Sod	\$ 3,600
12/2/14	Rockledge Mower	Mower	\$ 420
1/8/15	Weeks Farm	Maintenance Equipment	\$ 7,613
1/8/15	BlueTarp	Water Pump	\$ 607
2/10/15	Pirtek	Equipment Hoses	\$ 1,199
4/3/15	Paynes Restaurant Equipment	Kitchen Fryer	\$ 950
4/3/15	Hobart	Fryer Service Call	\$ 259
4/3/15	D&H Magic Air	Clean Ice Machine	\$ 558
4/3/15	Jimmie Brownlee, LLC	Install Fryer	\$ 212
4/3/15	D&H Magic Air	Repair Ice Machine	\$ 2,132
4/3/15	D&H Magic Air	Repair Ice Machine	\$ 1,478
4/3/15	D&H Magic Air	Walk-In Cooler	\$ 11,051
5/9/15	E&M Hydraulic Equipment	Air Compressor	\$ 3,310
5/9/15	Paynes Restaurant Equipment	Kitchen Range	\$ 6,233
5/9/15	Jimmie Brownlee, LLC	Install Kitchen Range	\$ 551
5/9/15	Robert Walker Inc	G/C Master Plan Retainer	\$ 5,000
8/7/15	Paynes Restaurant Equipment	Ice Maker	\$ 2,788
8/13/15	Robert Walker Inc	G/C Master Plan	\$ 15,889
9/10/15	Golf Now	POS Equipment	\$ 1,825
9/11/15	Golf Now	POS Equipment	\$ 430
9/11/15	Golf Now	POS Equipment	\$ 3,000
9/11/15	Robinson Equipment	Tractor	\$ 17,275
9/11/15	Robinson Equipment	Tractor	\$ 19,590
10/2/15	Champions Honda	Kawasaki Mule	\$ 10,845
10/23/15	Wesco Turf, Inc.	Surface Rollers	\$ 9,205
Total Fiscal Year 2015			\$ 126,018
FY2016			
10/23/15	Division Services, Inc.	HVAC Installation	\$ 25,200
11/6/15	Pine Creek Turf, Inc.	TifEagle Turf	\$ 74,184
11/6/15	Robinson Equipment	Tractor Canopy	\$ 550
11/20/15	Golf Now	POS Equipment	\$ 900
1/22/16	Paramount Plumbing	Tankless Water Heater	\$ 3,500
1/22/16	Amazon	Golf Course Laptop	\$ 902
2/5/16	Dial Plumbing & A/C Inc	Repair Faucet	\$ 234
2/5/16	Dial Plumbing & A/C Inc	Remove Mixing Valve	\$ 224
2/5/16	A&W Electric Co, Inc	Install Circuit- Water Htr	\$ 370
2/10/16	A-Design	A/C Electrical Reconfiguration	\$ 1,764
2/12/16	Division Services, Inc.	Relocate Condensor	\$ 3,575
2/12/16	Division Services, Inc.	HVAC- Balance Due	\$ 16,800
4/7/16	Howard Fertilizer Co	Roundup for Greens	\$ 733
5/5/16	Howard Fertilizer Co	Greens Chemicals	\$ 339
5/9/16	J&T Insulation	Restaurant Insulation	\$ 2,100
5/9/16	Landirr Inc	Irrigation Replacement Deposit	\$ 70,000
5/19/16	SSTM II, Inc	Aerity Greens	\$ 1,800
5/19/16	Pro Plus Products, Inc	Grow-In Fertilizer	\$ 1,991
6/2/16	The Andersons	Grow-In Fertilizer	\$ 3,564
6/2/16	Residex	Grow-In Fertilizer	\$ 1,080
6/9/16	The Andersons	Grow-In Fertilizer	\$ 2,447
6/9/16	Golf Specialties, Inc	Topdress Sand	\$ 2,558
6/9/16	Triest AG Group, Inc	Greens Fumigation	\$ 36,492
6/8/16	Regions	Wire Transfer Fee	\$ 15
6/2/16	Landirr Inc	Irrigation Replacement	\$ 72,440
6/16/16	Regions	Wire Transfer Fee	\$ 15
6/18/16	Howard Fertilizer Co	Fertilizer/Insecticide	\$ 850
7/14/16	The Andersons	Grow-In Fertilizer	\$ 2,447
7/19/16	Regions	Wire Transfer Fee	\$ 15
7/20/16	Landirr Inc	Renovate Bunkers	\$ 21,400

**Viera East
Community Development District**

Capital Reserve Fund

Capital Outlay Check Register Detail

For Period Ending September 30, 2016

Check Date	Vendor	Detail	Amount
7/20/16	Landirr Inc	Irrigation Replacement	\$ 24,650
7/20/16	Golf Specialties, Inc	Topdress Sand	\$ 515
7/20/16	Golf Specialties, Inc	Topdress Sand	\$ 1,808
7/20/16	Green Leaf Landscaping	Remove Trees	\$ 2,000
8/4/16	The Andersons	Insecticide	\$ 707
8/4/16	Pine Creek Turf, Inc.	TifEagle Sprigs	\$ 4,670
8/4/16	Pine Creek Turf, Inc.	TifGrand Sod	\$ 4,457
8/4/16	Pine Creek Turf, Inc.	TifGrand Sod	\$ 4,255
8/4/16	Pine Creek Turf, Inc.	TifGrand Sod Credit	\$ (9,488)
8/4/16	Pine Creek Turf, Inc.	TifGrand Sod	\$ 899
8/4/16	Prestige Flag	Flags	\$ 900
8/4/16	Ring Power Corp	Equipment Rental	\$ 2,454
8/4/16	Ring Power Corp	Equipment Rental	\$ 125
8/4/16	Risidex	Cups/Poles	\$ 1,386
8/10/16	Golf Specialties, Inc	Topdress Sand	\$ 1,031
8/10/16	Golf Specialties, Inc	Topdress Sand	\$ 1,027
8/10/16	Golf Ventures	Bunker Sand	\$ 864
8/10/16	Landirr Inc	Bunder Renovation #16 Tee	\$ 4,250
9/1/16	Golf Ventures	Bunker Sand	\$ 1,525
9/1/16	Golf Ventures	Bunker Sand	\$ 668
9/1/16	Golf Ventures	Bunker Sand	\$ 661
9/1/16	Amazon	Flagstick Reflectors	\$ 302
9/1/16	Regions	Wire Transfer Fee	\$ 15
9/1/16	Regions	Wire Transfer Fee	\$ 15
9/28/16	Beeman's Nursery	1000 Muhly Grass	\$ 1,950
Total Fiscal Year 2016			\$ 400,134
<i>Transfer Out</i>			
7/19/16	Viera East CDD	Transfer to Golf Course	\$ 150,000
8/24/16	Viera East CDD	Transfer to Golf Course	\$ 100,000
Total Fiscal Year 2016			\$ 250,000

Viera East
Community Development District
 Debt Service Fund
 Statement of Revenues & Expenditures
 For Period Ending September 30, 2016

	Adopted Budget	Prorated Budget 9/30/16	Actual 9/30/16	Variance
<u>Revenues</u>				
Special Assessments	\$2,423,170	\$2,423,170	\$2,423,170	\$0
Interest Income	\$100	\$100	\$2,631	\$2,531
Total Revenues	\$2,423,270	\$2,423,270	\$2,425,801	\$2,531
<u>Expenditures</u>				
<u>Series 2006</u>				
Interest-11/1	\$387,406	\$387,406	\$387,406	(\$0)
Interest-5/1	\$387,406	\$387,406	\$387,406	(\$0)
Principal-5/1	\$1,620,000	\$1,620,000	\$1,620,000	\$0
Other Debt Service Costs	\$46,873	\$46,873	\$47,023	(\$150)
Total Expenditures	\$2,441,685	\$2,441,685	\$2,441,836	(\$151)
Excess Revenues/(Expenditures)	(\$18,415)		(\$16,035)	
Beginning Fund Balance	\$466,966		\$513,680	
Ending Fund Balance	\$448,551		\$497,645	

Viera East
Community Development District
Golf Course/Recreation Fund - Operations
Statement of Revenues & Expenditures
For Period Ending September 30, 2016

	Amended Budget	Actuals	Current Month Budget	Variance	Actuals	Year-to-Date Budget	Variance
<i>Number of Rounds</i>							
Paid Rounds	34,000	2,485	2,414	71	30,250	34,001	(3,751)
Member Rounds	-	499	-	-	6,378	-	-
Comp Rounds	-	566	-	-	5,243	-	-
Total Memberships	60	-	-	-	50	60	(10)
Revenue per Round							
Paid Rounds	\$32	\$29	\$31	(\$2)	\$29	\$32	(\$2)
Revenues							
Greens Fees/Cart Fees	\$1,076,892	\$71,011	\$54,383	\$16,628	\$883,957	\$1,076,892	(\$192,935)
Greens Cards - Sales	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Greens Cards - Usage	(\$55,000)	\$0	(\$2,778)	\$2,778	(\$16,303)	(\$55,000)	\$38,697
Gift Cards - Sales	\$0	\$755	\$0	\$755	\$3,409	\$0	\$3,409
Gift Cards - Usage	\$0	(\$1,825)	\$0	(\$1,825)	(\$16,621)	\$0	(\$16,621)
Season Advance/Trail Fees	\$220,050	\$11,694	\$11,113	\$581	\$165,115	\$220,050	(\$54,935)
Associate Memberships	\$26,075	\$2,676	\$1,317	\$1,359	\$11,489	\$26,075	(\$14,586)
Driving Range	\$60,000	\$3,626	\$3,030	\$596	\$55,101	\$60,000	(\$4,899)
Golf Lessons	\$15,000	\$270	\$758	(\$488)	\$9,170	\$15,000	(\$5,830)
Merchandise Sales	\$98,000	\$8,548	\$4,949	\$3,599	\$94,122	\$98,000	(\$3,878)
Restaurant	\$22,419	\$214	\$122	\$92	(\$266)	\$2,419	(\$2,685)
Special Assessments - Operations	\$22,527	\$12,842	\$1,877	\$10,964	\$42,684	\$22,526	\$20,158
Miscellaneous Income	\$15,000	\$31	\$758	(\$727)	\$11,606	\$15,000	(\$3,394)
Total Revenues	\$1,480,963	\$109,842	\$75,528	\$34,314	\$1,243,463	\$1,480,962	(\$237,500)
Golf Course Expenditures							
Other Contractual Services	\$18,000	\$3,629	\$1,501	(\$2,128)	\$19,066	\$18,000	(\$1,066)
Travel & Per Diem	\$100	\$0	\$8	\$8	\$0	\$100	\$100
Telephone/Internet	\$11,000	\$966	\$917	(\$49)	\$11,376	\$11,000	(\$376)
Postage	\$750	\$121	\$63	(\$59)	\$157	\$750	\$593
Printing & Binding	\$1,000	\$324	\$83	(\$241)	\$2,466	\$1,000	(\$1,466)
Utilities	\$5,000	\$388	\$417	\$29	\$5,496	\$5,000	(\$496)
Repairs & Maintenance	\$6,000	\$430	\$500	\$70	\$8,003	\$6,000	(\$2,003)
Pest Control	\$500	\$0	\$42	\$42	\$0	\$500	\$500
Advertising	\$35,000	\$10,927	\$2,919	(\$8,008)	\$36,386	\$35,000	(\$1,386)
Bank Charges	\$25,000	\$1,477	\$2,085	\$608	\$22,334	\$25,000	\$2,666
Office Supplies	\$1,500	\$20	\$125	\$105	\$1,451	\$1,500	\$49
Operating Supplies	\$5,000	\$608	\$417	(\$191)	\$9,067	\$5,000	(\$4,067)
Meals	\$100	\$0	\$8	\$8	\$0	\$100	\$100
Dues, Licenses & Subscriptions	\$1,000	\$0	\$83	\$83	\$1,846	\$1,000	(\$846)
Drug Testing - All Departments	\$500	\$0	\$42	\$42	\$76	\$500	\$424
Training, Education & Employee Relations	\$1,000	\$1,440	\$83	(\$1,356)	\$3,495	\$1,000	(\$2,495)
Contractual Security	\$3,500	\$223	\$292	\$69	\$2,529	\$3,500	\$971
IT Services	\$1,900	\$0	\$158	\$158	\$200	\$1,900	\$1,700
Total Golf Course Expenditures	\$116,850	\$20,553	\$9,745	(\$10,807)	\$123,949	\$116,850	(\$7,099)

Viera East
Community Development District
Golf Course/Recreation Fund - Operations
Statement of Revenues & Expenditures
For Period Ending September 30, 2016

	Amended Budget		Current Month		Year-to-Date	
	Actuals	Budget	Actuals	Budget	Actuals	Budget
<i>Restaurant Expenditures</i>						
Salaries	\$991	\$83	\$83	\$83	\$991	\$0
Administrative Fees	\$72	\$6	\$6	\$6	\$72	\$0
FICA Expense	\$72	\$6	\$6	\$6	\$72	\$0
Health Insurance	\$288	\$24	\$24	\$24	\$288	\$702
Workers Compensation	\$19	\$2	\$2	\$2	\$19	\$0
Unemployment	\$17	\$1	\$1	\$1	\$17	\$0
Utilities	\$675	\$34	\$34	(\$815)	\$675	(\$7,884)
Repairs & Maintenance	\$75	\$0	\$0	\$4	\$75	(\$1,960)
Pest Control	\$142	\$7	\$7	(\$139)	\$142	(\$1,566)
Operating Supplies	\$69	\$0	\$0	\$4	\$69	\$0
Equipment Lease	\$0	\$88	\$0	(\$88)	\$0	(\$1,050)
Total Restaurant Expenditures	\$2,419	\$1,082	\$170	(\$912)	\$14,177	(\$11,757)
<i>Pro Shop Expenditures</i>						
Salaries	\$77,882	\$4,579	\$6,490	\$1,910	\$77,879	(\$2,385)
Administrative Fee	\$2,576	\$297	\$215	(\$82)	\$3,361	\$2,576
FICA Expense	\$5,958	\$350	\$496	\$146	\$6,140	\$5,958
Health Insurance	\$360	\$35	\$30	(\$5)	\$389	(\$182)
Workers Compensation	\$1,526	\$83	\$127	\$44	\$1,496	\$360
Unemployment	\$2,383	\$50	\$199	\$149	\$2,074	\$1,526
Golf Printing	\$500	\$0	\$42	\$42	\$500	\$309
Utilities	\$8,000	\$741	\$667	(\$74)	\$118	\$382
Repairs	\$250	\$0	\$21	(\$74)	\$7,379	\$8,000
Pest Control	\$1,800	\$146	\$150	\$4	\$0	\$250
Supplies	\$2,500	\$51	\$208	\$157	\$1,708	\$1,800
Uniforms	\$750	\$0	\$63	\$63	\$1,583	\$2,500
Dues, Licenses & Subscriptions	\$250	\$0	\$21	\$0	\$390	\$750
Training, Education & Employee Relations	\$500	\$0	\$42	\$42	\$0	\$250
Driving Range	\$0	\$0	\$0	\$0	\$0	\$500
Veterans Program	\$500	\$0	\$42	\$42	\$0	\$0
Total Pro Shop Expenditures	\$105,735	\$6,332	\$8,811	\$2,479	\$104,901	\$105,731

Viera East
Community Development District
Golf Course/Recreation Fund - Operations
Statement of Revenues & Expenditures
For Period Ending September 30, 2016

	Amended Budget		Current Month		Year-to-Date		
	Budget	Actuals	Budget	Variance	Actuals	Budget	Variance
Cart Facility							
Salaries	\$60,174	\$4,717	\$5,014	\$298	\$59,657	\$60,172	\$515
Administrative Fee	\$5,258	\$402	\$438	\$37	\$5,179	\$5,258	\$79
FICA Expense	\$4,603	\$361	\$384	\$23	\$4,491	\$4,603	\$112
Workers Compensation	\$1,179	\$86	\$98	\$12	\$1,123	\$1,179	\$56
Unemployment	\$2,978	\$262	\$248	(\$14)	\$3,185	\$2,978	(\$207)
Utilities	\$12,500	\$836	\$1,042	\$206	\$10,162	\$12,500	\$2,338
Fuel	\$500	\$32	\$42	\$10	\$371	\$500	\$129
Cart Lease	\$52,000	\$1,573	\$4,333	\$2,760	\$19,435	\$52,000	\$32,565
Cart Maintenance	\$2,750	\$133	\$229	\$96	\$4,741	\$2,750	(\$1,991)
Cart & Facilities Supplies	\$1,000	\$0	\$83	\$83	\$1,515	\$1,000	(\$515)
Driving Range	\$1,500	(\$244)	\$125	\$369	\$8,166	\$1,500	(\$6,666)
Uniforms	\$500	\$0	\$42	\$42	\$375	\$500	\$125
Total Cart Facility	\$144,942	\$8,156	\$12,078	\$3,923	\$118,399	\$144,939	\$26,540
Starter Marshals							
Salaries	\$27,898	\$3,459	\$2,325	(\$1,135)	\$35,591	\$27,897	(\$7,694)
Administrative Fee	\$2,868	\$351	\$239	(\$112)	\$3,228	\$2,868	(\$360)
FICA Expense	\$2,134	\$265	\$178	(\$87)	\$2,941	\$2,134	(\$808)
Workers Compensation	\$711	\$63	\$59	(\$4)	\$691	\$711	\$20
Unemployment	\$1,465	\$192	\$122	(\$70)	\$1,873	\$1,465	(\$408)
Uniforms	\$250	\$0	\$21	\$21	\$484	\$250	(\$234)
Total Starter Marshals	\$35,326	\$4,330	\$2,944	(\$1,386)	\$44,808	\$35,325	(\$9,483)
Merchandise Sales							
Cost of Goods Sold	\$56,700	\$6,209	\$4,725	(\$1,484)	\$64,903	\$56,700	(\$8,203)
Total Merchandise Sales	\$56,700	\$6,209	\$4,725	(\$1,484)	\$64,903	\$56,700	(\$8,203)
Golf Course Maintenance							
Salaries	\$375,393	\$30,025	\$31,283	\$1,258	\$354,935	\$375,393	\$20,459
Administrative Fees	\$9,888	\$734	\$824	\$90	\$7,798	\$9,888	\$2,090
FICA Expense	\$28,718	\$2,222	\$2,393	\$172	\$26,168	\$28,718	\$2,550
Employee Insurance	\$56,217	\$3,102	\$4,685	\$1,583	\$36,463	\$56,217	\$19,754
Workers Compensation	\$7,358	\$539	\$613	\$74	\$6,455	\$7,358	\$903
Unemployment	\$7,175	\$196	\$598	\$402	\$5,784	\$7,175	\$1,391
Drug Testing	\$420	\$0	\$35	\$35	\$190	\$420	\$230
Consulting Fees	\$6,000	\$500	\$500	\$0	\$6,000	\$6,000	\$0
Telephone/Internet	\$3,200	\$337	\$267	(\$70)	\$4,019	\$3,200	(\$819)
Utilities/Water	\$25,700	\$2,334	\$2,142	(\$193)	\$26,538	\$25,700	(\$838)
Repairs	\$32,000	\$4,885	\$2,667	(\$2,218)	\$44,770	\$32,000	(\$12,770)
Fuel & Oil	\$45,000	\$3,193	\$3,750	\$557	\$34,534	\$45,000	\$10,466
Pest Control	\$1,500	\$119	\$125	\$6	\$1,532	\$1,500	(\$32)
Irrigation/Drainage	\$18,000	\$1,385	\$1,500	\$115	\$23,410	\$18,000	(\$5,410)

Viera East
Community Development District
Golf Course/Recreation Fund - Operations
Statement of Revenues & Expenditures
For Period Ending September 30, 2016

	Current Month			Year-to-Date			
	Amended Budget	Actuals	Budget	Variance	Actuals	Budget	Variance
Sand and Topsoil	\$15,000	\$1,023	\$1,250	\$227	\$5,737	\$15,000	\$9,263
Flower/Mulch	\$5,000	\$0	\$417	\$417	\$5,465	\$5,000	(\$465)
Chemicals	\$53,500	\$5,210	\$4,458	(\$751)	\$33,289	\$53,500	\$20,211
Fertilizer	\$45,000	\$4,864	\$3,750	(\$1,114)	\$70,525	\$45,000	(\$25,525)
Seed/Sod	\$9,000	\$0	\$750	\$750	\$5,946	\$9,000	\$3,054
Trash Removal	\$3,000	\$131	\$250	\$119	\$1,925	\$3,000	\$1,075
Contingency	\$10,000	\$758	\$833	\$75	\$4,777	\$10,000	\$5,223
First Aid	\$600	\$0	\$50	\$50	\$1,153	\$600	(\$553)
Office Supplies	\$500	\$0	\$42	\$42	\$86	\$500	\$414
Operating Supplies	\$8,000	\$1,213	\$667	(\$547)	\$13,905	\$8,000	(\$5,905)
Training	\$500	\$0	\$0	\$0	\$250	\$0	(\$250)
Janitorial Supplies	\$1,500	\$0	\$125	\$125	\$192	\$1,500	\$1,308
Soil & Water Testing	\$1,200	\$19	\$100	\$81	\$19	\$1,200	\$1,181
Uniforms	\$6,000	\$1,065	\$500	(\$565)	\$11,097	\$6,000	(\$5,097)
Equipment Rental	\$6,000	\$0	\$500	\$500	\$0	\$6,000	\$6,000
Equipment Lease	\$71,412	\$5,951	\$5,951	\$0	\$71,408	\$71,412	\$4
Small Tools	\$500	\$0	\$42	\$42	\$0	\$500	\$500
Truck Maintenance	\$600	\$0	\$50	\$50	\$0	\$600	\$600
IT Services	\$600	\$0	\$50	\$50	\$0	\$600	\$600
Total Golf Course Maintenance	\$854,481	\$69,803	\$71,165	\$1,362	\$604,369	\$853,981	\$49,612
<i>Administrative Expenditures</i>							
Legal Fees	\$1,500	\$0	\$125	\$125	\$0	\$1,500	\$1,500
Arbitrage	\$600	\$50	\$50	\$0	\$600	\$600	\$0
Dissemination	\$1,000	\$83	\$83	\$0	\$1,000	\$1,000	\$0
Trustee Fees	\$3,750	\$264	\$313	\$49	\$3,717	\$3,750	\$33
Annual Audit	\$1,500	\$113	\$125	\$13	\$1,425	\$1,500	\$75
Golf Course Administrative Services	\$56,280	\$4,690	\$4,690	\$0	\$56,280	\$56,280	\$0
Insurance	\$65,000	\$5,423	\$5,417	(\$6)	\$59,728	\$65,000	\$5,272
Property Taxes	\$6,000	\$854	\$500	(\$354)	\$9,479	\$6,000	(\$3,479)
Total Administrative Expenditures	\$135,630	\$11,476	\$11,303	(\$173)	\$132,229	\$135,630	\$3,401
Renewal & Replacement	\$28,880	\$1,761	\$2,407	\$645	\$23,927	\$28,880	\$4,953
Operating Reserves	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Reserves	\$28,880	\$1,761	\$2,407	\$645	\$23,927	\$28,880	\$4,953
Total Revenues	\$1,480,963	\$109,842	\$75,528	\$34,314	\$1,243,463	\$1,480,962	(\$27,500)
Total Expenditures	\$1,480,963	\$129,702	\$123,348	(\$6,354)	\$1,431,662	\$1,480,455	\$48,793
Operating Income (Loss)	\$0	(\$19,860)	(\$47,819)	\$27,959	(\$188,200)	\$507	(\$188,707)

Viera East
 Community Development District
 Golf Course/Recreation Fund - Operations
 Statement of Revenues & Expenditures
 For Period Ending September 30, 2016

	Amended Budget	Actuals	Current Month Budget	Variance	Actuals	Year-to-Date Budget	Variance
<i>Non Operating Revenues/(Expenditures)</i>							
Special Assessments	\$557,649	\$46,471	\$46,471	(\$0)	\$557,649	\$511,178	\$46,471
Interest Income	\$300	\$59	\$25	\$34	\$845	\$275	\$570
Transfer In	\$0	\$0	\$0	\$0	\$250,000	\$0	\$250,000
Interest Expense	(\$202,949)	(\$16,912)	(\$16,912)	(\$0)	(\$202,949)	(\$186,036)	(\$16,912)
Principal Expense	(\$355,000)	(\$29,583)	(\$29,583)	(\$0)	(\$355,000)	(\$325,417)	(\$29,583)
Total Non Operating Revenues/(Expenditures)	\$0	\$34	\$0	\$34	\$250,545	\$0	\$250,545
Change in Net Assets	\$0	(\$19,826)			\$62,345		
Beginning Net Assets	\$0				(\$2,931,874)		
Ending Net Assets	\$0				(\$2,869,528)		

Viera East General Fund
Month to Month

Revenue	October	November	December	January	February	March	April	May	June	July	August	September	Total
Maintenance Assessments	\$27	\$86,402	\$616,368	\$10,667	\$11,945	\$14,536	\$14,702	\$5,011	\$48,498	\$0	\$0	\$0	\$808,157
Golf Course Administrative Services	\$4,690	\$4,690	\$4,690	\$4,690	\$4,690	\$4,690	\$4,690	\$4,690	\$4,690	\$4,690	\$4,690	\$4,690	\$56,280
Interest Income	\$0	\$0	\$0	\$8	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$8
Miscellaneous Income	\$0	\$0	\$0	\$0	\$2,935	\$0	\$0	\$0	\$0	(\$1,770)	\$0	\$0	\$1,165
Total Revenues	\$4,717	\$91,092	\$621,058	\$15,364	\$19,571	\$19,226	\$19,392	\$9,701	\$53,188	\$2,920	\$4,690	\$4,690	\$865,610

Administrative Expenditures

Supervisors Fees	\$2,480	\$2,250	\$3,490	\$1,329	\$2,480	\$2,480	\$2,480	\$2,480	\$3,502	\$1,338	\$2,488	\$2,488	\$29,287
Engineering Fees	\$0	\$0	\$0	\$0	\$56	\$0	\$0	\$0	\$290	\$0	\$0	\$0	\$290
Attorney Fees	\$0	\$0	\$188	\$0	\$83	\$83	\$1,212	\$2,279	\$2,108	\$4,713	\$0	\$0	\$10,555
Dissemination	\$83	\$83	\$83	\$83	\$83	\$83	\$83	\$83	\$83	\$83	\$83	\$83	\$1,000
Trustee Fees	\$467	\$467	\$467	\$467	\$467	\$467	\$467	\$467	\$463	\$463	\$463	\$463	\$5,576
Annual Audit	\$542	\$542	\$542	\$542	\$542	\$542	\$488	\$488	\$488	\$488	\$488	\$488	\$6,175
Collection Agent	\$208	\$208	\$208	\$208	\$208	\$208	\$208	\$208	\$208	\$208	\$208	\$208	\$2,500
Management Fees	\$9,043	\$9,043	\$9,043	\$9,043	\$9,043	\$9,043	\$9,043	\$9,043	\$9,043	\$9,043	\$9,043	\$9,043	\$108,514
Computer Services	\$83	\$83	\$83	\$83	\$83	\$83	\$83	\$83	\$83	\$83	\$83	\$83	\$1,000
Telephone	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Postage	\$73	\$126	\$147	\$362	\$99	\$373	\$195	\$204	\$113	\$201	\$163	\$328	\$7,386
Printing & Binding	\$135	\$552	\$107	\$380	\$185	\$95	\$146	\$1,224	\$172	\$292	\$86	\$333	\$3,707
Insurance	\$565	\$565	\$565	\$565	\$565	\$565	\$565	\$565	\$565	\$565	\$565	\$565	\$6,775
Legal Advertising	\$0	\$0	\$0	\$0	\$185	\$0	\$425	\$0	\$0	\$160	\$381	\$801	\$1,952
Other Current Charges	\$185	\$118	\$103	\$58	\$137	\$143	\$129	\$123	\$124	\$118	\$110	\$117	\$1,465
Office Supplies	\$104	\$148	\$108	\$243	\$303	\$190	\$238	\$1	\$75	\$272	\$234	\$179	\$2,095
Dues & Licenses	\$15	\$15	\$15	\$15	\$15	\$15	\$15	\$15	\$15	\$15	\$15	\$15	\$175
Website Maintenance	\$200	\$200	\$200	\$200	\$200	\$200	\$200	\$200	\$200	\$200	\$200	\$200	\$2,400
Total Administrative	\$14,184	\$14,400	\$15,349	\$13,578	\$14,650	\$14,487	\$15,972	\$17,459	\$17,530	\$18,241	\$14,611	\$15,392	\$185,852

Operating Expenditures

Salaries	\$8,091	\$7,830	\$9,719	\$9,371	\$8,834	\$9,444	\$9,144	\$9,251	\$9,148	\$9,525	\$9,433	\$9,149	\$108,938
Administrative Fees	\$55	\$53	\$111	\$94	\$88	\$94	\$91	\$97	\$96	\$99	\$99	\$96	\$1,074
FICA Expense	\$600	\$580	\$734	\$697	\$646	\$692	\$670	\$678	\$671	\$717	\$687	\$671	\$8,042
Employee Insurance	\$474	\$474	\$474	\$655	\$966	\$548	\$905	\$905	\$370	\$727	\$548	\$548	\$7,595
Workers Compensation	\$153	\$148	\$184	\$178	\$167	\$179	\$173	\$172	\$167	\$173	\$172	\$167	\$2,033
Unemployment	\$0	\$0	\$90	\$520	(\$9)	\$62	\$60	\$51	\$60	\$42	(\$5)	\$0	\$871
Other Contractual	\$464	\$578	\$494	\$417	\$466	\$434	\$458	\$483	\$438	\$531	\$460	\$592	\$5,814
Training	\$0	\$0	\$0	\$0	\$0	\$430	\$0	\$0	\$0	\$100	\$60	(\$60)	\$530
Dues, Licenses	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Uniforms	\$0	\$0	\$0	\$0	\$247	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$247
Total Operating	\$9,836	\$9,663	\$11,807	\$11,933	\$11,406	\$11,883	\$11,501	\$11,636	\$10,949	\$11,913	\$11,454	\$11,162	\$135,144

Viera East General Fund
Month to Month

	October	November	December	January	February	March	April	May	June	July	August	September	Total
<i>Maintenance Expenditures</i>													
Canal Maintenance	\$0	\$0	\$0	\$0	\$5,551	\$0	\$0	\$0	\$0	\$5,056	\$0	\$0	\$11,407
Lake Bank Restoration	\$0	\$0	\$0	\$17,699	\$0	\$22,770	\$18,527	\$0	\$0	\$0	\$0	\$0	\$58,995
Environmental Services	\$4,567	\$63	\$63	\$250	\$63	\$594	\$375	\$0	\$6,038	\$2,105	\$687	\$1,060	\$15,863
Water Management System	\$7,565	\$7,765	\$9,175	\$7,765	\$7,565	\$8,875	\$7,565	\$7,765	\$8,875	\$8,265	\$7,565	\$8,875	\$97,419
Control Burns	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Contingencies	\$0	\$0	\$0	\$2,102	\$0	\$0	\$0	\$0	\$0	\$242	\$2,387	\$0	\$4,731
Fire Line Maintenance	\$0	\$1,669	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$300	\$0	\$1,969
Basin Repair	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Maintenance	\$12,132	\$9,497	\$9,237	\$27,816	\$13,179	\$32,239	\$26,466	\$7,765	\$14,713	\$16,467	\$10,939	\$9,935	\$190,385

Grounds Maintenance Expenditures

Salaries	\$11,155	\$10,805	\$10,922	\$10,528	\$8,386	\$9,416	\$11,223	\$11,659	\$11,366	\$11,230	\$11,845	\$11,341	\$129,877
Administrative Fees	\$259	\$251	\$259	\$259	\$242	\$259	\$251	\$265	\$263	\$272	\$272	\$263	\$3,115
FICA	\$804	\$778	\$789	\$742	\$595	\$669	\$795	\$830	\$809	\$800	\$841	\$808	\$9,261
Health Insurance	\$1,774	\$1,774	\$1,502	\$2,012	\$1,681	\$1,963	\$1,479	\$1,479	\$1,457	\$1,912	\$1,835	\$1,835	\$20,703
Workers Compensation	\$211	\$205	\$207	\$199	\$159	\$178	\$212	\$217	\$205	\$204	\$215	\$207	\$2,420
Unemployment	\$18	\$18	\$18	\$73	\$432	\$246	\$159	\$127	\$133	\$13	\$20	\$19	\$1,777
Telephone	\$170	\$164	\$106	\$166	\$50	\$50	\$366	\$154	\$50	\$154	\$154	\$154	\$1,734
Utilities	\$411	\$563	\$460	\$399	\$346	\$453	\$476	\$475	\$441	\$515	\$552	\$456	\$5,548
Insurance	\$155	\$155	\$155	\$155	\$155	\$155	\$155	\$155	\$409	\$155	\$155	\$155	\$1,555
Repairs	\$706	\$1,226	\$190	\$1,056	\$141	\$0	\$483	\$495	\$4,440	\$613	\$189	\$2,049	\$21,088
Fuel	\$975	\$1,607	\$1,584	\$1,259	\$799	\$1,096	\$1,239	\$1,303	\$1,359	\$1,870	\$1,222	\$1,427	\$15,590
Park Maintenance	\$319	\$151	\$146	\$160	\$209	\$338	\$154	\$155	\$1,143	\$147	\$3,320	\$691	\$6,934
Chemicals	\$95	\$410	\$358	\$0	\$64	\$303	\$399	\$586	\$0	\$501	\$0	\$530	\$3,248
Contingencies	\$1,330	\$0	\$0	\$0	\$340	\$0	\$0	\$1,024	\$78	\$0	\$419	\$1,813	\$5,503
Refuse	\$215	\$860	\$1,174	\$0	\$1,290	\$1,075	\$645	\$215	\$580	\$215	\$430	\$430	\$7,129
Office Supplies	\$21	\$153	\$79	\$0	\$150	\$48	\$77	\$236	\$0	\$0	\$118	\$223	\$1,105
Uniforms	\$219	\$219	\$273	\$219	\$219	\$322	\$258	\$322	\$258	\$258	\$333	\$272	\$3,172
Maintenance Reserve - Transfer Out	\$5,213	\$5,213	\$5,213	\$5,213	\$5,213	\$5,213	\$5,213	\$5,213	\$5,213	\$5,213	\$71,853	\$5,213	\$129,194
Total Grounds Maintenance	\$24,048	\$24,550	\$23,435	\$22,940	\$20,470	\$21,785	\$23,584	\$24,910	\$28,703	\$24,072	\$93,774	\$27,885	\$360,156

Total Expenditures

Total Expenditures	\$60,200	\$58,109	\$59,828	\$76,267	\$59,705	\$80,394	\$77,523	\$61,769	\$71,895	\$70,693	\$130,777	\$64,375	\$871,536
Excess Revenue/(Expenditures)	(\$55,483)	\$32,983	\$561,230	(\$60,903)	(\$40,134)	(\$61,168)	(\$58,131)	(\$52,068)	(\$18,707)	(\$67,773)	(\$126,087)	(\$59,685)	(\$5,926)

Viera East Golf Course
Month to Month

	October	November	December	January	February	March	April	May	June	July	August	September	Total
<i>Number of Rounds</i>													
Paid Rounds	1,735	2,646	2,837	2,345	3,210	4,067	3,090	1,770	2,001	1,843	2,221	2,485	30,250
Member Rounds	698	711	718	595	774	937	856	296	0	0	294	499	6,378
Comp Rounds	503	487	506	421	509	639	541	325	211	165	370	566	5,243
<i>Revenue per Round</i>													
Paid Rounds	\$35	\$31	\$31	\$36	\$36	\$36	\$32	\$18	\$13	\$13	\$23	\$29	\$29
<i>Revenues:</i>													
Greens Fees	\$61,079	\$82,957	\$89,232	\$83,889	\$116,415	\$148,434	\$98,162	\$31,427	\$26,326	\$24,326	\$50,700	\$71,011	\$883,957
Greens Cards - Sales	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Greens Cards - Usage	(\$5,936)	(\$3,895)	(\$3,912)	(\$1,661)	(\$899)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	(\$16,303)
Gift Cards - Sales	\$0	\$0	\$0	\$0	\$0	\$1,063	\$98	\$115	\$707	\$235	\$437	\$755	\$3,409
Gift Cards - Usage	\$0	\$0	\$0	\$0	\$0	(\$5,255)	(\$3,356)	(\$1,891)	(\$1,269)	(\$1,712)	(\$1,313)	(\$1,825)	(\$16,621)
Season Advance/Trail Fees	\$10,830	\$16,214	\$12,874	\$25,210	\$23,009	\$29,547	\$15,773	\$6,975	\$0	\$0	\$12,989	\$11,694	\$165,115
Associate Memberships	\$1,490	\$596	\$1,639	\$894	\$745	\$298	\$149	\$0	\$0	\$0	\$0	\$0	\$0
Driving Range	\$2,653	\$3,980	\$4,583	\$4,078	\$5,409	\$10,486	\$7,557	\$4,001	\$2,570	\$2,850	\$3,002	\$2,676	\$11,489
Golf Lessons	\$255	\$80	\$542	\$440	\$630	\$200	\$325	\$1,425	\$2,783	\$1,695	\$3,308	\$3,626	\$55,101
Merchandise Sales	\$5,764	\$7,658	\$8,319	\$5,388	\$10,192	\$15,706	\$12,871	\$5,102	\$4,397	\$3,353	\$6,825	\$8,548	\$94,122
Restaurant	(\$947)	(\$1,281)	\$2,101	(\$179)	\$276	\$188	(\$466)	(\$558)	\$142	(\$234)	\$477	\$214	(\$266)
Special Assessments - Operations	\$1,877	\$1,877	\$1,877	\$1,877	\$1,877	\$1,877	\$1,877	\$1,977	\$1,777	\$1,877	\$1,070	\$12,842	\$42,684
Miscellaneous Income	\$2,612	\$3,020	\$4,278	\$3,416	\$1,122	(\$2,056)	(\$871)	\$306	\$44	(\$344)	\$48	\$31	\$11,606
Total Revenues	\$79,677	\$111,206	\$121,534	\$123,352	\$158,776	\$200,488	\$132,118	\$48,879	\$37,478	\$32,047	\$88,066	\$109,842	\$1,243,463

	October	November	December	January	February	March	April	May	June	July	August	September	Total
<i>Golf Course Expenditures:</i>													
Other Contractual Services	\$1,957	\$1,595	\$1,653	\$1,212	\$1,191	\$1,161	\$1,843	\$1,210	\$1,165	\$1,273	\$1,177	\$3,629	\$19,066
Travel & Per Diem	\$0	\$0	\$1,014	\$997	\$914	\$920	\$941	\$915	\$940	\$940	\$940	\$966	\$11,376
Telephone	\$957	\$0	\$0	\$0	\$0	\$35	\$1	\$0	\$0	\$0	\$0	\$121	\$157
Postage	\$0	\$0	\$0	\$0	\$0	\$302	\$609	\$310	\$1,500	\$397	\$338	\$388	\$2,466
Printing & Binding	\$322	\$365	\$379	\$424	\$347	\$353	\$362	\$310	\$1,500	\$397	\$338	\$388	\$5,496
Utilities	\$332	\$379	\$379	\$424	\$347	\$353	\$362	\$310	\$1,500	\$397	\$338	\$388	\$5,496
Repairs & Maintenance	\$488	\$180	\$331	\$699	\$1,366	\$44	\$164	\$1,795	\$606	\$1,361	\$541	\$430	\$8,003
Pest Control	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Advertising	\$3,461	\$865	\$3,360	\$3,237	\$1,615	\$749	\$1,244	\$453	\$1,035	\$1,488	\$7,953	\$10,927	\$36,386
Bank Charges	\$1,054	\$1,531	\$2,033	\$2,168	\$2,085	\$2,963	\$3,688	\$2,511	\$1,053	\$1,027	\$746	\$1,477	\$22,334
Office Supplies	\$59	\$52	\$75	\$263	\$141	\$30	\$37	\$39	\$109	\$200	\$427	\$20	\$1,451
Operating Supplies	\$1,977	\$555	\$951	\$800	\$345	\$412	\$1,089	\$464	\$113	\$741	\$1,013	\$608	\$9,067
Meals	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Dues, Licenses, & Subscriptions	\$0	\$0	\$110	\$150	\$0	\$535	\$0	\$684	\$0	\$87	\$280	\$0	\$1,846
Drug Testing - All Departments	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Training, Education, & Employee Relations	\$0	\$0	\$909	\$440	\$69	\$350	\$21	\$266	\$0	\$0	\$0	\$0	\$3,495
Contractual Security	\$268	\$268	\$268	\$268	\$268	\$268	\$268	\$106	\$106	\$106	\$112	\$223	\$2,529
IT Services	\$0	\$0	\$200	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$200
Total Golf Course Expenditures	\$10,876	\$6,343	\$11,320	\$10,998	\$8,341	\$8,158	\$10,267	\$8,753	\$6,627	\$7,620	\$14,096	\$20,553	\$123,949

Viera East Golf Course
Month to Month

	October	November	December	January	February	March	April	May	June	July	August	September	Total
Restaurant Expenditures:													
Salaries	\$991	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$991
Administrative Fees	\$72	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$72
FICA Expense	\$72	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$72
Health Insurance	\$288	(\$702)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	(\$414)
Workers Compensation	\$19	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$19
Unemployment	\$17	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$17
Utilities	\$675	\$710	\$653	\$686	\$572	\$718	\$722	\$692	\$718	\$818	\$745	\$849	\$8,558
Repairs & Maintenance	\$75	\$0	\$0	\$637	\$850	\$378	\$0	\$0	\$0	\$0	\$95	\$0	\$2,035
Pest Control	\$142	\$142	\$0	\$283	\$142	\$142	\$142	\$142	\$142	\$142	\$146	\$146	\$1,707
Operating Supplies	\$69	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$69
Equipment Lease	\$0	\$175	\$88	\$88	\$88	\$88	\$87	\$87	\$87	\$87	\$87	\$88	\$1,050
Total Restaurant Expenditures	\$2,419	\$325	\$740	\$1,693	\$1,651	\$1,325	\$951	\$921	\$947	\$1,047	\$1,073	\$1,082	\$14,177
Proshop:													
Salaries	\$6,316	\$6,656	\$6,136	\$6,923	\$5,650	\$6,148	\$6,167	\$5,573	\$8,005	\$8,298	\$9,813	\$4,579	\$80,264
Administrative Fees	\$253	\$244	\$235	\$277	\$273	\$292	\$283	\$299	\$297	\$297	\$307	\$297	\$3,361
FICA	\$483	\$509	\$469	\$530	\$432	\$470	\$472	\$426	\$612	\$635	\$751	\$350	\$6,140
Health Insurance	\$27	\$27	\$19	\$27	\$50	\$35	\$35	\$35	\$27	\$35	\$36	\$35	\$35
Workers Compensation	\$120	\$126	\$116	\$131	\$107	\$116	\$117	\$104	\$146	\$151	\$179	\$83	\$389
Unemployment	\$91	\$117	\$84	\$402	\$314	\$305	\$171	\$152	\$237	\$20	\$150	\$50	\$1,496
Golf Printing	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$118	\$0	\$2,074
Utilities	\$590	\$615	\$553	\$561	\$471	\$593	\$607	\$595	\$635	\$735	\$683	\$741	\$7,379
Repairs	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Pest Control	\$142	\$142	\$0	\$283	\$142	\$142	\$142	\$142	\$142	\$142	\$146	\$146	\$1,708
Supplies	\$114	\$59	\$357	\$51	\$51	\$51	\$357	\$77	\$51	\$51	\$312	\$51	\$1,583
Uniforms	\$0	\$0	\$0	\$0	\$171	\$0	\$0	\$0	\$219	\$0	\$0	\$0	\$390
Dues, Licenses & Subscriptions	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Training/Education	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Driving Range	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Veterans Program	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Pro Shop Expenditures	\$8,135	\$8,496	\$7,949	\$9,185	\$7,661	\$8,152	\$8,350	\$7,402	\$10,371	\$10,373	\$12,494	\$6,332	\$104,901
Merchandise Sales:													
Cost of Goods Sold	\$5,814	\$3,052	\$6,219	\$2,544	\$8,706	\$9,409	\$9,998	\$2,565	\$3,570	\$3,327	\$3,490	\$6,209	\$64,903
Total Merchandise Sales	\$5,814	\$3,052	\$6,219	\$2,544	\$8,706	\$9,409	\$9,998	\$2,565	\$3,570	\$3,327	\$3,490	\$6,209	\$64,903
Cart Facility:													
Salaries	\$6,424	\$4,297	\$4,206	\$4,432	\$4,675	\$5,390	\$5,124	\$4,900	\$4,901	\$5,355	\$5,236	\$4,717	\$59,657
Administrative Fees	\$581	\$459	\$436	\$435	\$407	\$435	\$389	\$404	\$402	\$415	\$415	\$402	\$5,179
FICA Expense	\$418	\$329	\$322	\$339	\$358	\$412	\$392	\$375	\$375	\$410	\$401	\$367	\$4,491
Workers Compensation	\$104	\$81	\$80	\$84	\$89	\$102	\$124	\$91	\$89	\$97	\$95	\$86	\$1,123
Unemployment	\$266	\$205	\$146	\$252	\$259	\$299	\$364	\$285	\$272	\$297	\$291	\$262	\$3,185
Utilities	\$649	\$835	\$1,105	\$1,011	\$853	\$1,046	\$951	\$805	\$612	\$934	\$525	\$836	\$10,162
Fuel	\$23	\$31	\$41	\$34	\$23	\$32	\$27	\$28	\$29	\$44	\$27	\$32	\$371
Golf Cart Lease	\$4,450	\$4,450	\$4,451	\$130	\$130	\$130	\$130	\$130	\$1,651	\$637	\$1,573	\$32	\$19,435
Cart Maintenance	\$97	\$1,412	\$263	\$594	\$109	\$1,087	\$321	\$398	\$70	\$222	\$37	\$133	\$4,741
Cart & Facilities Supplies	\$94	\$0	\$0	\$140	\$140	\$123	\$42	\$306	\$46	\$1,540	(\$776)	\$0	\$1,515
Driving Range	\$0	\$0	\$1,626	\$1,167	\$334	\$4,371	\$497	\$488	\$741	\$116	(\$929)	(\$244)	\$8,166
Uniforms	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$375	\$0	\$0	\$0	\$375
Total Cart Facility	\$13,106	\$12,099	\$12,676	\$8,477	\$7,376	\$13,427	\$8,362	\$8,197	\$9,562	\$10,068	\$6,894	\$8,156	\$118,399

Viera East Golf Course
Month to Month

	October	November	December	January	February	March	April	May	June	July	August	September	Total
Starter Marshals:													
Salaries	\$1,208	\$2,518	\$2,738	\$2,966	\$3,924	\$4,146	\$3,992	\$2,478	\$2,558	\$2,765	\$2,938	\$3,459	\$35,591
Administrative Fees	\$130	\$230	\$237	\$321	\$270	\$277	\$268	\$283	\$281	\$290	\$290	\$351	\$3,228
FICA Expense	\$165	\$193	\$209	\$227	\$300	\$317	\$298	\$190	\$341	\$212	\$225	\$265	\$2,941
Workers Compensation	\$41	\$48	\$52	\$56	\$74	\$79	\$46	\$45	\$82	\$50	\$53	\$63	\$691
Unemployment	\$120	\$137	\$74	\$170	\$218	\$230	\$136	\$138	\$142	\$133	\$163	\$132	\$1,873
Uniforms	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$156	\$0	\$328	\$0	\$484
Total Starter Marshals	\$1,665	\$3,125	\$3,310	\$3,740	\$4,787	\$5,048	\$4,640	\$3,135	\$3,560	\$3,471	\$3,997	\$4,330	\$44,808

Golf Course Maintenance:

Salaries	\$26,218	\$26,810	\$29,136	\$28,138	\$28,933	\$30,901	\$29,574	\$32,438	\$30,119	\$30,437	\$32,209	\$30,025	\$354,935
Administrative Fees	\$602	\$540	\$651	\$628	\$587	\$628	\$608	\$696	\$678	\$691	\$756	\$734	\$7,798
FICA Expense	\$1,939	\$1,987	\$2,178	\$2,084	\$2,144	\$2,286	\$2,187	\$2,403	\$2,083	\$2,275	\$2,380	\$2,222	\$26,168
Employee Insurance	\$2,923	\$2,923	\$2,682	\$2,503	\$2,661	\$2,639	\$2,595	\$5,129	\$2,613	\$3,591	\$3,102	\$3,102	\$36,463
Workers Compensation	\$490	\$496	\$542	\$526	\$535	\$571	\$546	\$591	\$503	\$542	\$573	\$539	\$6,455
Unemployment	\$86	\$124	\$258	\$1,593	\$1,286	\$341	\$341	\$221	\$82	\$118	\$212	\$196	\$5,784
Drug Testing	\$0	\$38	\$38	\$0	\$0	\$0	\$38	\$0	\$0	\$76	\$0	\$0	\$190
Consulting Fees	\$500	\$500	\$500	\$500	\$500	\$500	\$500	\$500	\$500	\$500	\$500	\$500	\$6,000
Telephone/Internet	\$323	\$320	\$320	\$332	\$332	\$332	\$348	\$332	\$332	\$337	\$333	\$337	\$4,019
Utilities/Water	\$2,069	\$2,586	\$2,191	\$1,935	\$1,633	\$2,157	\$2,268	\$2,256	\$2,130	\$2,446	\$2,532	\$2,334	\$26,538
Repairs	\$4,285	\$2,698	\$5,118	\$3,827	\$4,686	\$4,147	\$3,451	\$2,194	\$3,506	\$3,300	\$2,674	\$4,885	\$44,770
Fuel & Oil	\$2,088	\$3,421	\$3,425	\$2,782	\$1,998	\$2,457	\$2,563	\$2,740	\$2,975	\$4,108	\$2,783	\$3,193	\$34,534
Pest Control	\$115	\$257	\$115	\$115	\$115	\$115	\$115	\$115	\$115	\$115	\$119	\$119	\$1,532
Irrigation/Drainage	\$1,175	\$2,037	\$1,844	\$1,922	\$4,216	\$2,001	\$1,118	\$4,203	\$419	\$1,502	\$2,588	\$1,385	\$23,410
Sand and Topsoil	\$569	\$0	\$0	\$1,025	\$1,275	\$465	\$974	\$406	\$0	\$0	\$0	\$1,023	\$5,737
Flower/Mulch	\$0	\$525	\$0	\$3,419	\$449	\$450	\$0	\$0	\$0	\$513	\$109	\$0	\$5,465
Chemicals	\$5,904	\$3,904	\$1,316	\$2,819	\$1,990	\$1,520	\$2,207	\$1,093	\$1,466	\$2,040	\$3,820	\$5,210	\$33,289
Fertilizer	\$1,191	\$3,565	\$9,729	\$8,382	\$6,770	\$6,777	\$7,327	\$6,107	\$6,110	\$4,500	\$5,203	\$4,864	\$70,525
Seed/Sod	\$920	\$1,214	\$920	\$920	\$1,050	\$922	\$922	\$0	\$0	\$0	\$0	\$0	\$5,946
Trash Removal	\$131	\$131	\$131	\$131	\$131	\$131	\$131	\$131	\$481	\$131	\$131	\$131	\$1,925
Contingency	\$232	\$720	\$741	\$1,185	\$134	\$0	\$157	\$60	\$328	\$143	\$52	\$78	\$4,777
First Aid	\$309	\$0	\$0	\$105	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,153
Office Supplies	\$0	\$0	\$0	\$28	\$0	\$0	\$0	\$20	\$0	\$38	\$0	\$0	\$86
Operating Supplies	\$1,337	\$713	\$2,589	\$1,580	\$727	\$996	\$835	\$1,498	\$397	\$1,072	\$948	\$1,213	\$13,905
Training	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$250	\$0	\$0	\$0	\$0	\$250
Janitorial Supplies	\$0	\$0	\$120	\$0	\$72	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$192
Soil & Water Testing	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Uniforms	\$639	\$695	\$846	\$720	\$978	\$1,049	\$810	\$1,113	\$941	\$918	\$1,324	\$1,065	\$11,097
Equipment Rental	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Equipment Lease	\$5,951	\$5,951	\$5,951	\$5,951	\$5,951	\$5,951	\$5,951	\$5,951	\$5,951	\$5,951	\$5,951	\$5,951	\$71,408
Small Tools	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Truck Maintenance	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
IT Services	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Golf Course Maintenance	\$59,998	\$62,156	\$71,341	\$73,151	\$69,154	\$68,261	\$63,642	\$70,446	\$61,749	\$65,775	\$68,893	\$69,803	\$804,369

Administrative Expenditures:

Legal Fees	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Arbitrage	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$600
Dissemination	\$83	\$83	\$83	\$83	\$83	\$83	\$83	\$83	\$83	\$83	\$83	\$83	\$1,000
Trustee Fees	\$313	\$313	\$313	\$313	\$313	\$313	\$313	\$264	\$264	\$264	\$264	\$264	\$3,717
Annual Audit	\$125	\$125	\$125	\$125	\$125	\$125	\$113	\$113	\$113	\$113	\$113	\$113	\$1,425
Golf Course Administrative Services	\$4,690	\$4,690	\$4,690	\$4,690	\$4,690	\$4,690	\$4,690	\$4,690	\$4,690	\$4,690	\$4,690	\$4,690	\$56,280
Insurance	\$5,417	\$5,427	\$4,824	\$4,824	\$4,824	\$4,824	\$4,824	\$4,824	\$4,824	\$4,824	\$4,824	\$5,423	\$59,728
Property Taxes	\$500	\$463	\$851	\$851	\$851	\$851	\$851	\$851	\$851	\$851	\$851	\$851	\$9,479
Total Administrative Expenditures	\$11,178	\$11,150	\$10,936	\$10,936	\$10,936	\$11,197	\$10,919	\$10,875	\$10,875	\$10,875	\$10,875	\$11,476	\$132,229

Viera East Golf Course
Month to Month

	October	November	December	January	February	March	April	May	June	July	August	September	Total
<i>Reserves:</i>													
Renewal & Replacement	\$1,254	\$1,594	\$2,224	\$2,431	\$2,467	\$3,176	\$4,010	\$2,642	\$978	\$750	\$641	\$1,761	\$23,927
Operating Reserves	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Reserves	\$1,254	\$1,594	\$2,224	\$2,431	\$2,467	\$3,176	\$4,010	\$2,642	\$978	\$750	\$641	\$1,761	\$23,927
Total Revenues	\$79,677	\$111,206	\$121,534	\$123,352	\$158,776	\$200,488	\$132,118	\$48,879	\$37,478	\$32,047	\$88,066	\$109,842	\$1,243,463
Total Expenditures	\$114,445	\$108,339	\$126,716	\$123,156	\$121,081	\$128,152	\$121,139	\$114,937	\$108,238	\$113,306	\$122,453	\$129,702	\$1,431,662
Operating Income (Loss)	(\$34,767)	\$2,868	(\$5,182)	\$196	\$37,695	\$72,336	\$10,979	(\$66,058)	(\$70,761)	(\$81,259)	(\$34,387)	(\$19,860)	(\$188,200)
<i>Non Operating Revenues/(Expenditures):</i>													
Special Assessments - Debt Service	\$46,471	\$46,471	\$46,471	\$46,471	\$46,471	\$46,471	\$46,471	\$46,471	\$46,471	\$46,471	\$46,471	\$46,471	\$557,649
Interest Income	\$17	\$19	\$16	\$32	\$53	\$75	\$191	\$192	\$75	\$65	\$52	\$59	\$845
Transfer In	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$150,000	\$100,000	\$0	\$250,000
Interest Expense	(\$16,912)	(\$16,912)	(\$16,912)	(\$16,912)	(\$16,912)	(\$16,912)	(\$16,912)	(\$16,912)	(\$16,912)	(\$16,912)	(\$16,912)	(\$16,912)	(\$202,949)
Principal Expense	(\$29,583)	(\$29,583)	(\$29,583)	(\$29,583)	(\$29,583)	(\$29,583)	(\$29,583)	(\$29,583)	(\$29,583)	(\$29,583)	(\$29,583)	(\$29,583)	(\$355,000)
Total Non Operating Revenues/(Expenditures)	(\$8)	(\$6)	(\$9)	\$7	\$28	\$50	\$166	\$167	\$50	\$150,040	\$100,027	\$34	\$250,545
Net Non Operating Income / (Loss)	(\$34,775)	\$2,861	(\$5,191)	\$203	\$37,723	\$72,386	\$11,145	(\$65,891)	(\$70,710)	\$68,781	\$65,640	(\$19,826)	\$62,345

Viera East Community Development District

ProShop
Statement of Revenues & Expenditures

	October	November	December	January	February	March	April	May	June	July	August	September	Total
<i>Revenues</i>													
Merchandise Sales	\$5,764	\$7,658	\$8,319	\$5,388	\$10,192	\$15,706	\$12,871	\$5,102	\$4,397	\$3,353	\$6,825	\$8,548	\$94,122
Total Revenues	\$5,764	\$7,658	\$8,319	\$5,388	\$10,192	\$15,706	\$12,871	\$5,102	\$4,397	\$3,353	\$6,825	\$8,548	\$94,122
<i>Expenditures</i>													
Cost of Goods Sold	\$5,814	\$3,052	\$6,219	\$2,544	\$8,706	\$9,409	\$9,998	\$2,565	\$3,570	\$3,327	\$3,490	\$6,209	\$64,903
Total Expenditures	\$5,814	\$3,052	\$6,219	\$2,544	\$8,706	\$9,409	\$9,998	\$2,565	\$3,570	\$3,327	\$3,490	\$6,209	\$64,903
Operating Income (Loss)	(\$51)	\$4,606	\$2,100	\$2,844	\$1,486	\$6,297	\$2,873	\$2,537	\$827	\$27	\$3,334	\$2,339	\$29,218

Viera East
Community Development District
Special Assessment Receipts - FY2016

Date	Net	Gen Fund	Debt Svc 2006	Rec Fund	Total
10/23/15	\$ 127.99	\$ 27.14	\$ 81.37	\$ 19.48	\$ 127.99
11/5/15	\$ 36,762.91	\$ 7,794.88	\$ 23,372.09	\$ 5,595.94	\$ 36,762.91
11/19/15	\$ 370,734.77	\$ 78,607.28	\$ 235,695.31	\$ 56,432.18	\$ 370,734.77
12/7/15	\$ 2,787,561.48	\$ 591,049.60	\$ 1,772,197.31	\$ 424,314.57	\$ 2,787,561.48
12/7/15	\$ 334.10	\$ 70.84	\$ 212.40	\$ 50.86	\$ 334.10
12/18/15	\$ 111,520.23	\$ 23,645.75	\$ 70,899.19	\$ 16,975.29	\$ 111,520.23
12/18/15	\$ 7,553.34	\$ 1,601.54	\$ 4,802.05	\$ 1,149.75	\$ 7,553.34
1/13/16	\$ 50,306.43	\$ 10,666.53	\$ 31,982.40	\$ 7,657.50	\$ 50,306.43
2/12/16	\$ 56,338.32	\$ 11,945.47	\$ 35,817.19	\$ 8,575.66	\$ 56,338.32
3/8/16	\$ 68,329.65	\$ 14,488.01	\$ 43,440.70	\$ 10,400.94	\$ 68,329.65
3/8/2016 (1)	\$ 226.88	\$ 48.11	\$ 144.24	\$ 34.54	\$ 226.89
4/7/16	\$ 69,364.76	\$ 14,700.20	\$ 44,104.65	\$ 10,559.91	\$ 69,364.76
4/7/2016 (2)	\$ 9.24	\$ 1.96	\$ 5.87	\$ 1.41	\$ 9.24
5/13/16	\$ 23,634.53	\$ 5,011.25	\$ 15,025.70	\$ 3,597.58	\$ 23,634.53
5/31/16(3)	\$ 46,873.00	\$ -	\$ 46,873.00	\$ -	\$ 46,873.00
6/7/16	\$ 41,415.91	\$ 14,829.17	\$ -	\$ 26,586.74	\$ 41,415.91
6/17/16	\$ 158,794.05	\$ 33,669.27	\$ 98,516.53	\$ 26,608.25	\$ 158,794.05
9/6/16	\$ 1,772.02	\$ -	\$ -	\$ 1,772.02	\$ 1,772.02
	\$ 3,831,659.61	\$ 808,157.00	\$ 2,423,170.00	\$ 600,332.62	\$ 3,831,659.62

	Net Assessed	Percentage	Assessments Collected	Assessments Transferred	Balance to Transfer
Debt Service Fund	\$ 2,423,170	63.58%	\$ 2,423,170.00	\$ (2,423,171.00)	\$ (1)
General Fund	\$ 808,157	21.20%	\$ 808,157.00	\$ (808,157.00)	\$ -
Recreation Fund	\$ 580,176	15.22%	\$ 600,332.62	\$ (598,560.59)	\$ 1,772
	\$ 3,811,503	100.00%	\$ 3,831,659.62	\$ (3,829,888.60)	\$ 1,771

- (1) Represents Postage Billing deductions from March 8, 2016 distribution
- (2) Represents Postage Billing deductions from April 7, 2016 distribution
- (3) Represents Debt Service Fund Collection Cost

Viera East
Community Development District
Golf Course/Recreation Fund- Operations
Prior Month/Year Comparison

	Actuals		Year to Date		Year to Date		Variance	
	9/30/15	9/30/16	9/30/15	9/30/16	9/30/15	9/30/16	9/30/15	9/30/16
<i>Revenues:</i>								
Greens Fees	\$ 32,425	\$ 71,011	\$ 38,587	\$ 883,957	\$ 964,006	\$ 883,957	\$ (80,048)	\$ (80,048)
Greens Cards - Sales	\$ 290	\$ -	\$ (290)	\$ -	\$ 54,368	\$ -	\$ (54,368)	\$ (54,368)
Greens Cards - Usage	\$ (3,337)	\$ -	\$ 3,337	\$ (16,303)	\$ (118,786)	\$ (16,303)	\$ 102,483	\$ 102,483
Gift Cards - Sales	\$ -	\$ 755	\$ 755	\$ 3,409	\$ -	\$ 3,409	\$ 3,409	\$ 3,409
Gift Cards - Usage	\$ -	\$ (1,825)	\$ (1,825)	\$ (16,621)	\$ -	\$ (16,621)	\$ (16,621)	\$ (16,621)
Season Advance/Trail Fees	\$ 9,138	\$ 11,694	\$ 2,556	\$ 165,115	\$ 195,827	\$ 165,115	\$ (30,712)	\$ (30,712)
Season Advance/Trail Fees Surcharge	\$ -	\$ -	\$ -	\$ -	\$ 1,020	\$ -	\$ (1,020)	\$ (1,020)
Associate Memberships	\$ -	\$ 2,676	\$ 2,676	\$ 11,489	\$ -	\$ 11,489	\$ 11,489	\$ 11,489
Driving Range	\$ 1,410	\$ 3,626	\$ 2,216	\$ 55,101	\$ 42,060	\$ 55,101	\$ 13,041	\$ 13,041
Golf Lessons	\$ 275	\$ 270	\$ (5)	\$ 9,170	\$ 9,413	\$ 9,170	\$ (243)	\$ (243)
Merchandise Sales	\$ 4,139	\$ 8,548	\$ 4,409	\$ 94,122	\$ 79,240	\$ 94,122	\$ 14,882	\$ 14,882
Restaurant	\$ 10,704	\$ 214	\$ (10,489)	\$ (266)	\$ 227,553	\$ (266)	\$ (227,818)	\$ (227,818)
Special Assessments - Operations	\$ 7,870	\$ 12,842	\$ 4,972	\$ 42,684	\$ 39,976	\$ 42,684	\$ 2,708	\$ 2,708
Miscellaneous Income	\$ (189)	\$ 31	\$ 220	\$ 11,606	\$ 15,022	\$ 11,606	\$ (3,415)	\$ (3,415)
Total Revenues	\$ 62,724	\$ 109,842	\$ 47,118	\$ 1,243,463	\$ 1,509,698	\$ 1,243,463	\$ (266,236)	\$ (266,236)
<i>Expenditures:</i>								
Golf Course Expenditures	\$ 15,089	\$ 20,553	\$ (5,463)	\$ 123,949	\$ 105,827	\$ 123,949	\$ (18,122)	\$ (18,122)
Restraunt	\$ 17,857	\$ 1,082	\$ 16,774	\$ 14,177	\$ 263,796	\$ 14,177	\$ 249,619	\$ 249,619
Proshop	\$ 7,321	\$ 6,332	\$ 989	\$ 104,901	\$ 104,139	\$ 104,901	\$ (762)	\$ (762)
Merchandise Sales	\$ 1,290	\$ 6,209	\$ (4,920)	\$ 64,903	\$ 57,326	\$ 64,903	\$ (7,577)	\$ (7,577)
Cart Facility	\$ 11,038	\$ 8,156	\$ 2,882	\$ 118,399	\$ 143,679	\$ 118,399	\$ 25,280	\$ 25,280
Starter Marshals	\$ 2,209	\$ 4,330	\$ (2,121)	\$ 44,808	\$ 35,588	\$ 44,808	\$ (9,220)	\$ (9,220)
Golf Course Maintenance	\$ 50,818	\$ 69,803	\$ (18,985)	\$ 804,369	\$ 694,197	\$ 804,369	\$ (110,172)	\$ (110,172)
Administrative	\$ 13,651	\$ 11,476	\$ 2,176	\$ 132,229	\$ 131,778	\$ 132,229	\$ (451)	\$ (451)
Reserves	\$ 1,760	\$ 1,761	\$ (1)	\$ 23,927	\$ 31,436	\$ 23,927	\$ 7,509	\$ 7,509
Total Expenditures	\$ 121,032	\$ 129,702	\$ (8,670)	\$ 1,431,662	\$ 1,567,766	\$ 1,431,662	\$ 136,104	\$ 136,104
Operating Income/(Loss)	\$ (58,308)	\$ (19,860)	\$ 38,448	\$ (188,200)	\$ (58,068)	\$ (188,200)	\$ (130,132)	\$ (130,132)

Viera East
Community Development District
Golf Course/Recreation Fund- Operations
Prior Month/Year Comparison

	Actuals 9/30/15	Actuals 9/30/16	Variance	Year to Date 9/30/15	Year to Date 9/30/16	Variance
<i>Revenues: (1)</i>						
Greens Fees	\$ 32,425	\$ 71,011	\$ 38,587	\$ 964,006	\$ 883,957	\$ (80,048)
Greens Cards - Sales	\$ 290	\$ -	\$ (290)	\$ 54,368	\$ -	\$ (54,368)
Greens Cards - Usage	\$ (3,337)	\$ -	\$ 3,337	\$ (118,786)	\$ (16,303)	\$ 102,483
Gift Cards - Sales		\$ 755	\$ 755	\$ -	\$ 3,409	\$ 3,409
Gift Cards - Usage		\$ (1,825)	\$ (1,825)	\$ -	\$ (16,621)	\$ (16,621)
Season Advance/Trail Fees	\$ 9,138	\$ 11,694	\$ 2,556	\$ 195,827	\$ 165,115	\$ (30,712)
Season Advance/Trail Fees Surcharge	\$ -	\$ -	\$ -	\$ 1,020	\$ -	\$ (1,020)
Associate Memberships	\$ -	\$ 2,676	\$ 2,676	\$ -	\$ 11,489	\$ 11,489
Driving Range	\$ 1,410	\$ 3,626	\$ 2,216	\$ 42,060	\$ 55,101	\$ 13,041
Golf Lessons	\$ 275	\$ 270	\$ (5)	\$ 9,413	\$ 9,170	\$ (243)
Merchandise Sales	\$ 4,139	\$ 8,548	\$ 4,409	\$ 79,240	\$ 94,122	\$ 14,882
Special Assessments - Operations	\$ 7,870	\$ 12,842	\$ 4,972	\$ 39,976	\$ 42,684	\$ 2,708
Miscellaneous Income	\$ (189)	\$ 31	\$ 220	\$ 15,022	\$ 11,606	\$ (3,415)
Total Revenues	\$ 52,020	\$ 109,627	\$ 57,607	\$ 1,282,146	\$ 1,243,729	\$ (38,417)
<i>Expenditures: (2)</i>						
Golf Course Expenditures	\$ 15,089	\$ 20,553	\$ (5,463)	\$ 105,827	\$ 123,949	\$ (18,122)
Proshop	\$ 7,321	\$ 6,332	\$ 989	\$ 104,139	\$ 104,901	\$ (762)
Merchandise Sales	\$ 1,290	\$ 6,209	\$ (4,920)	\$ 57,326	\$ 64,903	\$ (7,577)
Cart Facility	\$ 11,038	\$ 8,156	\$ 2,882	\$ 143,679	\$ 118,399	\$ 25,280
Starter Marshals	\$ 2,209	\$ 4,330	\$ (2,121)	\$ 35,588	\$ 44,808	\$ (9,220)
Golf Course Maintenance	\$ 50,818	\$ 69,803	\$ (18,985)	\$ 694,197	\$ 804,369	\$ (110,172)
Administrative	\$ 13,651	\$ 11,476	\$ 2,176	\$ 131,778	\$ 132,229	\$ (451)
Reserves	\$ 1,760	\$ 1,761	\$ (1)	\$ 31,436	\$ 23,927	\$ 7,509
Total Expenditures	\$ 103,175	\$ 128,619	\$ (25,444)	\$ 1,303,971	\$ 1,417,486	\$ (113,515)
Operating Income/(Loss)	\$ (51,155)	\$ (18,992)	\$ 32,163	\$ (21,825)	\$ (173,757)	\$ (151,932)

(1) Does not include Restaurant revenue.
(2) Does not include Restaurant expenditures.

**Viera East
Community Development District
Detailed Rounds of Golf Report
Sep-16**

	<u>Rounds of Golf</u>			
	<u>Monthly</u>		<u>Year-to-Date</u>	
Rounds of Golf - Public	3,051	%	35,493	%
Rounds of Golf - Green Card Usage	-	0%	454	1%
Rounds of Golf - CDD Resident	545	15%	6,381	15%
Rounds of Golf - Public	1,940	55%	23,626	56%
Rounds of Golf - Member	499	14%	6,378	15%
Rounds of Golf - Staff/Comp	251	7%	2,195	5%
Rounds of Golf - GolfNow Trade	315	9%	2,837	7%
Total Rounds	3,550	100%	41,871	100%

Revenues

Greens Fees	\$ 71,011	\$ 883,957
Green Card Usage	\$ -	\$ (16,303)
Adjusted Greens Fee Revenue (Net)	\$ 71,011	\$ 867,654
Revenues Green Card Usage	\$ -	\$ (16,303)
Revenues CDD Residents	\$ 13,526	\$ 189,724
Revenues Public	\$ 57,485	\$ 677,930
Revenues Prepaid	\$ 11,694	\$ 165,115
	\$ 82,705	\$ 1,016,466

Average Revenue Per Round

Revenue Per Round Green Card Usage	#DIV/0!	\$ (35.91)
Revenue Per Round CDD Residents	\$ 24.82	\$ 29.73
Revenue Per Round Public	\$ 29.63	\$ 28.69
Revenue Per Round Prepaid	\$ 23.43	\$ 25.89

Meeting Date
January 10, 2017



AGENDA	
Section	Consent
Item No.	II D 5

AGENDA REPORT
BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS

SUBJECT:	Approve Settlement Agreement in the amount of \$90,000.00 Re: Louis C. Morehead, III v. Brevard County, Florida Case No. 05-2007-CA-006126.
DEPT/OFFICE:	County Attorney's Office and Utility Services Department Scott Knox, County Attorney, and Diana Yuan and Cristina Berrios, Assistant County Attorneys. Scott.knox@brevardcounty.us ; diana.yuan@brevardcounty.us ; Cristina.berrios@brevardcounty.us Jim Helmer, Director Utilities, jim.helmer@brevardcounty.us

Requested Action:
 The County Attorney's Office requests that the Board approve a settlement in the amount of \$90,000 in the matter of Louis C. Morehead, III v. Brevard County, Florida Case No. 05-2007-CA-006126.

Summary Explanation & Background:
 A lawsuit was filed in 2007 by Louis C. Morehead, III relating to the County's use and operation of the J-2 Lift Station on a parcel of property on the corner of Fay Boulevard and U.S. 1 in Port St. John.
 On December 20, 2016, the Board of County Commissioners met in an attorney-client private meeting and accepted and authorized the proposed settlement in the amount of \$90,000.00. This amount is to purchase the fee simple property interest and Lift Station improvements on the subject property.
 Fiscal impact: \$90,000.00
 Commission District: 1
 Fund Account/ Cost Code: 4150/365190/5313300

Clerk to the Board Instructions:

Exhibits Attached:
 Transcript from 12/20/16 Executive Session, Settlement Agreement

Contract /Agreement (If attached):	Reviewed by County Attorney	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	PR	<input type="checkbox"/>
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County Manager		Assistant County Manager	Department Director / Extension
Stockton Whitten		Assistant County Manager	Jim Helmer, Utilities Director
			Scott Knox, County Attorney

IN THE CIRCUIT COURT OF THE EIGHTEENTH JUDICIAL CIRCUIT
IN AND FOR BREVARD COUNTY, FLORIDA

CASE NO.: 05-2007-CA-006126-XXXX-XX

LOUIS C. MOREHEAD III,

Plaintiff,

v.

BREVARD COUNTY, FLORIDA
a political subdivision of the State of
Florida,

Defendant.

_____ /

SETTLEMENT AGREEMENT

The parties to this Settlement Agreement, made this _____ day of November, 2016 by and between BREVARD COUNTY (“COUNTY”) and LOUIS C. MOREHEAD, III (“MOREHEAD”), hereby agree as follows:

WHEREAS, on or about March 7, 2007, Morehead filed suit against the County alleging inverse condemnation for the County’s use and operation of the J-2 Lift Station on his property;

WHEREAS, the claim for inverse condemnation was dismissed and the Corrected Third Amended Complaint alleged claims for implied damages, quantum meruit, unjust enrichment, and injunctive relief;

WHEREAS, the claims for implied damages, quantum meruit, and unjust enrichment were dismissed, leaving only the claim for injunctive relief;

WHEREAS, the parties desire to resolve this matter without further litigation

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, receipt and adequacy of which are hereby acknowledged, the COUNTY and MOREHEAD agree as follows:

1. Recitals. The above recitals are true and correct and form a part of this Agreement, with neither party admitting any guilt, liability, or obligations relating to any of the legal claims made by the parties in the cases that are the subject of this Agreement.
2. Approval and Authorization. The Brevard County Board of County Commissioners must approve this Agreement and this Agreement is subject to and contingent upon Board approval at a public hearing. County staff will seek approval from the Board of County Commissioners.
3. Purchase of Property. Morehead agrees to sell to the County the subject parcel as described in the legal description attached as **Exhibit "A"** and depicted in the survey attached as **Exhibit "C"** by executing the "Contract for Purchase and Sale" attached hereto as **Exhibit "D."** The executed Contract for Purchase and Sale attached hereto as **Exhibit "D"** is hereby fully incorporated into this Agreement and made a part thereof.
4. Purchase of Improvements and Fixtures. Morehead agrees to sell to the County any and all improvements and fixtures on the subject parcel including but not limited to those listed in **Exhibit "B"** by executing the "Bill of Sale" attached hereto as **Exhibit "E."** The executed Bill of Sale attached hereto as **Exhibit "E"** is hereby fully incorporated into this Agreement and made a part thereof.
5. Consideration. In consideration of all sales and purchases, the County agrees to pay Morehead the sum of \$90,000.

6. Voluntary Dismissal of Plaintiff's Claims. After the Chairman of the Board of County Commissioners executes this Agreement, the County shall cause the Joint Agreement for Dismissal, attached hereto as **Exhibit "F"** to be filed in the Eighteenth Judicial Circuit, in and for Brevard County, Florida in Case Number: 05-2007-CA-006126, *Louis C. Morehead, III v. Brevard County*.
7. Enforcement. Either party has the right to enforce the provisions of this Agreement through a cause of action in the circuit court for any appropriate legal remedy, including, but not limited to, specific performance and/or injunctive relief.
8. No Admission of Liability. This Agreement shall not in any way be construed as an admission by the County or Morehead that either has acted wrongfully with respect to one another. Accordingly, this Agreement shall not serve as or be construed to be admissible in any proceeding as evidence that either party has prevailed in Case Number 05-2007-CA-006126, filed in the Eighteenth Judicial Circuit in and for Brevard County, Florida, or that either party has engaged in any wrongdoing.
9. Legal Advice/Attorney's Fees. Each Party has had the opportunity to consult with legal counsel with respect to the advisability of making this Agreement. Each Party has read and fully understands all of the provisions of this Agreement, and is voluntarily entering into this Agreement. Each party shall bear its own attorney's fees and costs in this action.
10. No other claims. Morehead represents that aside from the claims made in Case Number 05-2007-CA-006126, he has not filed or participated in the filing of any other complaints, grievances, demands, charges, or lawsuits against the County. Morehead hereby waives any claims or causes of actions based on the same facts and/or law or stemming from the

same facts and/or law as set forth in his claims made in Case Number 05-2007-CA-006126.

11. Release. Subject to and contingent upon the payment in full by the County of the Settlement Amount, the County and Morehead, both on behalf of themselves, and all representatives, personal representatives, successors, attorneys, employees, assignors and assigns of any or all of them, do hereby acknowledge the adequacy, delivery and reasonableness of the consideration set forth herein and each does hereby release and forever discharge one another in full, along with their representatives, personal representatives, successors, attorneys, employees, assignors and assigns of any or all of them, from any and all claims, arising from the beginning of time to the date of this Settlement Agreement, whether accrued or unaccrued, and whether known or unknown, that the County and Morehead each has or may have arising from or in any way related to any and all matters arising from Case Number 05-2007-CA-006126 and/or the property subject thereto. This release is intended to be a general release and not limited in any way (except for any claims arising from any alleged breach of this Settlement Agreement).
12. Venue and Governing Law. This Agreement shall be governed by the laws of the State of Florida. In the event of any action arising hereunder, venue shall be in a court of competent jurisdiction in Brevard County. Venue for any federal action shall be in the United States District Court for the Middle District of Florida. In the event of litigation relating to this agreement, each party shall bear its own attorney's fees and costs.
13. Severability. The provisions of this Agreement are severable, and if any part of it is found to be unenforceable, the other paragraphs shall remain fully valid and enforceable.

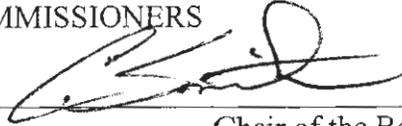
14. Waiver. The failure of any Party to this Settlement Agreement to insist upon the performance of any of the terms and conditions of this Settlement Agreement, or the waiver of any breach of any of the terms and conditions of this Settlement Agreement, shall not be construed as thereafter waiving any such terms and conditions, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.
15. Construction. Each term and provision of this Agreement shall be construed and interpreted so as to render it enforceable. This Agreement shall be deemed to have been drafted jointly by the parties; accordingly, any rule pertaining to the construction of contracts to the effect that ambiguities are to be resolved against the drafting party shall not apply to the interpretation of this Agreement or of any modification of or amendment to this Agreement.
16. Sole and Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations and agreements, whether written or oral, relating to the subject matter hereof. The parties acknowledge that neither they, nor their agents or attorneys have made any promise, representation, or warranty whatsoever, either, express or implied, written or oral, other than the express written representations herein. The parties agree that this Agreement may not be altered, amended, modified or otherwise changed in any respect except by another written agreement signed by those parties who are affected by the alteration, amendment, modification, or change.
17. Execution in Counterparts. This Agreement may be executed in counterparts and, if so executed, all counterparts collectively will constitute one agreement binding on all Parties.

18. Electronic Signatures. Faxed and emailed signatures shall be deemed originals.
19. Notices. Any notice or notices required or permitted by this Agreement or that shall be given by reason of this Agreement shall be in writing and shall be delivered to the last attorney of record for each of the parties in the manner and at the address required for service of pleadings and papers, except that electronic mail notices shall be effective only if separately acknowledged by the person to whom the notice is given.
20. Capacity. Morehead and the County, by the signatures affixed below, each acknowledge and agree that the persons signing this Settlement Agreement have the legal capacity to do so and are fully and duly authorized and empowered to fully bind the party whom they represent and for whom they have affixed their signature in all respects and that any such defense or argument of lack of capacity are specifically waived.

ATTEST:

SCOTT ELLIS, Clerk to the Board

BREVARD COUNTY BOARD OF COUNTY
COMMISSIONERS

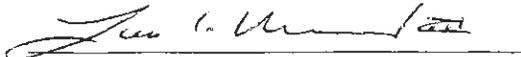

_____, Chair of the Board

As approved by the Board on: _____

[SIGNATURES CONTINUED ON THE FOLLOWING PAGE]

Plaintiff, LOUIS C. MOREHEAD, III

Defendant, BREVARD COUNTY, a political subdivision of the State of Florida and Charter County


LOUIS C. MOREHEAD, III, Plaintiff


JIM HELMER, Director
Department of Utilities

Date: 11/7/16

Date: 11/7/16


W. Bruce DelValle, Esq.
Florida Bar No. 0779962
Attorney for Plaintiff


Diana E. Yuan, Esq.
Florida Bar No. 112304
Cristina Berrios, Esq.
Florida Bar No. 100691
Brevard County Attorney's Office
Attorney for Defendant

Date: Nov. 7, 2016

Date: Nov 7, 2016



CFN 97209190

OR Book/Page: 3738 / 1781

EXHIBIT "A"

LEGAL DESCRIPTION:

A PARCEL OF LAND BEING A PART OF TRACT B AS SHOWN ON THE PLAT OF PORT ST. JOHN UNIT--ONE AS RECORDED IN PLAT BOOK 13, PAGE 126 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE CENTERLINE OF FAY BOULEVARD WITH THE CENTERLINE OF WEST AVENUE AS SHOWN ON SAID PLAT OF PORT ST. JOHN UNIT--1; THENCE S.22°12'25"E., ALONG SAID CENTERLINE OF WEST AVENUE, 80.00 FEET; THENCE N.67°47'35"E., 30.00 FEET TO A POINT LYING ON THE WESTERLY BOUNDARY LINE OF SAID TRACT B, SAID POINT BEING THE POINT OF CURVATURE OF A CIRCULAR CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 20.00 FEET AND TO WHICH POINT A RADIAL LINE BEARS S.67°47'35"W.; THENCE S.22°12'25"E., ALONG THE WESTERLY BOUNDARY OF SAID TRACT B, 60.00 FEET TO THE POINT OF BEGINNING OF THE LAND HEREIN DESCRIBED; THENCE CONTINUE S.22°12'25"E., ALONG SAID BOUNDARY OF SAID TRACT B, 60.00 FEET; THENCE N.67°47'35"E., 40.00 FEET TO A POINT LYING ON THE EASTERLY BOUNDARY OF SAID TRACT B; THENCE N.22°12'25"W., ALONG SAID EASTERLY BOUNDARY, 60.00 FEET; THENCE S.67°47'35"W., 40.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 2400 SQUARE FEET.

TOGETHER WITH SEWER LIFT STATION AND RELATED EQUIPMENT AS LISTED ON EXHIBIT "B" ATTACHED HERETO, BEING A PART OF THIS EXHIBIT "A".



CFN 97209190

OR Book/Page: 3738 / 1782

L/S # J-2

LOCATION:

PUMP DATA

	<u>PUMP #1</u>	<u>PUMP #2</u>
SUCTION LINE	4"	4"
MAKE	GORMAN / RUPP	GORMAN / RUPP
MODEL	T4A3 - B	T4A3 - B
SERIAL #	405971	405970
H/P	15	15
MOTOR FRAME	254T	254T
PHASE	3	3
VOLTS	230	230
NAME PLATE AMPS	38	39
RPM	1755	1755
GPM		
TDH	10'	10'
AV.DLY.HRS.		
STARTER SIZE	SQ. D 2	SQ. D 2
ALTERNATOR	DUPLEX PUMP CONTROLLER P/N 11928	

VALVE DATA

MAKE

GATE	MULLER	2 EA. 4"
CHECK VALVE	MULLER	2 EA. 4"
EMER. DISCHARGE	GATE VALVE	4" F CAMLOCK

J-2

SHAFT HOUSING

GASKETS

IMPELLER DIAMETER #	9 3/4	SHAFT SLEEVE #	11876 A
IMPELLER #	10528	O RING #	S 1674
WEAR PLATE #	10532 A		
SEAL #	12364 A		

OTHER EQUIPMENT

WET WELL

BUBBLER SYSTEM WITH BACKUP FLOATBALLS RED LIGHT ON SITE GEN.	PRECAST DIA. 6'	DEPTH 15'6"
BELTS	#1 B-68	#2 B-68

COMMENTS:

F.P.L.

NEW PANEL BOX
1 / 97

METER NO. ACCOUNT NO.
5J28644 49003-01310

CONTRACT FOR SALE AND PURCHASE

Seller: Louis C. Morehead, III
P.O. Box 697
Sharpes, Florida 32959

Buyer: Board of County Commissioners, Brevard County, Florida
2725 Judge Fran Jamieson Way, Viera, Florida 32940

Legal description of property being transferred: SEE ATTACHED EXHIBIT "A" and "B."

The transfer shall be made pursuant to the following terms and conditions and the Standards for Real Estate Transactions, which is attached an incorporated into this agreement.

Purchase price: Parcel with tax account number 2320455 (and legal description as above-stated) for a total compensation of \$90,000.00.

Deposit: \$100 to be transferred to an escrow account established and held by the Brevard County Clerk, such deposit to be applied to the purchase price.

Time for acceptance of offer; effective date; facsimile: If this offer is not executed by and delivered to all parties OR FACT OF EXECUTION communicated in writing between the parties on or before November 22, 2016, the deposit(s) will, at Buyer's option, be returned and this offer withdrawn. The date of Contract ("Effective Date") will be the date when the last one of the Buyer and Seiler has signed this offer. A facsimile copy of this Contract and any signatures hereon shall be considered for all purposes as originals.

Title evidence: At least 15 days before closing date, [] Seller shall, at Seller's expense, deliver to Buyer or Buyer's attorney or [X] Buyer shall at Buyer's expense obtain [] a title search and/or [X] title insurance commitment (with legible copies of instruments listed as exceptions attached thereto) and, after closing, an owner's policy of title insurance.

Closing Date: This transaction shall be closed and the deed and other closing papers delivered on November 29, 2016, unless modified by other provisions of this Contract.

Warranties: The following warranties are made and shall survive closing.
a. SELLER warrants that there are no parties in occupancy other than Seller or Buyer.
b. SELLER warrants that he/she has no knowledge of any fact or restriction which would prevent use of the property for purposes.
c. SELLER hereby represents and warrants to COUNTY that SELLER has not engaged or dealt with any agent, broker or finder, in regard to this Agreement or to the sale and purchase of the property contemplated hereby. SELLER hereby acknowledges and covenants that SELLER is solely responsible for any and all commissions due arising out of or connected within the sale or transfer of the property. SELLER hereby indemnifies COUNTY and agrees to hold COUNTY free and harmless from and against any and all liability, loss, costs, damage and expense, including but not limited to attorney's fees and costs of litigation both prior to and on appeal, which COUNTY shall ever suffer or incur because of any claim by any agent, broker or finder engaged by SELLER, including broker, whether or not meritorious, for any fee, commission or other compensation with respect to this Agreement or to the sale and purchase of the property contemplated hereby.

Condemnation: This property [] is [X] is not being acquired under threat of condemnation. If so, this agreement, includes and settles all issues of full compensation for the property being acquired, including fees and costs.

SELLER shall comply with §196.295, Fla. Stat.

SELLER hereby agrees to provide the necessary information and execute a beneficial interest and disclosure affidavit as required by §286.23, Fla. Stat.

Special Clauses: [X] See attached addendum [] NOT APPLICABLE

BOARD OF COUNTY COMMISSIONERS
BREVARD COUNTY, FLORIDA

Jim Barfield, CHAIRMAN

(Seller) Date

As approved by the Board

Date:

By: As:

STANDARDS FOR REAL ESTATE TRANSACTIONS

A. EVIDENCE OF TITLE: A title insurance commitment issued by a Florida licensed title insurer agreeing to issue to Buyer, upon recording of the deed to Buyer, an owner's policy of title insurance in the amount of the purchase price insuring Buyer's title to the Real Property, subject only to liens, encumbrances, exceptions or qualifications set forth in this Contract and those which shall be discharged by Seller at or before closing. Seller shall convey marketable title subject only to liens, encumbrances, exceptions or qualifications specified in this Contract. Marketable title shall be determined according to applicable Title Standards adopted by authority of The Florida Bar and in accordance with law.

B. SURVEY: Buyer, at Buyer's expense, within time allowed to deliver evidence of title and to examine same, may have the Real Property surveyed and certified by a registered Florida surveyor. If survey shows encroachment on Real Property or that improvements located on Real Property encroach on setback lines, easements, lands of others or violate any restrictions, Contract covenants or applicable governmental regulation, the same shall constitute a title defect.

C. INGRESS AND EGRESS: Seller warrants and represents that there is ingress and egress to the Real Property sufficient for its intended use as described in the Warranties section of the agreement.

D. LIENS: Seller shall furnish to Buyer at time of closing an affidavit attesting to the absence, unless otherwise provided for herein, of any financing statement, claims of lien or potential lienors known to Seller and further attesting that there have been no improvements or repairs to the Property for 90 days immediately preceding date of closing. If Property has been improved or repaired within that time Seller shall deliver releases or waivers of construction liens executed by all general contractors, subcontractors, suppliers and materialmen in addition to Seller's lien affidavit setting forth the names of all such general contractors, subcontractors, suppliers and materialmen and further affirming that all charges for improvements or repairs which could serve as a basis for a construction lien or a claim for damages have been paid or will be paid at closing of this Contract.

E. TIME PERIOD: Time is of the essence in this Contract.

F. DOCUMENTS FOR CLOSING: Seller shall furnish the deed, bill of sale, construction lien affidavit, owner's possession affidavit, assignments of leases, tenant and mortgagee estoppel letters and corrective instruments. Buyer shall furnish closing statement.

G. EXPENSES: Documentary stamps on the deed, if required, and recording of corrective instruments shall be paid by Buyer. Buyer will pay for the cost of recording the deed.

H. PRORATIONS; CREDITS: Taxes, assessments, rent, interest, insurance and other expenses and revenue of Property shall be prorated through day before closing. Buyer shall have the option of taking over any existing policies of insurance, if assumable, in which event premiums shall be prorated. Cash at closing shall be increased or decreased as may be required by prorations. Prorations will be made through day prior to occupancy if occupancy occurs before closing. Advance rent and security deposits will be credited to Buyer and escrow deposits held by mortgagee will be credited to Seller. Taxes shall be prorated based on the current year's tax with due allowance made for maximum allowable discount, homestead and other exemptions. If closing occurs at a date when the current year's millage is not fixed and current year's assessment is available, taxes will be prorated based upon such assessment and the prior year's millage. If current year's assessment is not available, then taxes will be prorated on the prior year's tax. If there are completed improvements on the Real Property by January 1st of year of closing, which improvements were not in existence on January 1st of the prior year, then taxes shall be prorated based upon the prior year's millage and at an equitable assessment to be agreed upon between the parties, failing which, request will be made to the County Property Appraiser for an informal assessment taking into consideration available exemptions. Any tax proration based on an estimate shall, at request of either Buyer or Seller, be subsequently readjusted upon receipt of tax bill on condition that a statement to that effect is in the closing statement.

I. SPECIAL ASSESSMENT LIENS: Certified, confirmed and ratified special assessment liens as of date of closing (not as of Effective Date) are to be paid by Seller. Pending liens as of date of closing shall be assumed by Buyer. If the improvement has been substantially completed as of Effective Date, any pending lien shall be considered certified, confirmed or ratified and Seller shall, at closing, be charged an amount equal to the last estimate of assessment for the improvement by the public body.

J. PROCEEDS OF SALE; CLOSING PROCEDURE: The deed shall be recorded upon clearance of funds. If abstract of title has been furnished, evidence of title shall be continued at Buyer's expense to show title in Buyer, without any encumbrances or change which would render Seller's title unmarketable from the date of the last evidence. Proceeds of the sale shall be held in escrow by Seller's attorney or by another mutually acceptable escrow agent for a period of not more than 5 days after closing date. Buyer shall take title as is, waiving all rights against Seller as to any intervening defect except as may be available to Buyer by virtue of warranties contained in the deed or bill of sale. The escrow and closing procedure required by this Standard shall be waived if title agent insures adverse matters pursuant to Section 627.7841, F.S. (1993), as amended.

K. FAILURE OF PERFORMANCE: If Buyer fails to perform this Contract within the time specified, including payment of all deposit(s), the deposit(s) paid by Buyer and deposit(s) agreed to be paid, may be retained by or for the account of Seller as agreed upon liquidated damages, consideration for the execution of this Contract and in full settlement of any claims; whereupon, Buyer and Seller shall be relieved of all obligations under this Contract; or Seller, at Seller's option, may proceed in equity to enforce Seller's rights under this Contract. If for any reason other than failure of Seller to make Seller's title marketable after diligent effort, Seller fails, neglects or refuses to perform this Contract, the Buyer may seek specific performance or elect to receive the return of Buyer's deposit(s) without thereby waiving any action for damages resulting from Seller's breach. In the event of any litigation arising out of this contract, each party shall bear its own attorney's fees and costs. The parties hereby agree to waive trial by jury.

L. CONVEYANCE: Seller shall convey title to the Real Property by statutory warranty, trustee's, personal representative's or guardian's deed, as appropriate to the status of Seller. Personal Property shall, at request of Buyer, be transferred by an absolute bill of sale with warranty of title, subject only to such matters as may be otherwise provided for herein.

M. OTHER AGREEMENTS: No prior or present agreements or representations shall be binding upon Buyer or Seller unless included in this Contract. No modification to or change in this Contract shall be valid or binding upon the parties unless in writing and executed by the party or parties intended to be bound by it.

N. WARRANTY: Property is sold "as is."

Reviewed for legal form and content:

_____, (Assistant) County Attorney

Seller's Initials: _____

BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS, That **LOUIS C MOREHEAD, III**, hereinafter called "SELLER," and in consideration of a settlement agreement executed on November 22, 2016, and other good and valuable consideration, to them in hand paid by the **BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS**, a political subdivision of the state of Florida, hereinafter "County", the receipt whereof is hereby acknowledged, has granted, bargained, sold, transferred and delivered, and by these present do grant, bargain, sell, transfer and deliver unto the said "County," its successors and assigns, the following described property, assets and rights, to wit:

Any and all improvements, fixtures, appurtenances, or other incidental structures and/or improvements which are physically connected to or may be reasonably considered part of the aforesaid improvements located on the property detailed in "Exhibit A" including but not limited to those outlined in "Exhibit B" as attached.

TO HAVE AND TO HOLD all the foregoing unto the County, its successors and assigns, for its own use forever, free, clear and discharged of and from any and all obligations, claims or liens.

AND the Seller does hereby covenant to and with the County, its successors and assigns, that he is the lawful owner of the above described personal property and assets; that said Seller has good right to sell personal property and assets.

IN WITNESS WHEREOF, Seller has caused this Bill of Sale to be signed and sealed on this _____ day of _____, 2016.

LOUIS C. MOREHEAD, III, Seller

Date: _____

STATE OF FLORIDA
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me on the ____ day of _____, 2016, by Louis C. Morehead, III, who is personally known to me or produced _____ as identification.

Notary Public

Brevard County Board of County
Commissioners

ATTEST:

By: _____
_____, Chair

Scott Ellis, Clerk to the Board

As approved by the Board: _____, 2016
Agenda Item # _____

EXHIBIT "F"

IN THE CIRCUIT COURT OF THE EIGHTEENTH JUDICIAL CIRCUIT
IN AND FOR BREVARD COUNTY, FLORIDA

CASE NO.: 05-2007-CA-006126-XXXX-XX

LOUIS C. MOREHEAD III,

Plaintiff,

v.

BREVARD COUNTY, FLORIDA
a political subdivision of the State of
Florida,

Defendant.

JOINT AGREEMENT FOR DISMISSAL WITH PREJUDICE

The Parties hereto, by and through their undersigned counsel, and pursuant to Fla. R. Civ. P. 1.420(a)(1)(B), hereby represent to the Court that this matter has been amicably settled and would jointly request entry of a Final Order of Dismissal, With Prejudice, in this matter. Each side shall bear its own attorney's fees and costs.

DATED this ____ day of _____, 2016.

W. Bruce DelValle, Esq.
Florida Bar No.: 0779962
Fein & DelValle PLLC
300 New Jersey Ave NW, Ste 900
Washington, DC 20001k
Telephone 202-347-0130
Email: brucedelvalle@gmail.com

Attorney for Plaintiff

Diana E. Yuan, Esq.
Florida Bar No.: 112304
Cristina T. Berrios, Esq.
Florida Bar No.: 100691
Brevard County Attorney's Office
2725 Judge Fran Jamieson Way, Bldg. C
Email: Cristina.berrios@brevardcounty.us
Email: diana.yuan@brevardcounty.us
Attorney for Defendant

BREVARD COUNTY
BOARD OF COUNTY COMMISSIONERS
CLOSED ATTORNEY-CLIENT SESSION

December 20, 2016

10:15 a.m.

COUNTY MANAGER'S CONFERENCE ROOM
2725 Judge Fran Jamieson Way, Building C
Viera, Florida 32940

Margaret Eddy Sheffield, Court Reporter
Notary Public, State of Florida at Large

King Reporting Service, Inc.
14 Suntree Place, Suite 101
Viera, Florida 32940

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MEETING ATTENDEES

COMMISSIONERS PRESENT

COMMISSIONER CURT SMITH (Chairman)

COMMISSIONER RITA PRITCHETT

COMMISSIONER JIM BARFIELD

COMMISSIONER KRISTINE ISNARDI

COUNTY MANAGER STOCKTON WHITTEN

COUNTY ATTORNEY SCOTT L. KNOX

ASSISTANT COUNTY ATTORNEY CRISTINA BERRIOS

ASSISTANT COUNTY ATTORNEY DIANA YUAN

1 VIERA, FLORIDA; December 20, 2016

2 WHEREUPON:

3 COMMISSIONER SMITH: All right. Are we
4 ready to convene this --

5 MR. KNOX: Yeah. Need a motion to convene
6 the executive session.

7 COMMISSIONER SMITH: I will entertain a
8 motion to temporarily adjourn and --

9 COMMISSIONER BARFIELD: No.

10 COMMISSIONER SMITH: Oh. Reconvene.

11 COMMISSIONER BARFIELD: I make a motion we
12 reconvene.

13 COMMISSIONER SMITH: I have a motion by
14 Commissioner Barfield to reconvene.

15 COMMISSIONER PRITCHETT: Second.

16 COMMISSIONER SMITH: And a second by
17 Commissioner Pritchett. All those in favor say
18 aye.

19 COMMISSIONERS: Aye.

20 COMMISSIONER SMITH: Passes four-zero.

21 MR. KNOX: Okay. I'm going to give this
22 over to Cristina Berrios. She's worked on the
23 case lately. It's a 20-year case that I've
24 worked on twice. So I'm tired of it. So I'll
25 give it to her.

1 MS. BERRIOS: Okay, Commissioners. So this
2 is, as Mr. Knox said, a 20-year-old saga of a
3 lift station in Port St. John.

4 This is the lift station.

5 So the history of this parcel is back in
6 the 70's, probably even the 60's, this parcel
7 and the utilities in Port St. John were run by a
8 private utility named the General Development
9 Utility.

10 It was constructed by the General
11 Development Corporation. And it was run until
12 the State Legislature passed some laws that made
13 private utility for sewage not as profitable.
14 And so the General Development Utility decided
15 that they no longer wanted to run the utility in
16 Port St. John. And the Legislature told the
17 County: "Well, then you're running it for
18 them."

19 So we contracted with the General
20 Development Utility in 1985 to purchase the
21 plant for the Port St. John area for \$100,000
22 and we began using the lift stations that were
23 located throughout the Port St. John area with
24 the permission of the General Development
25 Corporation as well as its predecessor which was

1 the Atlantic Gulf Utility Corporation.

2 Sometime between 1985 and 1997 the property
3 was sold to Richard Goldman. The property in
4 question was this large parcel here called
5 parcel B. That parcel was sold by Atlantic to
6 Mr. Goldman. And then Regency Real Estate
7 Agency came in looking to purchase the property
8 to build an Eckerd on the property.

9 Eckerd purchased this parcel or believed
10 that they purchased the entire parcel from
11 Richard Goldman to find out after the fact that
12 prior to the closing Richard Goldman had cut out
13 -- Richard Goldman had cut out this little
14 parcel with our lift station on it and sold it
15 to Mr. Morehead who is the Plaintiff in this
16 action and the previous action.

17 So Eckerd concerned that they were not
18 going to have access to utilities or that this
19 Mr. Morehead would start extorting them for use
20 of the utilities sued a declaratory action in
21 1998 to determine who owned the lift station.

22 Once Eckerd was assured by the County that
23 we would make sure that they had utility access
24 they cared a lot less about the ownership of the
25 utility and ended up being -- and they settled

1 out and it ended up being a fight between us and
2 Mr. Morehead regarding the use of the lift
3 station which Mr. Morehead claims he purchased
4 because on his deed there was a list of the
5 equipment for the lift station attached that he
6 had gotten from our asset management.

7 And so we got into the fight. In 1998 we
8 got a nonjury trial order from --

9 Was it Moxley?

10 MS. YUAN: Yeah.

11 MS. BERRIOS: Judge Moxley saying that we
12 had an irrevocable license to operate the lift
13 station. We didn't have to pay Mr. Morehead to
14 operate the lift station. There was no payment
15 involved in it. It was just that we had a
16 license. He purchased with the knowledge that
17 the lift station was there and, therefore, the
18 County can continue to service Port St. John via
19 that lift station.

20 In 2007 Mr. Morehead decided to sue us
21 again. And so he sued us for inverse
22 condemnation saying that we devalued his
23 property or made his property effectively
24 useless. And the trial court there said that it
25 was a res judicata issue, that effectively that

1 issue had already been resolved, we had the
2 irrevocable license.

3 So he amended his complaint to add in a
4 claim for ... it was implied contract. And so
5 we argued on a summary judgment before the trial
6 court that the implied contract issue was
7 already -- is a sovereign immunity issue. The
8 government cannot be sued under implied
9 contract, we have to be sued under express
10 contract.

11 And the trial court decided that that
12 wasn't true and the trial court decided that he
13 wanted to hear the issues and denied the summary
14 judgment. So we appealed it to the Fifth DCA.
15 So the Fifth DCA heard the matter and decided in
16 favor of the County that, yes, sovereign
17 immunity is the bar on the lawsuit.

18 So the only thing left in the 2007 lawsuit
19 is an injunction claim. The injunction claim is
20 based on the legal theory that the County has
21 received its return of investment, the amount of
22 money they've put into the lift station. And
23 based on a case that's also a Brevard County
24 case, Blaskey, they're arguing that -- or Mr.
25 Morehead is arguing that once we returned our

1 investment the irrevocable license ceases to be
2 irrevocable, it goes away. And, therefore, then
3 get off his property and start paying him rent.

4 And basically the entire premise of his
5 entire purchase of this property from the
6 beginning in the 90's was to try to extort some
7 money out of the County for having a valuable
8 asset on his property that we didn't own the
9 underlying fee or any kind of legal interest
10 under it, just the irrevocable license that was
11 established by the Court.

12 So on November 7th we ended up having a
13 mediation with Mr. Morehead. And the mediation
14 numbers were quite disparate in the beginning.
15 Mr. Morehead came in with a demand for \$875,000
16 was his initial offer to us.

17 We mediated the number down to --

18 COMMISSIONER BARFIELD: For a lift station.

19 MS. BERRIOS: Yes. We mediated the number
20 down to \$90,000. And the premise behind that
21 \$90,000 mediation is part legal and then part
22 pragmatism.

23 One thing is as long as that gentleman has
24 that property he's going to keep on suing us
25 about something or other because he's that kind

1 of personality. We don't mind having those
2 fights. But that is a concern financially.

3 The main thing is through the court system
4 and through the injunction system, the
5 injunction claim, we don't get to own that
6 property. The most we get if we prevail on the
7 injunction is the continued use of our license
8 and the -- and so we don't actually get to keep
9 the lift station or the property of the lift
10 station.

11 That's problematic because the Florida
12 Department of Environmental Protection has
13 requirements for decommissioning lift stations.
14 There are environmental concerns regarding the
15 well of a lift station. There's lots of
16 bacteria down there that festers and grows and
17 becomes very gross for lack of a better word.
18 And then it floods and it spills out.

19 And this location -- if you turn around --
20 and you can see the water. The lagoon right
21 there.

22 So that is environmentally sensitive. And
23 so we want to be able to decommission the lift
24 station the way that FDEP wants us to
25 decommission the lift station.

1 What we can do if we continue forward with
2 the injunction is disconnect the lift station
3 pipes here and over here. Because we purchased
4 -- well, we didn't purchase. CVS gave us this
5 property to build a new lift station over here.
6 And we can cut it off. But the lift station
7 stills remains on the property and it would be
8 abandoned. It would be an attractive nuisance.
9 Somebody could get hurt on it. Somebody can sue
10 us if they get hurt on it.

11 There's the environmental issues, as well.
12 And there's just -- it will deteriorate. And
13 Mr. Morehead is not likely to actually maintain
14 it. So it's going to become a very big eyesore
15 on the intersection of Fay Boulevard and U.S. 1
16 in front of the CVS.

17 MR. KNOX: You'll notice there are two
18 fences around that property.

19 COMMISSIONER ISNARDI: I get a kick out of
20 that.

21 MS. BERRIOS: Yes.

22 MR. KNOX: The second fence is Mr.
23 Morehead's fence. He puts locks on
24 periodically. We're going to take them off
25 again so we can get access to it. So it's a

1 nightmare.

2 MS. BERRIOS: Yes. He's --

3 COMMISSIONER ISNARDI: It's odd.

4 MS. BERRIOS: It's quite an odd
5 situation.

6 And so effectively for the \$90,000 we would
7 purchase the property, purchase the ability to
8 clean up the lift station, purchase the ability
9 to insure that when we do clean up the lift
10 station we're not getting sued for trespass to
11 access the lift station.

12 There is a fight to have on whether or not
13 we own the lift station. Of course we believe
14 we do own the lift station. He believes he owns
15 the lift station. That's another battle to
16 have. There's a potential inverse condemnation
17 claim coming down the pike if we disable the
18 lift station because then there's a -- he's
19 going to argue that he had something that was
20 valuable but now that it's not functioning we've
21 taken away the value of it.

22 And so that's part of the nuisance, that
23 value of the \$90,000 settlement. The
24 decommissioning of the lift station is actually
25 going to grade the entire thing over. We would

1 dig out the well, fill it with sand, take off
2 all the equipment and basically make the street
3 appeal of CVS in this area much better
4 remembering that they did effectively give us
5 this parcel over here, an easement over this
6 parcel to build a smaller -- because the
7 technology is much better now -- a smaller lift
8 station on this parcel.

9 And so there's kind of a good faith effort
10 on our part to repay them for their assistance
11 in giving us that.

12 There's also a benefit to this. As you can
13 see this gentleman right here. He's sitting by
14 a bus stop. And the bus stop has this bench
15 right here which is in the sunlight. It is a --
16 we talked to him -- Jim Liesenfelt over at Space
17 Coast Area Transit. And he said that this
18 location would be a fantastic location or a good
19 --

20 MS. YUAN: He said it's a good candidate
21 for a bus shelter.

22 MS. BERRIOS: Good candidate, yes.

23 MS. YUAN: It's not necessarily the top of
24 the list because it's not one of their most
25 highly-trafficked points. But it is a point

1 with long wait times.

2 MS. BERRIOS: Uh-huh.

3 MS. YUAN: And so it's a good candidate for
4 a bus shelter.

5 MS. BERRIOS: Yes. And when we talked to
6 him he pointed out that the bench is in the sun.
7 So you can see the gentleman here who's sitting
8 in the shadows waiting for the bus. It's a long
9 bus line. It's in front of a CVS. And on the
10 other side here there's a public park. And so
11 it's also at the corner of a busy intersection.

12 So that would be a benefit that we could
13 have. By owning the parcel we could put a bus
14 shelter there to help the citizens here and to
15 clean up the street appeal for CVS.

16 The options here are to accept the
17 settlement that was mediated to the \$90,000. We
18 recommend doing that. There is -- if we -- with
19 our experience with this judge the likelihood is
20 that he is going to know -- we're going to have
21 to inform him. Because we did inform Morehead
22 during this mediation that we are planning on
23 building a new lift station within the next year
24 to two years.

25 The estimate from Utilities is that it will

1 be done within a year. And so just giving us a
2 little extra time, two years, the judge hearing
3 that is going to grant the injunction as of when
4 the County no longer needs the license. Because
5 we'll have the other lift station.

6 If the judge does that the prevailing party
7 will be Mr. Morehead and then we'll be on the
8 hook for court costs that have accumulated over
9 the last eight years. So that's another cost to
10 factor into whether or not we accept the \$90,000
11 settlement.

12 We could reject it and counteroffer to him
13 something lower that the Board feels with --
14 he'll either take that or we continue on. The
15 risk, of course, being that if we go through the
16 court we don't get the property.

17 COMMISSIONER BARFIELD: Where does that
18 money come from? Is that out of Utilities? Is
19 that general?

20 MS. BERRIOS: It's out of Utilities. And
21 Jim Helmer was part of this mediation.

22 COMMISSIONER BARFIELD: Okay.

23 COUNCILMEMBER ISNARDI: And do you think
24 that he will -- I mean --

25 MS. BERRIOS: Yeah. He --

1 COMMISSIONER ISNARDI: (Cont'd.) Stick
2 with it? With the amount? He's not going to
3 come back with something outrageous again?

4 MS. BERRIOS: Umm ... well ...

5 COMMISSIONER ISNARDI: I know that's the
6 recommendation. But you know.

7 MS. BERRIOS: When we mediated we mediated
8 to the \$90,000 settlement. So he should take
9 it.

10 MR. KNOX: It's an agreement that he signs.

11 MS. BERRIOS: Yes.

12 COMMISSIONER ISNARDI: Right.

13 MR. KNOX: It says it's contingent upon you
14 guys saying yes to it.

15 MS. BERRIOS: Uh-huh.

16 COMMISSIONER ISNARDI: So he needs -- okay.

17 COMMISSIONER SMITH: Has he visited either
18 one of you?

19 COMMISSIONER PRITCHETT: No.

20 COMMISSIONER ISNARDI: No.

21 COMMISSIONER SMITH: He came to my office
22 when I first was elected.

23 COMMISSIONER BARFIELD: I think he was the
24 first one in my office --

25 COMMISSIONER SMITH: Yeah.

1 COMMISSIONER BARFIELD: (Cont'd.) After I
2 got elected.

3 COMMISSIONER SMITH: And, you know, his
4 tale was a whole lot different than the one you
5 just spoke of. Of course, I know the other side
6 of the story because I've been through this with
7 you guys.

8 What do you think? How much is it going to
9 cost to decommission this lift station? Do we
10 have that number?

11 MS. BERRIOS: To decommission the lift
12 station I believe that that was about 90,000 to
13 a hundred thousand dollars is what Jim Helmer
14 said. I believe that's what he said to
15 decommission it.

16 COMMISSIONER SMITH: So now we're up to 200
17 grand.

18 COMMISSIONER PRITCHETT: It's an old lift
19 station, though, correct?

20 MS. BERRIOS: Yeah. We have --

21 COMMISSIONER BARFIELD: We have to do it
22 anyway.

23 MR. KNOX: We have to do that no matter
24 what.

25 MS. BERRIOS: Yeah. That's something that

1 we have to --

2 COMMISSIONER SMITH: Well, his claim to
3 fame is that he's got a lift station and -- but
4 we really don't need it, correct?

5 MS. BERRIOS: At this point we won't need
6 it as --

7 COMMISSIONER SMITH: So if we build -- if
8 we build a lift station on that other corner --

9 MS. BERRIOS: Right here.

10 COMMISSIONER SMITH: Right.

11 COMMISSIONER PRITCHETT: Which we're going
12 to need to do, correct?

13 MS. BERRIOS: Yes.

14 COMMISSIONER SMITH: Right. So --

15 MS. BERRIOS: Because we need to
16 decommission it.

17 COMMISSIONER SMITH: (Cont'd.) If we -- if
18 we tie in a new lift station then I'm missing
19 something here. Because, to me, it would seem
20 like this is a moot issue. Because then we
21 don't need his lift station anymore.

22 MR. KNOX: It is moot.

23 COMMISSIONER SMITH: We don't need that
24 property.

25 MR. KNOX: Except we'll have to go to

1 trial. Because -- if we don't accept this deal
2 and we go to trial he's got Hank Fishkind set
3 up. He's got -- the other guy's name I can't
4 remember. It's an engineer over in Orlando set
5 up to come in and testify. Those guys alone
6 would probably cost you \$90,000 if he wins the
7 injunction. Which we're afraid he will because
8 this judge got slapped pretty bad on the hands
9 when it went up to the Fifth District Court of
10 Appeals.

11 COMMISSIONER SMITH: So he's not happy.

12 MR. KNOX: He's not happy.

13 COMMISSIONER PRITCHETT: I would be
14 concerned, too, about an unattended lift station
15 then that we no longer take care of. Because
16 that's a huge family area down there. And
17 there's so many kids down there.

18 MR. WHITTEN: And then the environmental
19 concerns.

20 COMMISSIONER PRITCHETT: Yeah.

21 MR. KNOX: It's an attractive nuisance if
22 it's decommissioned --

23 COMMISSIONER SMITH: Again, I'm getting
24 back to if he -- if we bypass him and we
25 construct a lift station of our own now this is

1 all on him and it becomes an attractive
2 nuisance. And if it becomes an eyesore now it's
3 on him, not us. And so now we could --

4 COMMISSIONER BARFIELD: Well, environmental
5 --

6 MR. KNOX: You're going to be amazed at how
7 fast he changes his tune about who's responsible
8 for it if something happened on the property.

9 COMMISSIONER SMITH: Right.

10 MS. BERRIOS: Yeah. And that --

11 MR. KNOX: He no longer has anything to do
12 with it. We do.

13 COMMISSIONER ISNARDI: I think that the
14 County's --

15 COMMISSIONER SMITH: Well, that's my point.
16 He can't keep making up his own -- he can't keep
17 dancing and saying: "Well, it's mine." "It's
18 yours." "It's mine." "It's yours."

19 MR. KNOX: Well, we have an interest in it,
20 too. So ...

21 COMMISSIONER ISNARDI: I think the County's
22 expended enough resources on this. And \$90,000
23 for us to have control I think is the way to go.

24 COMMISSIONER BARFIELD: And it's out of
25 Utility --

1 COMMISSIONER ISNARDI: It's not a perfect
2 -- but it's much better than the staff time and
3 everything else.

4 COMMISSIONER BARFIELD: The other thing is
5 the new lift station; that's part of probably
6 the capital improvement plan within the
7 Utilities enterprise. So ...

8 MS. BERRIOS: And they were planning on --
9 because this lift station is about 40 years old
10 we always have to --

11 COMMISSIONER BARFIELD: Yeah.

12 MS. BERRIOS: (Cont'd.) Recommission new
13 lift stations. Because it's too expensive to
14 actually go in and fix old lift stations once
15 they go in their time.

16 So unless there's no way we can move it
17 somewhere else we tend to just do this. We tend
18 to build a new one, connect it and then
19 decommission the old one.

20 COMMISSIONER BARFIELD: Right.

21 MS. BERRIOS: That's typically our process.

22 COMMISSIONER SMITH: As far as I'm
23 concerned it's worth \$90,000 to me and the
24 County to not deal with this guy. Because he's
25 a nut case.

1 But the other side of the coin is I'm
2 assuming we have no other options, correct?

3 MR. KNOX: No.

4 MS. BERRIOS: Our options are take the
5 settlement, reject the settlement and try to do
6 a counteroffer which might lead us going to
7 trial and not getting the property or go through
8 trial and not get the property and then leave
9 this as it is.

10 COMMISSIONER SMITH: Well, if it was my
11 money I would be willing to push him down to 70
12 grand. Let him come back to 75 or 80. But ...

13 COMMISSIONER ISNARDI: I don't know if it's
14 worth it.

15 COMMISSIONER SMITH: I don't know. Yeah.
16 It's not my money. So I would go to protect the
17 County.

18 COMMISSIONER BARFIELD: All right. Well,
19 I'll make a motion that we settle for \$90,000.

20 COMMISSIONER ISNARDI: I agree.

21 COMMISSIONER BARFIELD: Take that option.

22 COMMISSIONER SMITH: We have a motion by
23 Commissioner Barfield to accept the \$90,000
24 proposal. And who seconded that?

25 COMMISSIONER ISNARDI: Yeah. I'll

1 second.

2 COMMISSIONER SMITH: Commissioner Isnardi

3 second.

4 All those in favor say aye.

5 COMMISSIONERS: Aye.

6 COMMISSIONER SMITH: Passes four-zero.

7 MS. BERRIOS: Thank you, Commissioners.

8 MR. KNOX: I need a motion to adjourn the
9 executive session.

10 COMMISSIONER BARFIELD: So moved.

11 COMMISSIONER ISNARDI: I was going to say;
12 do we usually make motions or do we just --

13 COMMISSIONER SMITH: Yes.

14 COMMISSIONER ISNARDI: Really?

15 COMMISSIONER SMITH: We have a motion to
16 adjourn and a second. Those in favor, aye.

17 COMMISSIONERS: Aye.

18 COMMISSIONER SMITH: We are adjourned.

19 MR. KNOX: Now I need a formal motion to
20 adjourn the public meeting.

21 COMMISSIONER SMITH: Now we need a motion

22 --

23 COMMISSIONER BARFIELD: I make a motion we
24 adjourn the public meeting.

25 COMMISSIONER SMITH: We have a motion to

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adjourn the public meeting by Commissioner Barfield.

Do we have a second?

COMMISSIONER PRITCHETT: Second.

COMMISSIONER SMITH: Second by Commissioner Pritchett. All those in favor?

Does anyone wish to vote no?

COMMISSIONERS: (No response.)

COMMISSIONER SMITH: It passes four-zero.

(Whereupon, the proceedings were concluded at 10:40 a.m.)

1
2 CERTIFICATE OF REPORTER
3

4
5 I, Margaret Eddy Sheffield, Court Reporter, do
6 hereby certify that I was authorized to and did report
7 the foregoing proceedings, and that pages 3 through 23
8 is a true and correct record of my stenographic notes.
9

10 Dated this 4th day of January, 2017.

11 

12 _____
13 Margaret Eddy Sheffield, Court Reporter
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Google



COMMISSIONER JOHN TOBIA, DISTRICT 3

2725 Judge Fran Jamieson Way
Building C, Suite 201
Viera, Florida 32940
John.Tobia@Brevardfl.gov

BOARD OF COUNTY COMMISSIONERS

FROM THE DISTRICT 3 COMMISSION OFFICE
ADVISORY BOARD APPOINTMENT CANDIDATE

Name of Committee: Planning and Zoning
Name of Appointee: Ben Glover
Home Address: 116 Flug Avenue
Indialantic, FL 32903
Cell Number: (321) 298-2548
Email Address: ben@gloverproperties.org
Reappointment: Yes () No (X)
Replacing: Peter Aydelotte
Term of Appointment: 12/31/2017
Office Contact: Christine Furru
Date of Request: 12/27/16



DISTRICT 2 COMMISSION OFFICE ADVISORY BOARD APPOINTMENT

ADVISORY BOARD:	MERRITT ISLAND REDEVELOPMENT AGENCY
MEMBER:	TOM VANI
BUSINESS ADDRESS:	
HOME ADDRESS:	2628 TRAILS AT HIDDEN HARBOR MERRITT ISLAND, FL 32952
E-MAIL ADDRESS:	tomvani27@hotmail.com
PHONE:	Cell: (321) 432-3373 Business: Home:
REAPPOINTMENT:	YES
REPLACING:	
TERM OF APPOINTMENT:	01/01/2017-12/31/2020



DISTRICT 2 COMMISSION OFFICE ADVISORY BOARD APPOINTMENT

ADVISORY BOARD:	MERRITT ISLAND REDEVELOPMENT AGENCY
MEMBER:	MARCUS HERMAN
BUSINESS ADDRESS:	56 E MERRITT ISLAND CWSY MERRITT ISLAND, FL 32953
HOME ADDRESS:	
E-MAIL ADDRESS:	triangleauto@cfl.rr.com
PHONE:	Cell: (321) 652-5980 Business: (321) 454-9060 Home:
REAPPOINTMENT:	YES
REPLACING:	
TERM OF APPOINTMENT:	01/01/2017-12/31/2020



DISTRICT 2 COMMISSION OFFICE ADVISORY BOARD APPOINTMENT

ADVISORY BOARD:	MERRITT ISLAND REDEVELOPMENT AGENCY
MEMBER:	SUE NISBET-LAWRENCE
BUSINESS ADDRESS:	
HOME ADDRESS:	715 S TROPICAL TRAIL MERRITT ISLAND, FL 32952
E-MAIL ADDRESS:	nisbetrealty@gmail.com
PHONE:	Cell: (321) 431-7639 Business: (321) 453-5009 Home: (321) 459-1396
REAPPOINTMENT:	YES
REPLACING:	
TERM OF APPOINTMENT:	01/01/2017-12/31/2020



DISTRICT 2 COMMISSION OFFICE ADVISORY BOARD APPOINTMENT

ADVISORY BOARD:	MERRITT ISLAND REDEVELOPMENT AGENCY
MEMBER:	CHRIS COOK
BUSINESS ADDRESS:	
HOME ADDRESS:	1520 PINE ISLAND ROAD MERRITT ISLAND, FL 32953
E-MAIL ADDRESS:	cacook22@yahoo.com
PHONE:	Cell: (321) 403-4465 Business: Home: (321) 459-0842
REAPPOINTMENT:	YES
REPLACING:	
TERM OF APPOINTMENT:	01/01/2017-12/31/2020



DISTRICT 2 COMMISSION OFFICE ADVISORY BOARD APPOINTMENT

ADVISORY BOARD:	ECONOMIC DEVELOPMENT COMMISSION OF THE SPACE COAST
MEMBER:	Daniel Ciuro
HOME ADDRESS:	1571 Wekiva Drive MELBOURNE, FL 32940
BUSINESS ADDRESS:	100 Harrison St Suite 201 Cocoa Village, FL 32922
E-MAIL ADDRESS:	dciuro@global.t-bird.edu daniel.ciuro@edwardjones.com
PHONE:	Business: (321) 633-6558 Home: Cell: (321) 749-1354
REPLACING:	Carey Gleason
REAPPOINTMENT:	NO
TERM OF APPOINTMENT:	1/1/2017 - 12/31/2017



DISTRICT 1 COMMISSION OFFICE
ADVISORY BOARD APPOINTMENT
COMMISSIONER RITA PRITCHETT

ADVISORY BOARD:	Public Golf Advisory Board
MEMBER:	John Drotar
BUSINESS ADDRESS:	124 Bluejay Lane Merritt Island, Fl. 32953
HOME ADDRESS:	
E-MAIL ADDRESS:	
PHONE:	H: 321-453-6103
REAPPOINTMENT:	Yes
REPLACING:	
TERM OF APPOINTMENT:	01/01/2017 - 12/31/17



DISTRICT 1 COMMISSION OFFICE
ADVISORY BOARD APPOINTMENT
COMMISSIONER RITA PRITCHETT

ADVISORY BOARD:	Port St. John Public Library Board
MEMBER:	Constantine Daniel
BUSINESS ADDRESS:	
HOME ADDRESS:	6375 Wien Lane Cocoa, FL 32927
E-MAIL ADDRESS:	mdaniel@mybluelight.com
PHONE:	H: 632-1478 W: 853-2893 C:
REAPPOINTMENT:	Yes
REPLACING:	
TERM OF APPOINTMENT:	1/1/2017 - 12/31/2017

Meeting Date
January 10, 2017



AGENDA	
Section	Consent
Item No.	<i>H.D.7,</i>

AGENDA REPORT
BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS

SUBJECT:	Billfolder
DEPT/OFFICE:	Finance / Board of County Commissioners

Requested Action:
It is requested that the Board of County Commissioners approve the attached Billfolder.

Summary Explanation & Background:

Clerk to the Board Instructions:

Exhibits Attached: Billfolder

Contract /Agreement (If attached): Reviewed by County Attorney Yes No PR

County Manager	Assistant County Manager, Frank Abbate	Department Director / Extension
Stockton Whitten	Assistant County Manager, Venetta Valdengo	

Meeting Date
January 10, 2017



AGENDA	
Section	PUBLIC HEARING
Item No.	IV, A.

AGENDA REPORT
BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS

SUBJECT:	Petition to Vacate, Re: 6.00 ft. wide public Utility Easement – Oriole Court - "Barefoot Bay Unit Two Part Ten" – Barefoot Bay – Joseph Proto – District 3 (Fiscal impact: Petitioner paid \$640.00 Vacating Application Fee)		
DEPT/OFFICE	Public Works Department – Surveying Section		
Requested Action:	It is requested that the Board of County Commissioners (BOCC) conduct a public hearing to consider the partial vacating of a 12.00 ft. wide public utility easement centered along the common line of Lots 15 and 16, Block 139, plat of "Barefoot Bay Unit Two Part Ten" in Section 09, Township 30 South, Range 38 East. If approved, it is requested that the Board authorize the Chairman to sign the attached Resolution approving the vacating.		
Summary Explanation & Background:	<p>Florida Statutes, Section 336.09 and Brevard County Article II, Section 86-36, provide a method to the Board of County Commissioners to vacate and abandon unused rights-of-way and easements.</p> <p>The petitioner owns Lots 15 and 16, Block 139 and is requesting the vacating of the 12.00 ft. wide public utility easement centered along the common line of the lots to allow for the permitting and construction of a patio over and across the common lot line. The alley to be vacated contains 888.00 square feet, more or less.</p> <p>December 15, 2016, the legal notice was advertised in Florida TODAY informing the public of the date a public hearing would be held to consider the vacating.</p> <p>All pertinent county agencies and public utility companies have been notified. One objection was received from a neighbor stating not enough information was provided; no other objections were received. The property is located in Barefoot Bay as follows: Begin at the intersection of U. S. Highway No.1 and Micco Road; thence 1.71 miles westerly along Micco Road; thence 0.11 miles northerly along Bird Drive; thence a total of 0.15 miles westerly and northerly along Oriole Court to the residence to the west (left).</p> <p>Fiscal Impact: The petitioners are charged \$640 for processing, advertising, and recording costs associated with the vacating of a county right-of-way or easement. These fees are deposited in Fund 0002-30265-3699000, revenue account for vacatings. This action is in keeping with the County's efforts to create cooperative partnerships between County Government and its citizenry. No additional funding will be requested for next year's budget.</p> <p>Name: Marc.Cazessus@brevardcounty.us Phone: Ext. 57315</p>		
Exhibits Attached:	Resolution, Appraisers detail sheet, vicinity map, aerial map, plat (if applicable), petitioner's deed, boundary survey (if available), boundary survey (right-of-way vacating) or sketch and description (easement Vacating), comment summary sheet and legal notice of public hearing advertisement.		
Clerk to the Board instruction:	Advertise Approved Resolution Notice and Record Vacating Resolution Documents (as one resolution type document which in sequence includes the proof of publication of the public hearing notice, the approved/signed resolution, and the proof of publication of the adopted resolution notice.		
Contract / Agreement (If attached):	Reviewed by County Attorney	Yes <input type="checkbox"/>	No <input type="checkbox"/>
County Manager	Assistant County Manager	Department Director / Extension	
Stockton Whitten	Assistant County Manager Venetta Valdengo	John Denninghoff / Ext. 57202	

VACATING OF A PUBLIC UTILITY EASEMENT IN “BAREFOOT BAY UNIT TWO, PART TEN”, BAREFOOT BAY, FLORIDA, LYING IN SECTION, 09, TOWNSHIP 30 SOUTH, RANGE 38 EAST

WHEREAS, pursuant to Article II, Section 86-36, Brevard County Code, a petition has been filed by **Nathaniel Proto** with the Board of County Commissioners to vacate a portion of a public utility easement in Brevard County, Florida, described as follows:

SEE ATTACHED SKETCH AND DESCRIPTION

WHEREAS, the vacating action will in no way affect any private easements which may also be present in the existing public easement(s) or public right-of-way, nor does this action guarantee or transfer title.

WHEREAS, notice of the public hearing before the Board of County Commissioners was published one time in the TODAY Newspaper, a newspaper of general circulation in Brevard County, Florida, prior to the public hearing; and

WHEREAS, the Board finds that vacating a portion of the public utility easement will not be detrimental to Brevard County or the public.

THEREFORE BE IT RESOLVED that said portion of the public utility easement is hereby vacated; and Brevard County renounces and disclaims any rights in and to said easement. Pursuant to Section 177.101(5), Florida Statutes, the vacating shall not become effective until a certified copy of this resolution is filed in the offices of the Clerk of Courts and recorded in the Public Records of Brevard County.

DONE, ORDERED AND ADOPTED, in regular session, this 10th day of January, 2017 A.D.

BOARD OF COUNTY COMMISSIONERS
OF BREVARD COUNTY, FLORIDA

ATTEST:

CURT SMITH, CHAIRMAN

SCOTT ELLIS, CLERK

As approved by the Board on:
January 10, 2017

Dana Blickley, CFA
Property Appraiser
Brevard County, FL



Property Details
DISTRICT 3

New Search
Online Homestead
TRIM Notice
Map
Map + Sales
Classic Map
Bird's Eye View
Taxes
Photos
Building Drawings
Plat
Comments
Permits
Land Info
Building Info
Help

General Parcel Information

Parcel ID:	30-38-09-JS-00139.0-0016.00	Millage Code:	3400	Exemption:		Use Code:	213
Site Address:	1031 ORIOLE CIR , BAREFOOT BAY 32976					Tax ID:	3003205

Site Address is assigned by Brevard County Address Assignment for E-911 purposes and may not reflect the postal community name.

Owner Information

Owner Name:	PROTO, NATHANIEL TRUSTEE
Second Name:	
Mailing Address:	1031 ORIOLE CIR
City, State, Zipcode:	BAREFOOT BAY, FL 32976

Abbreviated Description

Plat	Sub Name:	LOTS
Book/Page:	BAREFOOT BAY	15,16
0022/0105	UNIT 2 PART 10	BLK
		139

Value Summary

Roll Year:	2013	2014	2015
Market Value Total: ¹	\$47,810	\$48,650	\$63,380
Agricultural Market Value:	\$0	\$0	\$0
Assessed Value Non-School:	\$47,810	\$48,650	\$61,510
Assessed Value School:	\$47,810	\$48,650	\$63,380
Homestead Exemption: ²	\$0	\$0	\$0
Additional Homestead: ²	\$0	\$0	\$0
Other Exemptions: ²	\$0	\$0	\$0
Taxable Value Non-School: ³	\$47,810	\$48,650	\$61,510
Taxable Value School: ³	\$47,810	\$48,650	\$63,380

Land Information

Acres:	0.18
Site Code:	1

¹: Market value is established for ad valorem purposes in accordance with s.193.011(1) and (8), Florida Statutes. This value does not represent anticipated selling price for the property.

²: Exemptions are applicable for the year shown and may or may not be applicable if an owner change has occurred.

³: The Additional Homestead exemption does not apply when calculating taxable value for school districts pursuant to Amendment 1.

Sale Information

Official Records Book/Page	Sale Date	Sale Amount	Deed Type	Sale Screening Code	Sale Screening Source	Physical Change Code	Vacant/Improved
7049/0446	1/16/2014	\$100	WD	11			I
6879/2712	5/9/2013	\$52,000	WD	01			I
3330/1996	9/30/1993	\$37,000	WD				I
2959/0256	11/11/1988	\$32,000	WD				V
2066/0552	5/31/1979	\$32,100	WD				V

Sale screening and sale screening source codes are for assessment purposes only and have no bearing on potential marketability of the property.

Building Information

PDC #	Use Code	Year Built	Story Height	Frame Code	Exterior Code	Interior Code	Roof Type	Roof Material	Floors Code	Ceiling Code
1	213	2005	8	04	13	03	02	04	03	03

Building Area Information

PDC #	Base Area	Garage Area	Open Porches	Car Port	Screened Porches	Utility Rooms	Enclosed Porch	Basements	Attics	Bonus Rooms	RV Carport	RV Garage	Total Base Area
1	1,006	0	0	0	0	0	0	0	0	0	0	0	1,006

Extra Feature Information

Extra Feature Description	Units

APPRAISER'S DETAIL SHEET

THIS WARRANTY DEED, Executed this 16 day of JANUARY 2014, by NATHANIEL J. PROTO, a single man, Grantor(s) to: NATHANIEL PROTO, Trustee(s), therein, to THE NATHANIEL PROTO REVOCABLE LIVING TRUST, U.T.D. 16 day of JANUARY, 2014, whose post office address is 375 NIKOMAS WAY, MELBOURNE BEACH, FL 32951, referred to as GRANTEE. The Trustee(s) shall have the power and authority under the Trust to protect, conserve and to sell or convey, or to lease, or to encumber, or otherwise to manage and dispose of the real property described in the deed. A duly appointed Successor Trustee, shall have the same aforementioned powers.

WITNESSETH, That the said Grantor(s), for and in consideration of the sum of \$10.00 in hand paid by the said Grantee(s), the receipt whereof is hereby acknowledged, has granted, bargained, and sold to said GRANTEE and GRANTEE's Successors, and assigns forever the following described land situate in Brevard County, State of Florida, to wit:

LOT 16, Block 139, BAREFOOT BAY UNIT TWO, PART TEN, according to the plat thereof as recorded in Plat Book 22, Pages 105 through 115, inclusive, Public Records of Brevard County, Florida.

TITLE TO THE ABOVE-DESCRIBED PROPERTY HAS BEEN NEITHER EXAMINED NOR APPROVED BY ROBERT A. DOHERTY, ATTORNEY.

(This is a deed of convenience given for nominal consideration as recited above; only minimum documentary stamps are required.)

This conveyance is subject to restrictions, reservations, limitations, and easements of record, taxes for the current year and subsequent years, and all mortgages of record which the Grantee(s) herein assume and agree to pay.

In Witness Whereof, The said Grantors have signed and sealed these presents the day and year first above written.


Robert A. Doherty, Witness


NATHANIEL J. PROTO


Pamela Clifford, Witness

Page 2 of 2
Warranty Deed – Lovas / Proto

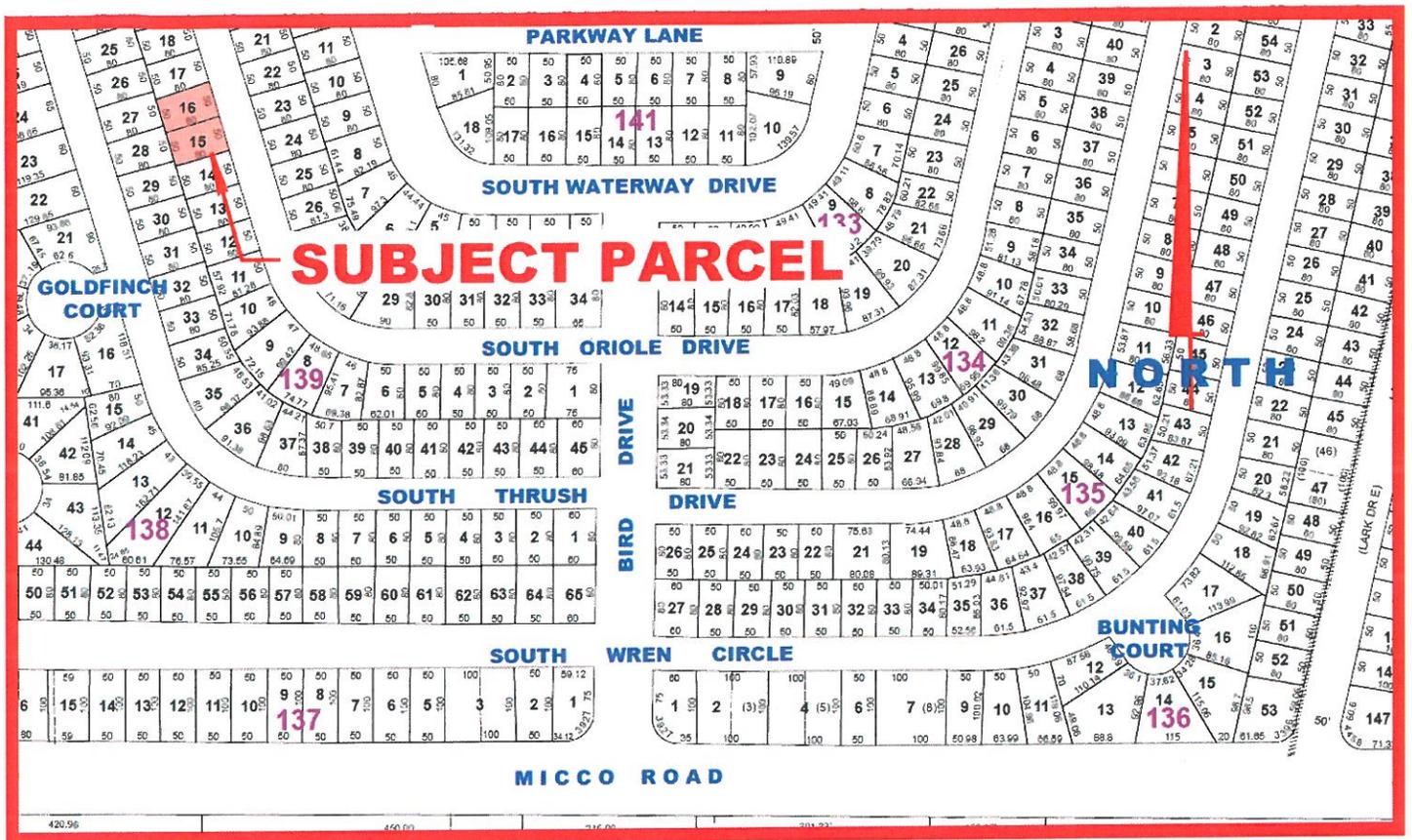
Exhibit "A"

TRUST POWERS

The Trustee herein shall have full power to hold, acquire, and manage the property; to sell and convey at public or private sale; to exchange, lease, pledge, or mortgage the property on terms and conditions at the sole discretion of the Trustee (s); to borrow money, with or without security; and to execute all deeds, assignments, mortgages, leases and any other instruments necessary or proper for any of the foregoing purposes.

Any person dealing with the Trustee (s) with respect to the subject trust property shall not be obligated to inquire into the identification or status of any named or unnamed beneficiaries or their heirs or assigns to whom the Trustee (s) may be accountable. Further, any third party is not obligated to inquire into or ascertain the authority of the Trustee (s) to act within and exercise the powers granted under this instrument, nor to inquire into the adequacy or disposition of any consideration paid or delivered to the Trustee (s) in connection with any interest acquired from the Trustee (s), nor to inquire into any of the provisions of any unrecorded declarations or agreements.

PETITIONER'S DEED: LOT 15 - SHEET 2
OF 2:



VICINITY MAP

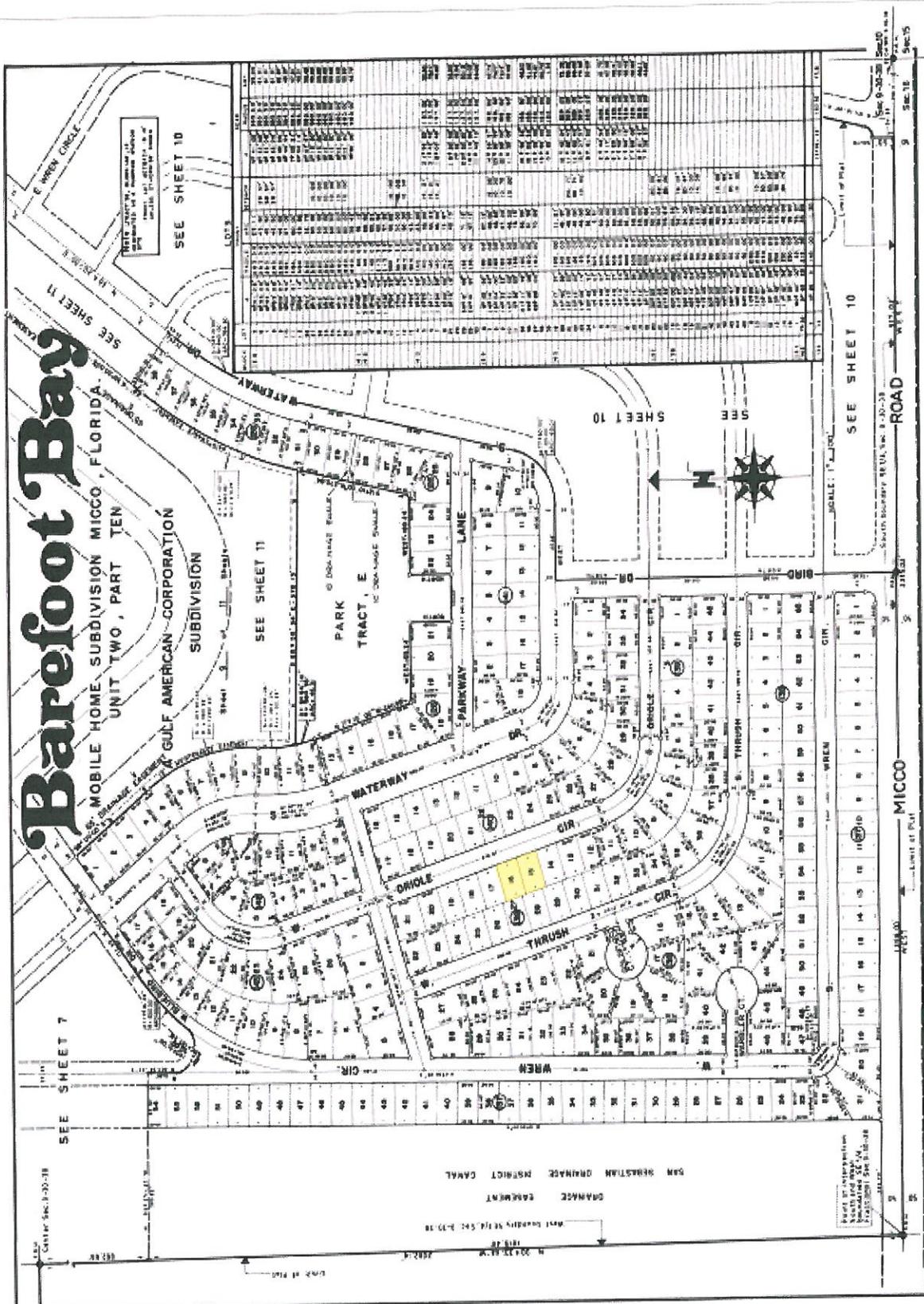
Nathaniel Proto, Tr. – Lots 15 & 16, Block 139
 – “Barefoot Bay Unit Two, Part Ten” – (Plat Book 22, Page 105) – 1031 West Oriole Circle, Barefoot Bay, FL – Section 09, Township 30 South, Range 38 East – District 3
 – Partial Vacating – 12.00 ft. Wide Public Utility Easement



AERIAL MAP

Nathaniel Proto, Tr. – Lots 15 & 16, Block 139
– “Barefoot Bay Unit Two, Part Ten” – (Plat
Book 22, Page 105) – 1031 West Oriole
Circle, Barefoot Bay, FL – Section 09,
Township 30 South, Range 38 East – District 3
– Partial Vacating – 12.00 ft. Wide Public
Utility Easement

FB 22
65-115



PLAT REFERENCE
SHEET 2 OF 2

SKETCH & DESCRIPTION

SHEET 1 OF 2

SECTION 9, TOWNSHIP 30 SOUTH, RANGE 38 EAST

NOT VALID WITHOUT THE
SKETCH ON SHEET 2 OF 2
(NOT A BOUNDARY SURVEY)

TAX I.D. NO.: 30-38-09-JS-139-16

PURPOSES OF SKETCH AND DESCRIPTION:
VACATING OF 12.00 FEET WIDE PUBLIC
UTILITY AND DRAINAGE EASEMENT

LEGAL DESCRIPTION:

THAT PORTION OF A PUBLIC UTILITY EASEMENT DESCRIBED AS FOLLOWS:

THE NORTH 6.00 FEET OF LOT 15, BLOCK 139 AND THE SOUTH 6.00 FEET OF LOT 16, BLOCK 139, LESS AND EXCEPT THE WESTERLY 6.00 FEET OF BOTH LOTS, BAREFOOT BAY UNIT TWO, PART 10, AS RECORDED IN PLAT BOOK 22, PAGE 105-115, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.

CONTAINS 0.020 ACRES (888 SQUARE FEET) MORE OR LESS.

SURVEYOR'S NOTE:

IMPROVEMENTS AS SHOWN HEREON ARE BASED ON A BOUNDARY SURVEY PREPARED BY SMITH SURVEYING & MAPPING, INC. DATE OF FIELD WORK: SEPTEMBER 22, 2016, JOB No. 16-2956

ABBREVIATIONS:

CONC. = CONCRETE
R/W = RIGHT-OF-WAY

PREPARED BY:



1350 MALABAR ROAD S.E., SUITE 1, PALM BAY, FLORIDA 32907
Brevard(321)724-2940 Indian River(772)589-3228 Fax(321)951-4879
E-MAIL: SMITHSURVEYING @ AOL.COM

KEVIN A. SMITH - FLORIDA CERTIFICATE NO. 4457
(NOT VALID UNLESS SIGNED AND SEALED)

PREPARED FOR:

DRAWN BY: P.A.D.

CHECKED BY: KAS

DRAWING NO. 16-3387

SECTION 9

DATE: 11-21-2016

SHEET 1 OF 2

REVISIONS 11-24-16

12-13-16

TOWNSHIP 30 SOUTH

RANGE 38 EAST

SKETCH & DESCRIPTION

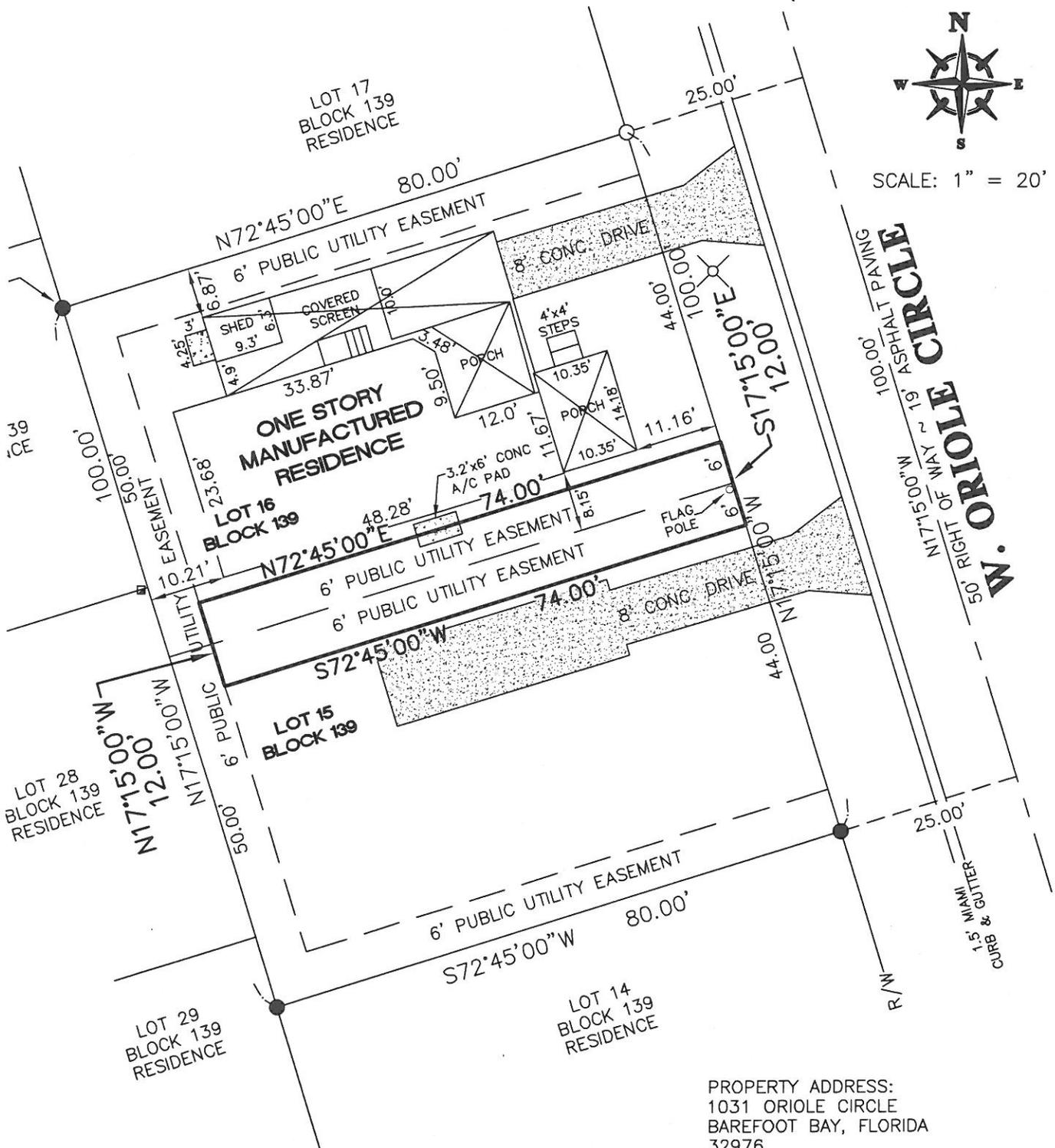
SECTION 9, TOWNSHIP 30 SOUTH, RANGE 38 EAST
 PARCEL ID NUMBER: 30-38-09-JS-139-16

SHEET 2 OF 2

NOT VALID WITHOUT THE LEGAL
 DESCRIPTION ON SHEET 1 OF 2
 (NOT A BOUNDARY SURVEY)



SCALE: 1" = 20'



PROPERTY ADDRESS:
 1031 ORIOLE CIRCLE
 BAREFOOT BAY, FLORIDA
 32976

PREPARED BY:



1350 MALABAR ROAD S.E., SUITE 1, PALM BAY, FLORIDA 32907
 Brevard(321)724-2940 Indian River(772)589-3228 Fax(321)951-4879
 E-MAIL: SMITHSURVEYING @ AOL.COM

BEARINGS BASED ON THE CENTERLINE
 OF W. ORIOLE CIRCLE BEING
 N17°15'00"W (ASSUMED)

DRAWING NO. 16-3387

COMMENT SUMMARY

APPLICANT: Joe Proto

UPDATED/BY: Marc Cazessüs, PLS / 20161213 @ 07:52 HRS

COMPANIES	NOTIFIED	COMMENTS		STIPULATIONS/REMARKS
		RECEIVED	APPROVED	
UTILITIES				
Florida City Gas Company	20161123	20161206	Yes	No objections
Florida Power & Light Company	20161123	20161205	Yes	No objections
A T & T	20161123	20161202	Yes	No objections
Bright House Networks	20161123	20161129	Yes	No objections
COUNTY STAFF				
Road and Bridge	20161123	N/A	N/A	No response
Land Planning	20161123	20161123	Yes	No objections - Rebecca Ragain
Utility Services	20161123	20161130	Yes	No objections - Tammy hurley
NRMD/Storm Water	20161123	20161123	Yes	No objections - Harvey Wheeler
Zoning	20161123	20161128	Yes	No objections - Paul Body

COMMENT SHEET

AD#1796510 12/15/16 LEGAL NOTICE NOTICE TO VACATE A PORTION OF A 12.00 FT. WIDE PUBLIC UTILITY EASEMENT CENTERED ALONG THE COMMON LINE OF LOTS 15 AND 16, BLOCK 139, "BAREFOOT BAY UNIT TWO PART TEN" LYING IN SECTION 09, TOWNSHIP 30 SOUTH, RANGE 38 EAST, BAREFOOT BAY, FL NOTICE IS HEREBY GIVEN that pursuant to Chapter 336.09, Florida Statutes, and Chapter 86, Article II, Section 86-36, Brevard County Code, a petition has been filed by NATHANIEL PROTO with the Board of County Commissioners of Brevard County, Florida, to request vacating the following described property, to wit: SEE EXHIBIT "A" The Board of County Commissioners will hold a public hearing to determine the advisability of such vacating of the above-described easement at 6:00 p.m. on January 10, 2017 at the Brevard County Government Center Board Room, Building C., 2725 Judge Fran Jamieson Way, Viera, Florida, at which time and place all those for or against the same may be heard before final action is taken. Pursuant to Section 286.0105, Florida Statutes, if a person decides to appeal any decision made by the board, agency, or commission with respect to the vacating, he or she will need a record of the proceedings, and that, for such purpose, he or she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is based. Persons seeking to preserve a verbatim transcript of the record must make those arrangements at their own expense. The needs of hearing or visually impaired persons shall be met if the department sponsoring the meeting/hearing is contacted at least 48 hours prior to the public meeting/hearing by any person wishing assistance. EXHIBIT "A" THAT PORTION OF A PUBLIC UTILITY EASEMENT DESCRIBED AS FOLLOWS: THE NORTH 6.00 FEET OF LOT 15, BLOCK 139 AND THE SOUTH 6.00 FEET OF LOT 16, BLOCK 139, LESS AND EXCEPT THE WESTERLY 6.00 FEET OF BOTH LOTS, BAREFOOT BAY UNIT TWO, PART 10, AS RECORDED IN PLAT BOOK 22, PAGE 105-115, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA. CONTAINS 0.020 ACRES (888 SQUARE FEET) MORE OR LESS. PREPARED BY: KEVIN A. SMITH, PSM

Meeting Date
January 10, 2017



AGENDA	
Section	PUBLIC HEARING
Item No.	IV.B.

AGENDA REPORT
BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS

SUBJECT:	Petition to Vacate, Re: Part of Public Rights-of-Way of Palmetto Avenue & Guava Street – “Canaveral Groves Subdivision Replat of Unit 3” – Cocoa – Space Coast Land Holdings, LLC and Brevard County Property Land Holdings, LLC - District 1 (Fiscal impact: Petitioner paid \$640.00 Vacating Application Fee)
DEPT/OFFICE	Public Works Department – Surveying Section

Requested Action:
It is requested that the Board of County Commissioners (BOCC) conduct a public hearing to consider vacating parts of the public rights-of-way (r/w's) of Palmetto Avenue and Guava Street in Section 09, Township 24 South, Range 35 East. If approved, it is requested that the Board authorize the Chairman to sign the attached Resolution approving the vacating.

Summary Explanation & Background:
Florida Statutes, Section 336.09 and Brevard County Article II, Section 86-36, provide a method to the Board of County Commissioners to vacate and abandon unused rights-of-way and easements.

The consenting owner and petitioners own all of the parcels adjoining the public r/w's being petitioned for vacating. The vacating is being requested to allow for the combining of the petitioners' parcels into one parcel for development use. The petitioners have entered into separate agreements with the consenting owner to perpetuate the parcel's access; with FPL for future utility easement(s); and a Unity of Title Agreement with Brevard County; all three to be separately and simultaneously recorded with an adopted resolution. R/W's to be vacated contain a total of 1.59 acres, more or less.

December 14, 2016, the legal notice was advertised in Florida TODAY informing the public of the date a public hearing would be held to consider the vacating.

All pertinent county agencies and public utility companies have been notified. At this time, no objections have been received. The rights-of-way are located in Cocoa as follows: Begin at the intersection of S.R. 524 and Adamson Rd.; thence 2.78 miles north along Adamson Rd.; thence 0.33 miles west along Coconut Ave.; thence 0.32 miles north along Pine St.; thence 0.25 miles east to the Guava St. right-of-way to be vacated; also from the Coconut Ave. and Pine St. intersection continue 0.14 miles north to the Palmetto Avenue right-of-way to be vacated.

Fiscal Impact: The petitioners are charged \$640 for processing, advertising, and recording costs associated with the vacating of a county right-of-way or easement. These fees are deposited in Fund 0002-30265-3699000, revenue account for vacatings. This action is in keeping with the County's efforts to create cooperative partnerships between County Government and its citizenry. No additional funding will be requested for next year's budget.

Name:
Marc.Cazessus@brevardcounty.us Phone: Ext. 57315

Exhibits Attached: Resolution, Appraisers detail sheet, vicinity map, aerial map, plat (if applicable), petitioner's deed, boundary survey (if available), boundary survey (right-of-way vacating) or sketch and description (easement Vacating), comment summary sheet and legal notice of public hearing advertisement.

Clerk to the Board instruction: Advertise Approved Resolution Notice and Record Vacating Resolution Documents (which in sequence includes the notice of public hearing legal ad, the approved/signed resolution and the approved resolution legal ad. Separately record the two FPL Easements, Quit Claim Deed from Brevard County Property Holdings, LLC to Warren H. Stumes, individually and as Trustee of the Warren H. Stumes Revocable Trust U.T.D. June 21, 2006 and the Unity of Title between Brevard County and Brevard Land Property Holdings, LLC).

Contract / Agreement (If attached): Reviewed by County Attorney Yes No PR

County Manager	Assistant County Manager	Department Director / Extension
Stockton Whitten	Assistant County Manager Venetta Valdengo	John Denninghoff / Ext. 57202

VACATING PARTS OF THE PUBLIC RIGHTS-OF-WAY OF PALMETTO AVE. AND GUAVA ST. IN "CANAVERAL GROVES SUBDIVISION REPLAT OF UNIT 3", COCOA, FLORIDA, LYING IN SECTION, 09, TOWNSHIP 24 SOUTH, RANGE 35 EAST

WHEREAS, pursuant to Article II, Section 86-36, Brevard County Code, a petition has been filed by **SPACE COAST LAND HOLDINGS, LLC** and **BREVARD PROPERTY LAND HOLDINGS, LLC** with the Board of County Commissioners to vacate portions of public rights-of-way in Brevard County, Florida, described as follows:

SEE ATTACHED BOUNDARY SURVEYS

WHEREAS, the vacating action will in no way affect any private easements which may also be present in the existing public easement(s) or public right-of-way, nor does this action guarantee or transfer title.

WHEREAS, notice of the public hearing before the Board of County Commissioners was published one time in the TODAY Newspaper, a newspaper of general circulation in Brevard County, Florida, prior to the public hearing; and

WHEREAS, the Board finds that vacating said portions of the public rights-of-way will not be detrimental to Brevard County or the public.

THEREFORE BE IT RESOLVED that said portions of the public rights-of-way are hereby vacated; and Brevard County renounces and disclaims any rights in and to said rights-of-way. Pursuant to Section 177.101(5), Florida Statutes, the vacating shall not become effective until a certified copy of this resolution is filed in the offices of the Clerk of Courts and recorded in the Public Records of Brevard County.

DONE, ORDERED AND ADOPTED, in regular session, this 10st day of January, 2017 A.D.

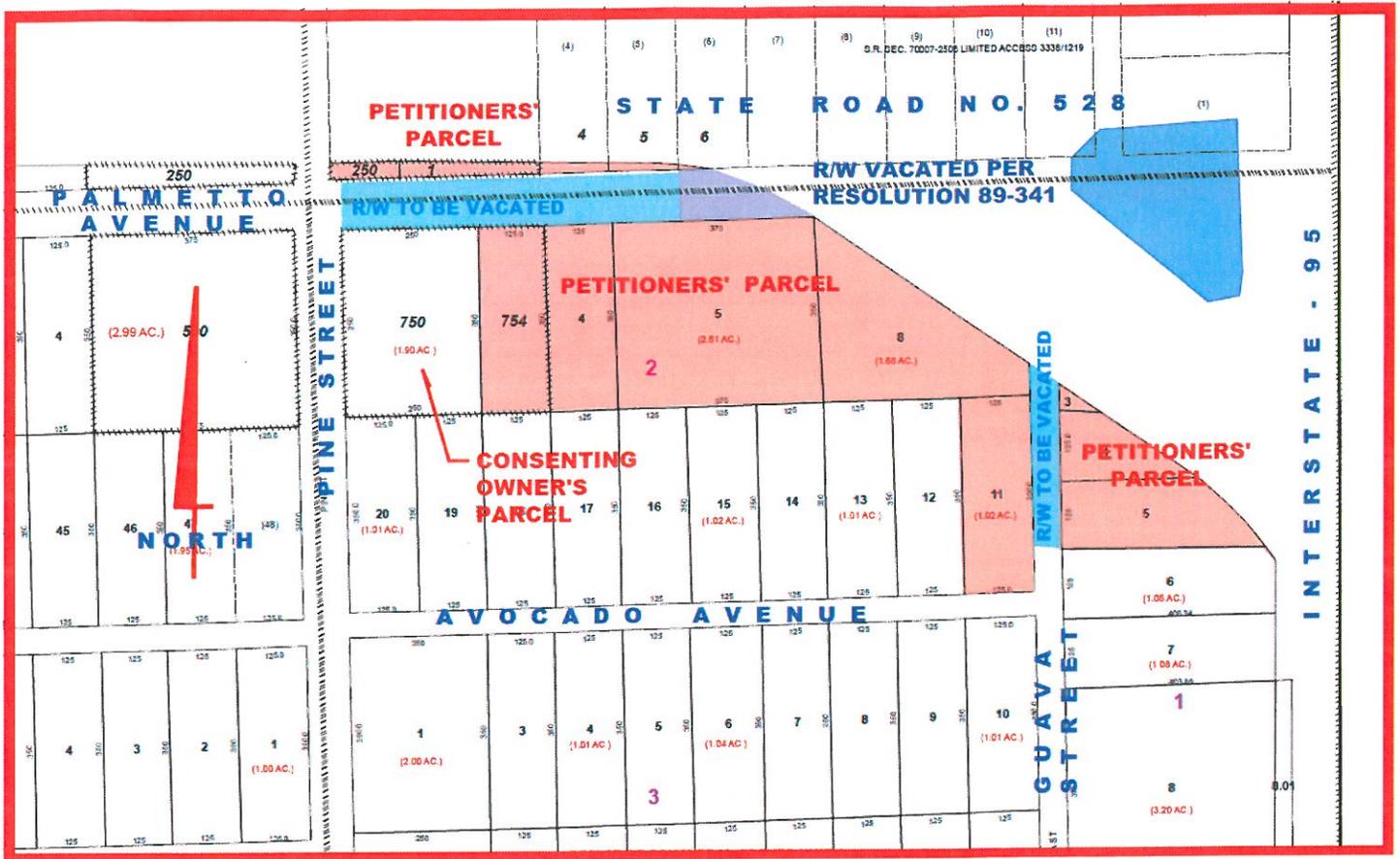
BOARD OF COUNTY COMMISSIONERS
OF BREVARD COUNTY, FLORIDA

ATTEST:

CURT SMITH, CHAIRMAN

SCOTT ELLIS, CLERK

As approved by the Board on:
January 10, 2017



VICINITY MAP

Brevard County Property Holdings, LLC and
 Space Coast Land Holdings, LLC – Canaveral
 Groves Subdivision Replat of Unit 3 – Section
 9, Township 24 South, Range 35 East –
 District 1 - Proposed Partial Vacating of
 Palmetto Avenue and Guava Street R/W's

BOUNDARY SURVEY

SHEET 1 OF 3

NOT VALID WITHOUT THE SKETCH ON SHEETS 2 and 3

SECTION 9, TOWNSHIP 24 SOUTH, RANGE 35 EAST

PARCEL ID NUMBER: 24-35-09-00-00250.0-0000.00

PURPOSE OF SURVEY: VACATION OF RIGHT-OF-WAY (PALMETTO AVENUE)

Legal Description

A portion of Palmetto Avenue, CANAVERAL GROVES SUBDIVISION, Replat of Unit 3, Section 9, Township 24 South, Range 35 East according to the plat thereof recorded in Plat Book 13 at page 140 of the Public Records of Brevard County, Florida, being more particularly described as follows;

That portion of the 80.00 foot wide right-of-way of Palmetto Avenue lying east of the easterly right-of-way line of the 80.00 foot wide right-of-way of Pine Street as established by said plat and lying westerly of that portion of said Palmetto Avenue vacated per Resolution no. 89-341 as recorded in Official Records Book 3018, Page 3249 of said Public Records.

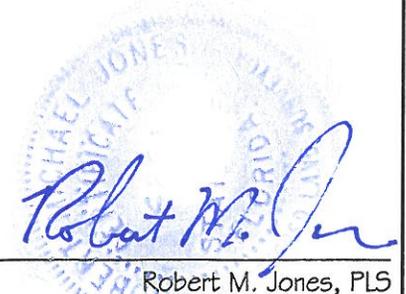
Containing 50,000.00 square feet or 1.15 acres, more or less.

Surveyor's Notes / Report:

- 1) This map of boundary survey is not valid without the signature and the original raised seal of the signing Florida licensed Surveyor and Mapper.
- 2) The parcel description shown hereon was prepared by the Surveyor at the request of the client.
- 3) Significant above ground fixed improvements and visible evidence of underground fixed improvements have been located or graphically depicted hereon.
- 4) Except as shown, underground improvements, if any, such as foundations and utilities, were not located.
- 5) Bearings shown hereon are relative to the North American Datum of 1983/2011 Adjustment (NAD 83/11) and expressed in the Florida State Plane Coordinate System, Florida East Zone 901 with the East right-of-way line of Pine Street in Block 2 of Canaveral Groves Subdivision, Replat of Unit 3, Section 9, Township 24 South, Range 35 East according to the plat thereof recorded in Plat Book 13 at Page 140 of the Public Records of Brevard County, Florida as being North 01° 23' 28" West.
- 6) The lands surveyed were not abstracted by this firm for matters of record such as easements, other rights-of-way, ownership or other instruments of record.
- 7) This Boundary Survey does not address the identification or location of Jurisdictional Wetlands or Sovereign Lands (if any) that lie within or adjacent to the lands surveyed.
- 8) The field data acquisition phase of this survey was completed on 11/06/2015, as documented in AMECFW field book 1188.

Legend:

- AMECFW = Amec Foster Wheeler
- R/W = Right-of-Way
- ORB = Official Records Book
- S.R. = State Road
- (P) = Plat
- (C) = Calculated
- ID = Identification
- = Line Not To Scale
- OU — = Overhead Utilities
- ECMP = Elliptical Corrugated Metal Pipe
- CMP = Corrugated Metal Pipe
- (W) = Water Meter
- = Power Pole
- R/W = Right-of-Way
- FDOT = Florida Department of Transportation
- SRVC = Service Box
- = Found corner as described
- = Set 5/8" Iron Rod and Cap "AMECFW LB 7932"
- F.P. No. = Financial Project Number
- PLS = Professional Land Surveyor
- LS = Land Surveyor



Robert M. Jones, PLS

Florida Professional Surveyor and Mapper, License No. LS-0004201

PROJECT TITLE:

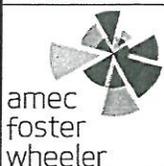
**Boundary Survey of a portion of Palmetto Avenue to be Vacated
Canaveral Groves Subdivision Replat of Unit 3
Plat Book 13, Page 140, Brevard County, Florida**

DATE	BY	DESCRIPTION
REVISION		
DRAWN BY:	P.E.W.	CHKD. BY: R.M.J.
DATE:	Nov/17/2015	DATE: Nov/17/2015
JOB No. 6374.15.0844	SCALE: N/A	SHT. 1 OF 2
DRAWING NAME: Palmetto Avenue.dwg		

Amec Foster Wheeler Environment & Infrastructure, Inc.

75 East Amelia Street, Suite 200
Orlando, FL 32801 USA
Phone: (407) 522-7570
Fax: (407) 522-7576

Certificate of Authorization Number LB-0007932



BOUNDARY SURVEY

SECTION 9, TOWNSHIP 24 SOUTH, RANGE 35 EAST

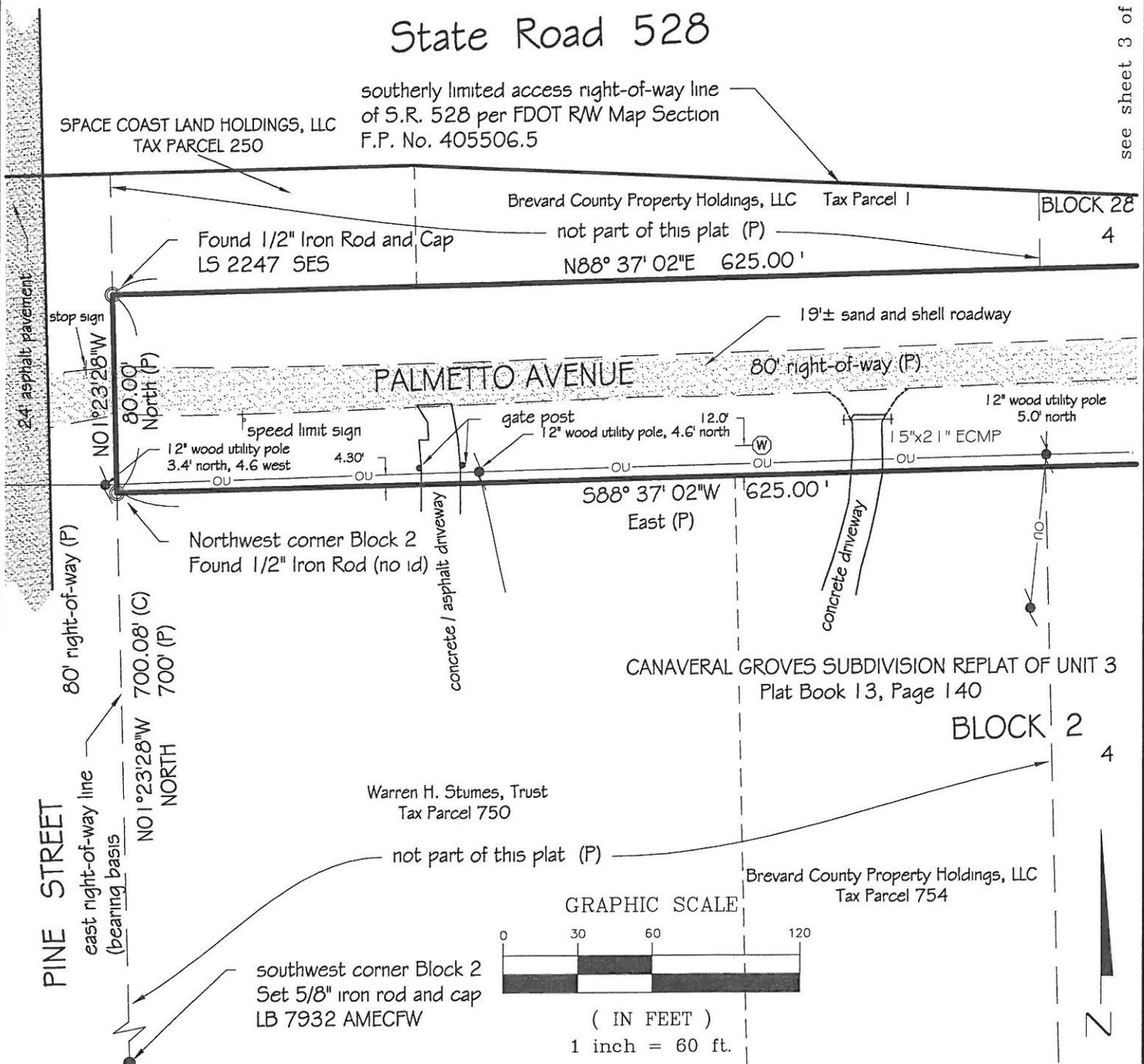
PARCEL ID NUMBER: 24-35-09-00-00250.0-0000.00

PURPOSE OF SURVEY: VACATION OF RIGHT-OF-WAY (PALMETTO AVENUE)

SHEET 2 OF 3

NOT VALID WITHOUT
SHEET 1 and
SKETCH ON SHEET 3

see sheet 3 of 3



PROJECT TITLE:
Boundary Survey of a portion of Palmetto Avenue to be Vacated
Canaveral Groves Subdivision Replat of Unit 3
Plat Book 13, Page 140, Brevard County, Florida



Amec Foster Wheeler Environment & Infrastructure, Inc.
75 East Amelia Street, Suite 200
Orlando, FL 32801 USA
Phone: (407) 522-7570
Fax: (407) 522-7576
Certificate of Authorization Number LB-0007932

DATE	BY	DESCRIPTION
REVISION		
DRAWN BY: <u>P.E.W.</u>		CHKD. BY: <u>R.M.J.</u>
DATE: <u>Nov/17/2015</u>		DATE: <u>Nov/10/2015</u>
JOB No. <u>6374.15.0844</u>	SCALE: <u>1" = 60'</u>	SHT. <u>2</u> OF <u>3</u>
DRAWING NAME: Vacation of Palmetto Avenue.dwg		

BOUNDARY SURVEY

SECTION 9, TOWNSHIP 24 SOUTH, RANGE 35 EAST

PARCEL ID NUMBER: 24-35-09-00-00250.0-0000.00

PURPOSE OF SURVEY: VACATION OF RIGHT-OF-WAY (PALMETTO AVENUE)

SHEET 3 OF 3

NOT VALID WITHOUT

SHEET 1 and

SKETCH ON SHEET 2

see sheet 2 of 3

Found 5/8" Iron Rod and Cap PLS 5117

State Road 528

Brevard County

Brevard County Property Holdings, LLC

4 BLOCK 28 5
East (P) N88° 37' 02"E 625.00'

southerly limited access right-of-way line of S.R. 528 per FDOT RW Map Section F.P. No. 405506.5

PALMETTO AVENUE

19'± sand and shell roadway

North (P)
501° 23' 28"E
80.00'

right-of-way vacated per ORB 3018, Page 3249

10" wood utility pole 3.8' north

15" CMP
80' right-of-way (P)
15" CMP
18.2'

north line of Lot 6 and Lot 7

588° 37' 02"W 625.00'
East (P)

Found 5/8" Iron Rod and Cap PLS 5117

gravel and grass driveway

8' wide gravel and grass driveway

BLOCK 2

4

5

6

7

Brevard County Property Holdings, LLC

Brevard County Property Holdings, LLC

CANAVERAL GROVES SUBDIVISION REPLAT OF UNIT 3
Plat Book 13, Page 140

west line of Lot 6
501° 23' 28"E
North (P)

GRAPHIC SCALE



(IN FEET)

1 inch = 60 ft.



PROJECT TITLE:

*Boundary Survey of a portion of Palmetto Avenue to be Vacated
Canaveral Groves Subdivision Replat of Unit 3
Plat Book 13, Page 140, Brevard County, Florida*

DATE	BY	DESCRIPTION
REVISION		

DRAWN BY: <u>P.E.W.</u>	CHKD. BY: <u>R.M.J.</u>
DATE: <u>Nov/17/2015</u>	DATE: <u>Nov/17/2015</u>

JOB No. 6374.15.0844	SCALE: 1" = 60'	SHT. <u>3</u> OF <u>3</u>
-------------------------	--------------------	------------------------------

DRAWING NAME: Vacation of Palmetto Avenue.dwg

Amec Foster Wheeler Environment & Infrastructure, Inc.

75 East Amelia Street, Suite 200

Orlando, FL 32801 USA

Phone: (407) 522-7570

Fax: (407) 522-7576

Certificate of Authorization Number LB-0007932

amec
foster
wheeler



BOUNDARY SURVEY

SECTION 9, TOWNSHIP 24 SOUTH, RANGE 35 EAST

PARCEL ID NUMBER: 24-35-09-00-00250.0-0000.00

PURPOSE OF SURVEY: VACATION OF RIGHT-OF-WAY (PALMETTO AVENUE)

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Containing 50,000.00 square feet or 1.15 acres, more or less.

Surveyor's Notes / Report:

- 1) This map of boundary survey is not valid without the signature and the original raised seal of the signing Florida licensed Surveyor and Mapper.
- 2) The parcel description shown hereon was prepared by the Surveyor at the request of the client.
- 3) Significant above ground fixed improvements and visible evidence of underground fixed improvements have been located or graphically depicted hereon.
- 4) Except as shown, underground improvements, if any, such as foundations and utilities, were not located.
- 5) Bearings shown hereon are relative to the North American Datum of 1983/2011 Adjustment (NAD 83/11) and expressed in the Florida State Plane Coordinate System, Florida East Zone 901 with the East right-of-way line of Pine Street in Block 2 of Canaveral Groves Subdivision, Replat of Unit 3, Section 9, Township 24 South, Range 35 East according to the plat thereof recorded in Plat Book 13 at Page 140 of the Public Records of Brevard County, Florida as being North 01° 23' 28" West.
- 6) The lands surveyed were not abstracted by this firm for matters of record such as easements, other rights-of-way, ownership or other instruments of record.
- 7) This Boundary Survey does not address the identification or location of Jurisdictional Wetlands or Sovereign Lands (if any) that lie within or adjacent to the lands surveyed.
- 8) The field data acquisition phase of this survey was completed on 11/06/2015, as documented in AMECFW field book 1188.

Legend:

- AMECFW = Amec Foster Wheeler
- R/W = Right-of-Way
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- S.R. = State Road
- (P) = Plat
- (C) = Calculated
- ID = Identification
- = Line Not To Scale
- OU — = Overhead Utilities
- ECMP = Elliptical Corrugated Metal Pipe
- CMP = Corrugated Metal Pipe
- (W) = Water Meter
- = Power Pole
- R/W = Right-of-Way
- FDOT = Florida Department of Transportation
- SRVC = Service Box
- = Found corner as described
- = Set 5/8" Iron Rod and Cap "AMECFW LB 7932"
- F.P. No. = Financial Project Number
- PLS = Professional Land Surveyor
- LS = Land Surveyor

Robert M. Jones, PLS

Florida Professional Surveyor and Mapper, License No. LS-0004201

PROJECT TITLE:

**Boundary Survey of a portion of Palmetto Avenue to be Vacated
Canaveral Groves Subdivision Replat of Unit 3
Plat Book 13, Page 140, Brevard County, Florida**

DATE	BY	DESCRIPTION
REVISION		
DRAWN BY:	P.E.W.	CHKD. BY: R.M.J.
DATE:	Nov/17/2015	DATE: Nov/17/2015
JOB No.	SCALE:	SHT. 1
6374.15.0844	N/A	OF 2
DRAWING NAME: Palmetto Avenue.dwg		

Amec Foster Wheeler Environment & Infrastructure, Inc.

75 East Amelia Street, Suite 200
Orlando, FL 32801 USA
Phone: (407) 522-7570
Fax: (407) 522-7576

Certificate of Authorization Number LB-0007932



BOUNDARY SURVEY

SECTION 9, TOWNSHIP 24 SOUTH, RANGE 35 EAST

PARCEL ID NUMBER: 24-35-09-00-00250.0-0000.00

PURPOSE OF SURVEY: VACATION OF RIGHT-OF-WAY (PALMETTO AVENUE)

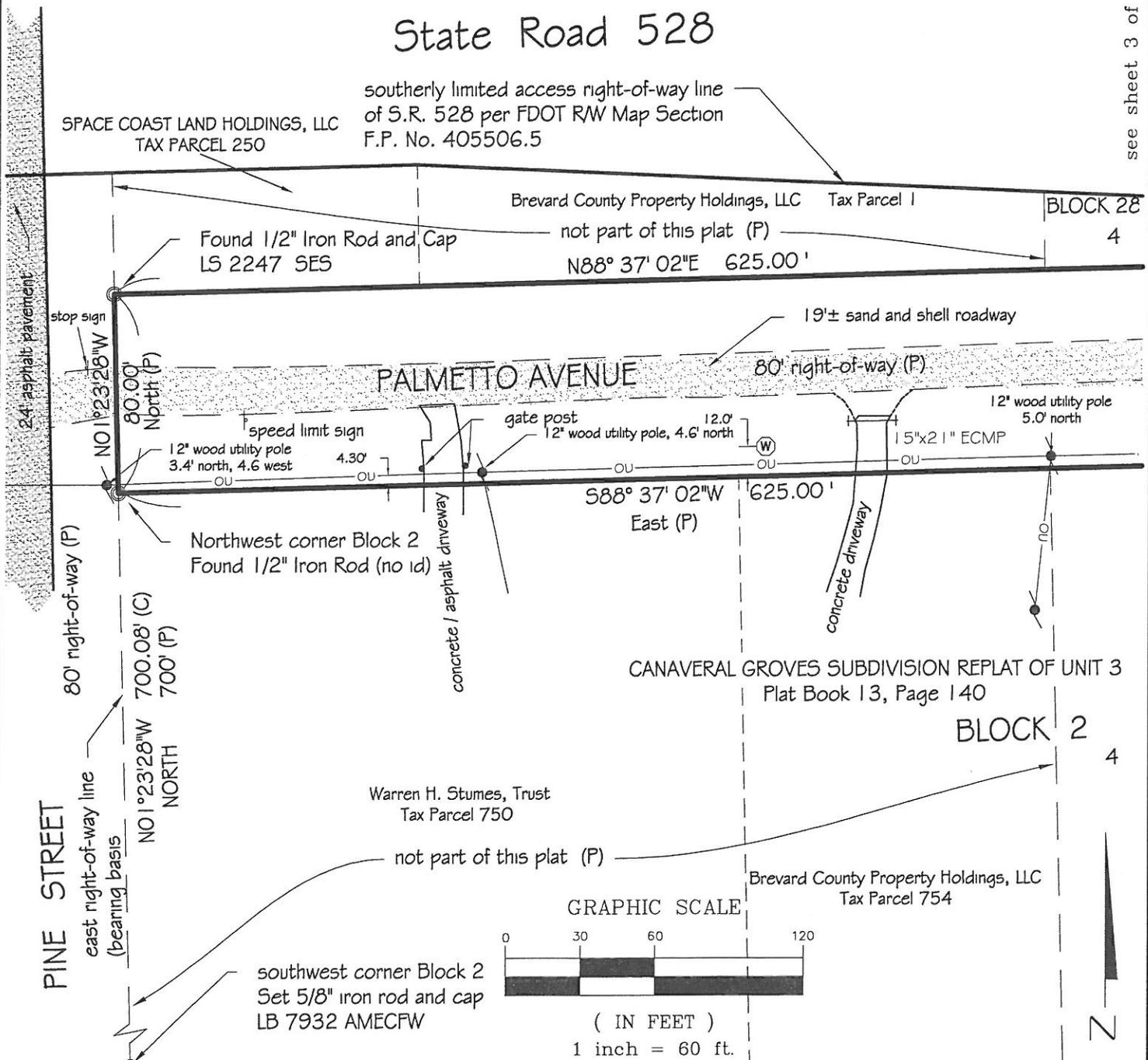
SHEET 2 OF 3

NOT VALID WITHOUT

SHEET 1 and

SKETCH ON SHEET 3

see sheet 3 of 3



PROJECT TITLE:
 Boundary Survey of a portion of Palmetto Avenue to be Vacated
 Canaveral Groves Subdivision Replat of Unit 3
 Plat Book 13, Page 140, Brevard County, Florida

DATE	BY	DESCRIPTION
REVISION		
DRAWN BY:	<u>P.E.W.</u>	CHKD. BY: <u>R.M.J.</u>
DATE:	<u>Nov/17/2015</u>	DATE: <u>Nov/10/2015</u>
JOB No.	SCALE:	SHT.
<u>6374.15.0844</u>	<u>1" = 60'</u>	<u>2</u> OF <u>3</u>

Amec Foster Wheeler Environment & Infrastructure, Inc.
 75 East Amelia Street, Suite 200
 Orlando, FL 32801 USA
 Phone: (407) 522-7570
 Fax: (407) 522-7576

Certificate of Authorization Number LB-0007932

DRAWING NAME: Vacation of Palmetto Avenue.dwg

BOUNDARY SURVEY

SECTION 9, TOWNSHIP 24 SOUTH, RANGE 35 EAST

PARCEL ID NUMBER: 24-35-09-00-00250.0-0000.00

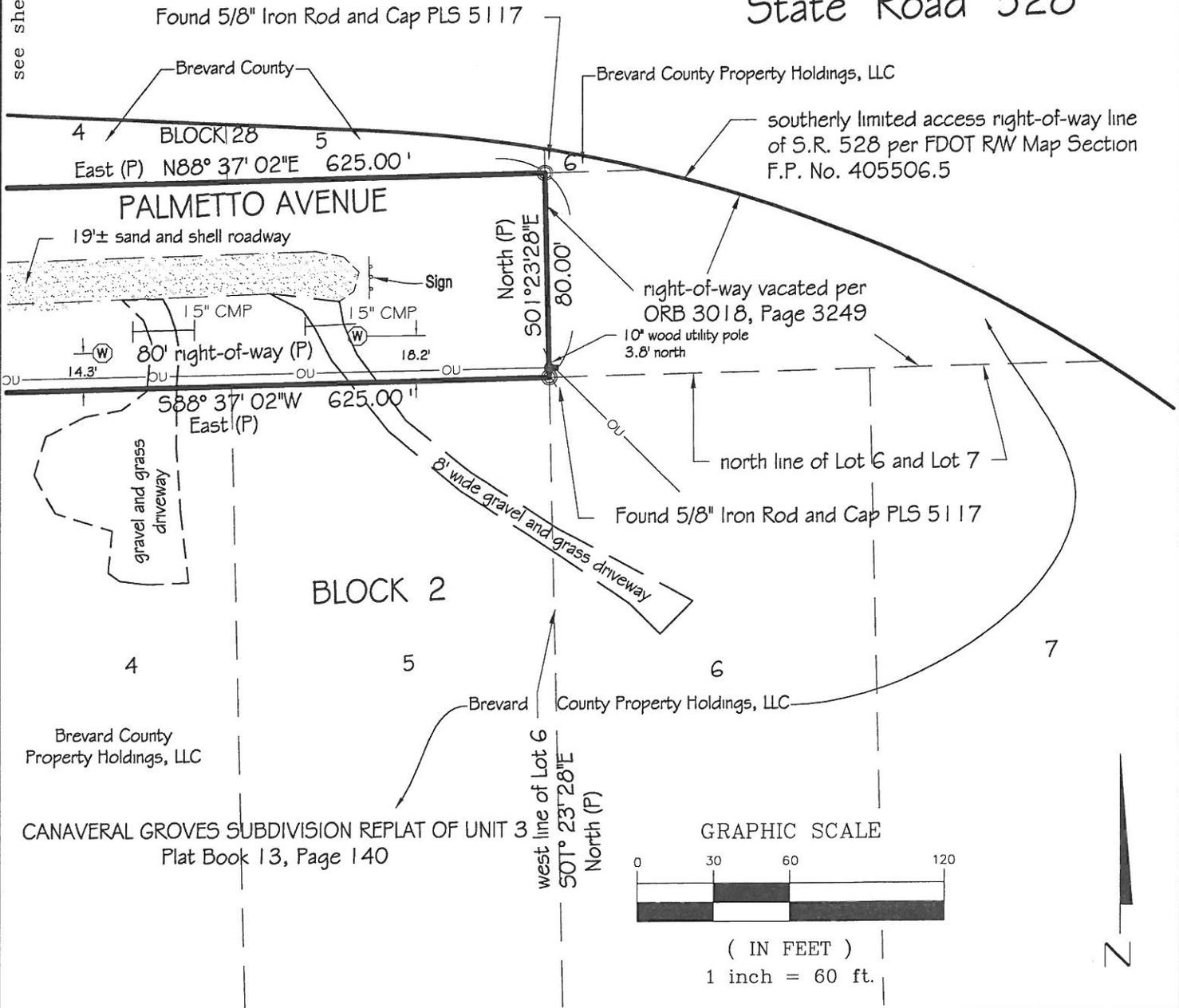
PURPOSE OF SURVEY: VACATION OF RIGHT-OF-WAY (PALMETTO AVENUE)

SHEET 3 OF 3

NOT VALID WITHOUT
SHEET 1 and
SKETCH ON SHEET 2

see sheet 2 of 3

State Road 528



PROJECT TITLE:

*Boundary Survey of a portion of Palmetto Avenue to be Vacated
Canaveral Groves Subdivision Replat of Unit 3
Plat Book 13, Page 140, Brevard County, Florida*

DATE	BY	DESCRIPTION
REVISION		

DRAWN BY: <u>P.E.W.</u>	CHKD. BY: <u>R.M.J.</u>
DATE: <u>Nov/17/2015</u>	DATE: <u>Nov/17/2015</u>

JOB No. 6374.15.0844	SCALE: 1" = 60'	SHT. <u>3</u> OF <u>3</u>
-------------------------	--------------------	------------------------------

DRAWING NAME: Vacation of Palmetto Avenue.dwg

Amec Foster Wheeler Environment & Infrastructure, Inc.

75 East Amelia Street, Suite 200

Orlando, FL 32801 USA

Phone: (407) 522-7570

Fax: (407) 522-7576

Certificate of Authorization Number LB-0007932

amec
foster
wheeler

COMMENT SUMMARY

APPLICANT: Space Coast Land Holdings, LLC

UPDATED / BY: Marc Cazessüs, PLS - 20160301 @ 08:29 hours

COMPANIES	NOTIFIED	COMMENTS		STIPULATIONS/REMARKS
		RECEIVED	APPROVED	
UTILITIES				
Florida City Gas Co.	20151125	20151130	Yes	No objections
Florida Power & Light Co.	20151125	20151130	Yes	No objections
AT & T	20151125	20160229	Yes	No objections
Florida Gas Transmission Co.	20151125	20151210	Yes	No objections
Bright House Networks	20151125	20151210/20151222	Yes	No objections
COUNTY STAFF				
Road & Bridge	20151125	20151210	Yes	Conditional-no land locked parcels; Scott Brown
Traffic Engineering	20151125	20151210	Yes	No objections; Devin Swanson
Land Acquisition	20151125	20151210	Yes	No objections; Blaise Mancini
Land Planning	20151125	20151214	Yes	No objections; Rebecca Ragain
Utility Services	20151125	20151201	Yes	No objections; Tammy Hurley
NRMD / Storm Water	20151125	20151130	Yes	Conditional-no land locked parcels; Harvey Wheeler
Zoning	20151125	20160209	Yes	No objections; Cynthia Fox
Fire and Rescue	20151125	20151125	Yes	No objections; Chief Doug Carter

COMMENT SHEET

PORTION OF THE PUBLIC RIGHTS-OF-WAY OF PALMETTO AVE. AND GUAVA ST. - PLAT OF "CANAVERAL GROVES SUBDIVISION REPLAT UNIT 3" SECTION 9, TOWNSHIP 24 SOUTH, RANGE 35 EAST COCOA, FL NOTICE IS HEREBY GIVEN that pursuant to Chapter 336.09, Florida Statutes, and Chapter 86, Article II, Section 86-36, Brevard County Code, a petition has been filed by SPACE COAST LAND HOLDINGS, LLC and BREVARD COUNTY PROPERTY HOLDINGS, LLC with the Board of County Commissioners of Brevard County, Florida, to request vacating the following described property, to wit: SEE EXHIBIT "A" The Board of County Commissioners will hold a public hearing to determine the advisability of such vacating of the above-described rights-of-way at 6:00 P.M. on January 10, 2017 at the Brevard County Government Center Board Room, Building C., 2725 Judge Fran Jamieson Way, Viera, Florida, at which time and place all those for or against the same may be heard before final action is taken. Pursuant to Section 286.0105, Florida Statutes, if a person decides to appeal any decision made by the board, agency, or commission with respect to the vacating, he or she will need a record of the proceedings, and that, for such purpose, he or she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is based. Persons seeking to preserve a verbatim transcript of the record must make those arrangements at their own expense. The needs of hearing or visually impaired persons shall be met if the department sponsoring the meeting/hearing is contacted at least 48 hours prior to the public meeting/hearing by any person wishing assistance. EXHIBIT "A" LEGAL DESCRIPTION: A PORTION OF PALMETTO AVENUE, CANAVERAL GROVES SUBDIVISION, REPLAT OF UNIT 3, SECTION 9, TOWNSHIP 24 SOUTH, RANGE 35 EAST ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 13 AT PAGE 140 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: THAT PORTION OF THE 80.00 FOOT WIDE RIGHT-OF-WAY OF PALMETTO AVENUE LYING EAST OF THE EASTERLY RIGHT-OF-WAY LINE OF THE 80.00 FOOT WIDE RIGHT-OF-WAY OF PINE STREET AS ESTABLISHED BY SAID PLAT AND LYING WESTERLY OF THAT PORTION OF SAID PALMETTO AVENUE VACATED PER RESOLUTION NO. 89-341 AS RECORDED IN OFFICIAL RECORDS BOOK 3018, PAGE 3249 OF SAID PUBLIC RECORDS. CONTAINING 50,000.00 SQUARE FEET OR 1.15 ACRES, MORE OR LESS. TOGETHER WITH: A PORTION OF GUAVA STREET, CANAVERAL GROVES SUBDIVISION, REPLAT OF UNIT 3, SECTION 9, TOWNSHIP 24 SOUTH, RANGE 35 EAST ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 13 AT PAGE 140 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS; THAT PORTION OF GUAVA STREET LYING NORTH OF THE WESTERLY PROJECTION OF THE SOUTH LINE OF LOT 5, BLOCK 1 AND LYING SOUTHERLY OF THE SOUTHERLY LIMITED ACCESS RIGHT-OF-WAY LINE OF STATE ROAD 9 (INTERSTATE HIGHWAY 95), PER STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP, SECTION F.P. NO. 405506.5. CONTAINING 15,563 SQUARE FEET OR 0.36 ACRES, MORE OR LESS. PREPARED BY: ROBERT M. JONES, PROFESSIONAL LAND SURVEYOR

PUBLIC HEARING LEGAL

ADVERTISEMENT

This Instrument Prepared By
And To Be Returned To:
R. Mason Blake, Esquire
DEAN MEAD
7380 Murrell Road, Suite 200
Viera, Florida 32940
(321) 259-8900

UNITY OF TITLE AGREEMENT

THIS UNITY OF TITLE AGREEMENT (the "Agreement") is made and entered into as of the ___ day of December, 2016, by and between BREVARD COUNTY PROPERTY HOLDINGS, a Delaware limited liability company (hereinafter referred to as the "Owner"), and Brevard County, Florida, a political subdivision of the State of Florida (hereinafter referred to as the "County").

WITNESSETH:

WHEREAS, the Owner has acquired those certain lots located in Brevard County, Florida more particularly described in Exhibit "A", attached hereto and incorporated herein by reference (hereinafter collectively referred to as the "Property"); and

WHEREAS, the Owner desires to vacate certain rights-of way adjacent to the aforesaid lots, which will preclude such lots from being developed as separate parcels under the County's land development regulations; and

WHEREAS, the County, as a condition of approving the vacation of the rights-of-way, has required that the Owner execute and record this Agreement to demonstrate unity of ownership and title as to the Property; and

WHEREAS, the Owner and the County desire to have the Property recognized as one parcel for development purposes under the County's land development regulations; and

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, the receipt and sufficiency of which is hereby acknowledged by the parties hereto, the Owner and the County agree as follows:

1. The foregoing recitals are true and correct in all respects and are incorporated herein by reference as if set forth herein verbatim.
2. The Owner represents and warrants that it holds fee simple title to the Property, and there are no liens, mortgages or other encumbrances affecting the Property.
3. The Owner agrees, as a condition of approval of the vacation of the aforesaid rights-of-way, that the Property shall be unified in ownership and title for development purposes upon recording of this Agreement. The Owner further agrees not to sell, convey or assign any

interest in the Property which would cause the loss of unity of ownership of title without first obtaining the written consent of the County. County acknowledges and agrees that the Owner may convey a portion of the Property with the prior written consent of the County, provided that the parcel conveyed and the proposed development thereof complies with the County's land development regulations.

4. The Owner covenants and agrees that the single family dwellings located on the Property have been vacated. The Owner also covenants and agree to demolish or remove all of the single family dwellings located on the Property on or before March 31, 2017.

5. Enforcement of this Agreement by the County may be through any applicable proceeding in law or in equity against any person, firm, corporation or other legal entity violating or attempting to violate any provision hereof, either to restrain a violation or to recover damages. Any failure to enforce any violation of this Agreement or provision herein contained shall in no way be deemed a waiver of the right to do so thereafter; provided, however, the County shall not be obligated or bound to enforce any of the covenants or provisions herein or be liable to or for any person or persons for non-enforcement.

6. It is the intention of the Owner, as fee simple owner of the Property that this Agreement shall constitute a covenant running with the land and with title to the land, and as an equitable servitude upon the land, as the case may be, and shall in all cases be binding upon the Owner, its successors and assigns. The provisions of this instrument may be amended, modified or released by a written instrument executed by the then owner(s) of all of the Property, with joinders by all mortgagees, if any, provided the same is also approved by the County.

7. Enforcement shall be by action against any parties or persons violating or attempting to violate any covenants. The prevailing party to any action or suit pertaining to or arising out of this Declaration shall be entitled to recover, in addition to costs and disbursements, allowed by law, such sum as the Court may adjudge to be reasonable for the services of his attorney. This enforcement provision shall be in addition to any other remedies available at law, in equity or both.

8. Invalidation of any of these covenants by judgment of Court shall not affect any of the other provisions, which shall remain in full force and effect.

9. All rights, remedies and privileges granted herein shall be deemed to be cumulative and the exercise of any one or more shall neither be deemed to constitute an election of remedies, nor shall it preclude the party exercising the same from exercising such other additional rights, remedies or privileges.

10. This Agreement shall become effective upon its recordation in the Public Records of Brevard County, Florida, and any amendment hereto shall become effective upon its recordation in the Public Records of Brevard County, Florida.

IN WITNESS WHEREOF, Owner and the County have hereunto set their hands and seals as of the day and year first above written.

Signed sealed and delivered
in our presence:

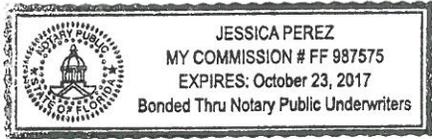
BREVARD COUNTY PROPERTY HOLDINGS,
LLC, a Delaware limited liability company

Lyse Gregoire
Print Name: Lyse Gregoire
Jessica Perez
Print Name: Jessica Perez

By: *Kolleen Cobb*
Name: Kolleen Cobb
Title: Vice President

STATE OF FLORIDA
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me this 18th day of November, 2016,
by Kolleen Cobb, as Vice President, of BREVARD COUNTY
PROPERTY HOLDINGS, LLC, a Delaware limited liability company, on behalf of said
company. Said person is (check one) personally known to me, produced a driver's license
(issued by a state of the United States within the last five (5) years) as identification, or
produced other identification, to wit: _____.



Jessica Perez
Print Name: _____
Notary Public, State of _____
Commission No.: _____
My Commission Expires: _____

BREVARD COUNTY, FLORIDA, a political
subdivision of the State of Florida

Print Name: _____

Print Name: _____

By: _____

Name: _____

Title: _____

STATE OF FLORIDA
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me this ____ day of February, 2016,
by _____, as _____, of BREVARD COUNTY,
FLORIDA, a political subdivision of the State of Florida, on behalf of Brevard County. Said
person is (check one) personally known to me, produced a driver's license (issued by a state
of the United States within the last five (5) years) as identification, or produced other
identification, to wit: _____.

Print Name: _____

Notary Public, State of _____

Commission No.: _____

My Commission Expires: _____

Exhibit A

37 – Morin

T-24, R-35E, SECTION 9, SEPARATELY PLATTED PORTION OF THE EASTERN MOST END OF BLOCK 6 ALL EXCEPT PLAT BOOK 13, PAGES 140, 141, 142 AND 143; STATE ROAD 524 RIGHT-OF-WAY; ORB 1493, PAGE 240; ORB 1525, PAGES 835; ORB 1566, PAGE 820; ORB 2099, PAGE 227. TAX ASSESSORS PARCEL #250,751.

9-11 – Brevard County

Brevard County:

LOT 3, BLOCK 1, CANAVERAL GROVES SUBDIVISION REPLAT OF UNIT 3, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 13, PAGE 140, PUBLIC RECORDS OF BREVARD COUNTY, LESS THE RIGHT OF WAY FOR STATE ROAD 524 AS SET FORTH IN OFFICIAL RECORD BOOK 1555, PAGE 833, CIVIL ACTION NO. 56073.

AND

LOTS 4 AND 5, INCLUSIVE, BLOCK 28, CANAVERAL GROVES SUBDIVISION REPLAT OF UNIT 3, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 13, PAGE 140, PUBLIC RECORDS OF BREVARD COUNTY, LESS THE RIGHT OF WAY FOR STATE ROAD 524 AS SET FORTH IN OFFICIAL RECORD BOOK 1460, PAGE 143, CIVIL ACTION NO. 56073.

12 – Lenadams

A PORTION ("PORTION") OF THE LAND CONVEYED IN OFFICIAL RECORDS BOOK 1566 PAGE 820, AND OFFICIAL RECORDS BOOK 1597, PAGE 722 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA. A TRACT OF LAND LOCATED IN CANAVERAL GROVES SUBDIVISION, UNIT III, SECTION 9, TOWNSHIP 24 SOUTH, RANGE 35 EAST, BREVARD COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS THAT TRACT LABELED "NOT A PART OF THIS PLAT", BEING BOUNDED ON THE EAST BY TRACT 4, BLOCK 28, SECTION 9, ON THE NORTH BY A CANAL, ON THE WEST BY PINE STREET AND ON THE SOUTH BY PALMETTO AVENUE, SAID TRACT HAVING FOR ITS DIMENSIONS ON THE NORTH AND SOUTH 375 FEET AND ON THE EAST AND WEST 350 FEET, LESS ANY LANDS TAKEN BY THE DIVISION OF ADMINISTRATION, STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION AND BREVARD COUNTY IN THAT CERTAIN EMINENT DOMAIN PROCEEDING STYLED DIVISION OF ADMINISTRATION, STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION AND BREVARD COUNTY VS. HOWARD LLOYD, ET AL, IN THE CIRCUIT COURT IN AND FOR BREVARD COUNTY, FLORIDA, CIVIL ACTION NO. 56073.

ALSO DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHWEST CORNER OF BLOCK 28, CANAVERAL GROVES SUBDIVISION REPLAT OF UNIT 3, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 13, AT PAGE 140 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, ALSO BEING THE INTERSECTION OF THE EAST RIGHT-OF-WAY LINE OF PINE STREET WITH THE NORTH RIGHT-OF-WAY LINE OF PALMETTO AVENUE; THENCE RUN NORTH 01°19'26" WEST, ALONG SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 48.85 FEET TO THE SOUTHERLY LIMITED ACCESS RIGHT-OF-WAY LINE OF STATE ROAD 528, PER STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP SECTION 70007-2501 (S.R. 524 – BREVARD COUNTY); THENCE NORTH 88°35'54" EAST, ALONG SAID LIMITED ACCESS RIGHT-OF-WAY LINE, A DISTANCE OF 122.96 FEET; THENCE RUN SOUTH 87°22'57" EAST, CONTINUING ALONG SAID

Exhibit A

LINE, 252.64 FEET TO THE WEST LINE OF LOT 4; THENCE RUN SOUTH 00°46'45" EAST, ALONG SAID WEST LINE, A DISTANCE OF 31.29 FEET, TO THE NORTH RIGHT-OF-WAY LINE OF PALMETTO AVENUE, THENCE RUN SOUTH 88°37'20" WEST, ALONG SAID NORTH LINE, A DISTANCE OF 374.71 FEET TO THE POINT OF BEGINNING.

13 - Canaveral Groves:

TRACT 6, BLOCK 28, IN CANAVERAL GROVES SUBDIVISION, REPLAT OF UNIT 3, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 13, PAGE 140 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, LESS AND EXCEPT ANY LANDS TAKEN BY THE DIVISION OF ADMINISTRATION, STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION AND BREVARD COUNTY IN THAT CERTAIN EMINENT DOMAIN PROCEEDING STYLED DIVISION OF ADMINISTRATION, STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION AND BREVARD COUNTY VS. HOWARD LLOYD, ET AL, IN THE CIRCUIT COURT IN AND FOR BREVARD COUNTY, FLORIDA, CIVIL ACTION NO. 56073.

TOGETHER WITH THAT PORTION OF THE NORTH HALF OF PALMETTO AVENUE VACATED BY THAT CERTAIN RESOLUTION 89-341 OF THE BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA, AS RECORDED IN OFFICIAL RECORDS BOOK 3018, PAGE 3249, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.

42 – Sweirat:

THE EAST 1/3 OF PARCEL 750, WHICH IS A PART OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 AS DESCRIBED AS OFFICIAL RECORDS BOOK 1525, PAGE 835, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; LOCATED IN SECTION 9, TOWNSHIP 24 SOUTH, RANGE 35 EAST.
ALSO KNOWN AS:

A PARCEL OF LAND IN SECTION 9, TOWNSHIP 24 SOUTH, RANGE 35 EAST, BREVARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWEST CORNER OF LOT 4, BLOCK 2, OF CANAVERAL GROVES SUBDIVISION REPLAT OF UNIT 3, AS RECORDED IN PLAT BOOK 13, PAGE 140, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE SOUTH A DISTANCE OF 350.00 FEET TO THE SOUTHWEST CORNER OF SAID LOT 4; THENCE WEST FOR A DISTANCE OF 125.00 FEET; THENCE NORTH FOR A DISTANCE OF 350.00 FEET; THENCE EAST FOR A DISTANCE OF 125.00 FEET TO THE POINT OF BEGINNING.

24 - Hooper:

LOT 4, BLOCK 2, CANAVERAL GROVES SUBDIVISION REPLAT OF UNIT 3, SHEET NO. 1, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 13, PAGE 140, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.

14 - Bugala:

LOTS 5, 6, AND 7, IN BLOCK 2, AND THAT PORTION OF THE SOUTH HALF OF VACATED PALMETTO AVENUE LYING NORTH OF LOTS 6 AND 7 LESS AND EXCEPT ROAD RIGHT OF WAY, OF CANAVERAL

Exhibit A

GROVES SUBDIVISION REPLAT OF UNIT 3, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 13, PAGE 140 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.

34 - Rowland:

LOTS 8, 9, AND 10, BLOCK 2, CANAVERAL GROVES SUBDIVISION, REPLAT OF UNIT 3, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 13, PAGES 140-143 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.

LESS AND EXCEPT ROAD RIGHT-OF-WAY.

20 - Fowler:

LOT 11, BLOCK 2, CANAVERAL GROVES SUBDIVISION REPLAT OF UNIT 3, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 13, PAGE 140, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.

2 & 3 - Andersen Lots:

LOTS 4 AND 5, BLOCK 1, OF CANAVERAL GROVES SUBDIVISION REPLAT OF UNIT 3, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 13, PAGE 140-143, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, LESS RIGHT OF WAY FOR STATE ROAD 524.

Exhibit A

STUMES

Legal Description:

A portion of Palmetto Avenue, CANAVERAL GROVES SUBDIVISION, Replat of Unit 3, Section 9, Township 24 South, Range 35 East according to the plat thereof recorded in Plat Book 13 at page 140 of the Public Records of Brevard County, Florida, being more particularly described as follows;

Begin at the northwest corner of the east 1/3 of that part of the northwest 1/4 of the southeast 1/4 as described in Official Records Book 1525, Page 835, Public Records of Brevard County, Florida; located in Section 9, Township 24 South, Range 35 East; thence run South 88°36'43" West, along the south right-of-way line of Palmetto Avenue, a distance of 80.00 feet; thence North 01°23'28" West, a distance of 40.00 feet to the centerline of said Palmetto Avenue; thence North 88°36'43" East, along said centerline, a distance of 80.00 feet to the northerly prolongation of the west line of said east 1/3; thence South 01°23'28" East, along said northerly prolongation, a distance of 40.00 feet to the Point of Beginning.

Containing 0.07 acres, more or less.

**This instrument prepared by and
when recorded return to:**

Kolleen O.P. Cobb
2855 S. LeJeune Road, 4th Floor
Coral Gables, Florida 33134



Space above this line for recorder's use

QUITCLAIM DEED

THIS QUITCLAIM DEED is made and entered into as of this ____ day of December, 2016, by **Brevard County Property Holdings LLC**, a Delaware limited liability company ("Grantor"), whose mailing address is 2855 Le Jeune Road, 4th Floor, Coral Gables, FL 33134 and Warren H. Stumes, individually and as Trustee of The Warren H. Stumes Revocable Trust U.T.D. June 21, 2006, as amended and restated ("Grantee"), whose mailing address is 3245 Erica Street, Cocoa, FL 32926.

W I T N E S S E T H:

Grantor, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable considerations, the receipt whereof is hereby acknowledged, by these presents does remise, release and quitclaim unto Grantee, its successors and assigns, all right, title, interest, claim and demand, if any, of Grantor in and to the real property situated in Brevard County, Florida, described in **Exhibit A**, attached hereto and made a part hereof by this reference, without recourse, representation or warranty (the "Property");

TOGETHER with the tenements, hereditaments and appurtenances thereto and all estate, right, title, interest, lien, equity and claim whatsoever of Grantor, if any, at law or in equity.

EXHIBIT "A"

PROPERTY

Legal Description:

A portion of Palmetto Avenue, CANAVERAL GROVES SUBDIVISION, Replat of Unit 3, Section 9, Township 24 South, Range 35 East according to the plat thereof recorded in Plat Book 13 at page 140 of the Public Records of Brevard County, Florida, being more particularly described as follows;

Commence at the northwest corner of the east 1/3 of that part of the northwest 1/4 of the southeast 1/4 as described in Official Records Book 1525, Page 835, Public Records of Brevard County, Florida; located in Section 9, Township 24 South, Range 35 East; thence run South 88°36'43" West, along the south right-of-way line of Palmetto Avenue, a distance of 80.00 feet to the POINT OF BEGINNING; thence continue South 88°36'43" West, along said south right-of-way line, a distance of 170.07 feet to the Northwest corner of Block 2 and east right-of-way line of Pine Street as depicted on said plat; thence run North 01°23'28" West, along the northerly prolongation of said east right-of-way line, a distance of 40.00 feet to the centerline of said Palmetto Avenue; thence North 88°36'43" East, along said centerline, a distance of 170.07 feet; thence South 01°23'28" East, a distance of 40.00 feet to the Point of Beginning.

Containing 0.16 acres, more or less.

Work Request No. _____
Sec.09, Twp 24 S, Rge 35 E

EASEMENT (BUSINESS)

This Instrument Prepared By

Parcel I.D. _____
(Maintained by County Appraiser)

Name: _____
Co. Name: _____
Address: _____

The undersigned, in consideration of the payment of \$1.00 and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, grant and give to Florida Power & Light Company, its affiliates, licensees, agents, successors, and assigns ("FPL"), a non-exclusive easement forever for the construction, operation and maintenance of overhead and underground electric utility facilities (including wires, poles, guys, cables, conduits and appurtenant equipment) to be installed from time to time; with the right to reconstruct, improve, add to, enlarge, change the voltage as well as the size of, and remove such facilities or any of them within an easement described as follows:

Reserved for Circuit Court

A portion of "Guava Street and certain adjacent lands", "Canaveral Groves Subdivision", according to the Plat thereof as recorded in Plat Book 13, at page 140, of the Public Records of Brevard County, Florida.

More particularly shown and described on Florida Power and Light Company Easement, marked "Exhibit A", prepared by Amec Foster Wheeler Environmental & Infrastructure, Inc., dated January 30th 2016, Job Number Vacation of Guava Street FPL.dwg attached hereto and made a part thereof.

Said land situated in the City of Ft. Lauderdale, Brevard County, Florida.

Together with the right to permit any other person, firm, or corporation to attach wires to any facilities hereunder and lay cable and conduit within the Easement Area and to operate the same for communications purposes; the right of ingress and egress to the Easement Area at all times; the right to clear the land and keep it cleared of all trees, undergrowth and other obstructions within the Easement Area; the right to trim and cut and keep trimmed and cut all dead, weak, leaning or dangerous trees or limbs outside of the Easement Area, which might interfere with or fall upon the lines or systems of communications or power transmission or distribution; and further grants, to the fullest extent the undersigned has the power to grant, if at all, the rights hereinabove granted on the Easement Area heretofore described, over, along, under and across the roads, streets or highways adjoining or through said Easement Area.

IN WITNESS WHEREOF, the undersigned has signed and sealed this instrument on _____, 20__.

Signed, sealed and delivered in the presence of:

Brenda Johnson
(Witness' Signature)

Print Name: Brenda Johnson
(Witness)

Jessica Perez
(Witness' Signature)

Print Name: Jessica Perez
(Witness)

Brevard County Property Holdings LLC
~~Entity name~~

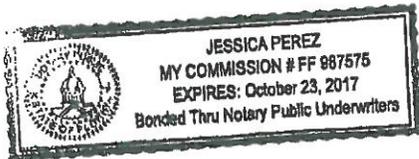
By: Kolleen Cobb

Print Name: Kolleen Cobb, Vice President

Print Address: 2856 Le Jeune Rd., 4th Floor
Coral Gables, FL 33134

STATE OF Florida AND COUNTY OF Miami-Dade. The foregoing instrument was acknowledged before me this 20th day of December, 2016 by Kolleen Cobb, the Vice President of Brevard County Property Holdings LLC, a DE LLC, who is personally known to me or has produced _____ as identification, and who did (did not) take an oath.
(Type of Identification)

My Commission Expires:



Jessica Perez
Notary Public, Signature

Print Name _____

UTILITY EASEMENT

SHEET 1 OF 3
NOT VALID WITHOUT THE
SKETCH ON SHEETS 2 and 3

SECTION 9, TOWNSHIP 24 SOUTH, RANGE 35 EAST

PURPOSE: Electric Power Easement

Legal Description

A portion of Guava Street and certain adjacent lands, CANAVERAL GROVES SUBDIVISION, Replat of Unit 3, Section 9, Township 24 South, Range 35 East according to the plat thereof recorded in Plat Book 13 at Page 140 of the Public Records of Brevard County, Florida, being more particularly described as follows:

Begin at the Southwest corner of Lot 5, Block 1 of said plat; thence run South $88^{\circ}36'31''$ West, along the westerly extension of the south line of said Lot 5, a distance of 16.66 feet; thence run North $01^{\circ}13'48''$ West, a distance of 267.76 feet; thence run South $87^{\circ}59'30''$ West, a distance of 159.13 feet to the west line of Lot 11, Block 2 of said plat; thence run North $01^{\circ}23'28''$ west, along said west line, a distance of 9.02 feet to the Northwest corner of said Lot 11; thence run South $88^{\circ}35'46''$ West, along the north line of Lot 12, Block 2 of said plat, a distance of 21.51 feet; the run North $02^{\circ}00'30''$ West, a distance of 10.76 feet; thence run North $87^{\circ}59'30''$ East, a distance of 180.82 feet; thence run North $01^{\circ}13'48''$ West, a distance of 16.82 feet to the Southerly Limited Access right-of-way line of State Road 9; thence run South $55^{\circ}24'31''$ East, a distance of 24.67 feet; the run South $01^{\circ}13'48''$ East, departing said Southerly Limited Access right-of-way line, a distance of 290.09 feet to the south line of said Lot 5; thence South $88^{\circ}36'31''$ West, along said south line, a distance of 3.34 feet to the POINT OF BEGINNING.

Containing 9,364 square feet or 0.21 acres, more or less.

Surveyor's Notes / Report:

- 1) This Sketch and Description is not valid without the signature and the original raised seal of the signing Florida licensed Surveyor and Mapper.
- 2) The parcel description shown hereon was prepared by the Surveyor at the request of the client and is based on establishing the boundaries of the lands described and depicted hereon as lying 10 feet each side of and existing overhead electric line per previous survey by this firm of Guava Street Right-of-Way, Project No. G374150544, dated 11-17-2015.
- 3) Bearings shown hereon are relative to the North American Datum of 1983/2011 Adjustment (NAD 83/11) and expressed in the Florida State Plane Coordinate System, Florida East Zone 901 with the North right-of-way line of Avocado Avenue in Block 2 of Canaveral Groves Subdivision, Replat of Unit 3, Section 9, Township 24 South, Range 35 East according to the plat thereof recorded in Plat Book 13 at Page 140 of the Public Records of Brevard County, Florida as being South $88^{\circ}34'50''$ West.
- 4) The lands described and depicted hereon were not abstracted by this firm for matters of record such as easements, other rights-of-way, ownership or other instruments of record.
- 5) This is NOT a Boundary Survey.

Legend:

- AMECFW = Amec Foster Wheeler
- RAW = Right-of-Way
- S.R. = State Road
- (F) = Flat
- (C) = Calculated
- ID = Identification
- = Line Not To Scale
- OU = Overhead Utilities
- (W) = Water Meter
- = Power Pole
- WM = approximate location of Water (Main) line
- = Guy anchor
- FPL = Florida Power and Light Company
- FDOT = Florida Department of Transportation
- RAW = Right-of-Way
- PLS = Professional Land Surveyor
- LS = Land Surveyor



Florida Professional Surveyor and Mapper, License No. 4201

PROJECT TITLE:

Sketch and Description of a portion of Guava Street
Canaveral Groves Subdivision Replat of Unit 3
Plat Book 13, Page 140, Brevard County, Florida

DATE	BY	DESCRIPTION

REVISION

DRAWN BY: P.E.W.	CHKD. BY: R.M.J.
DATE: Feb 16/2016	DATE: Feb 16/2016
JOB No. 0374.1B.0044	SCALE: N/A
	SHT. 1 OF 3



Amec Foster Wheeler Environment & Infrastructure, Inc.
75 East Amelia Street, Suite 200
Orlando, FL 32801 USA
Phone: (407) 622-7570
Fax: (407) 622-7576
Certificate of Authorization Number LB-0007932

DRAWING NAME: Vacation of Guava Street Utility.dwg

UTILITY EASEMENT

SHEET 2 OF 3

NOT VALID WITHOUT
SHEET 1 and
SKETCH ON SHEET 3

SECTION 9, TOWNSHIP 24 SOUTH, RANGE 35 EAST

PURPOSE: Electric Power Easement

Brevard County
Property Holdings, LLC

11

Block 2

CANAVERAL GROVES SUBDIVISION
REPLAT OF UNIT 3,
Plat Book 13, Page 140

see sheet 3 of 3

GUAYA STREET 50' right-of-way (P)

N01° 13' 48" W 267.76'

50' 13' 48" E 290.09'

10' wood utility pole

Brevard County
Property Holdings, LLC

5

east RW Line

Block 1

7.5' utility and drainage
easement (P) (typical)

west RW Line

N01° 23' 28" W

S88° 36' 31" W

18' wide dirt road

N88° 36' 31" E

south line of Lot 5, Block 1

S88° 36' 31" W 3.34'

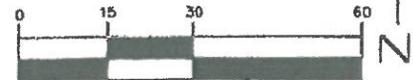
westerly projection of the
south line of Lot 5, Block 1

POINT OF BEGINNING
Southwest corner Lot 5 Block 1
1/2" Iron Rod (PLS 2828)

Dawn R. Andersen

6

GRAPHIC SCALE



(IN FEET)
1 inch = 30 ft.

PROJECT TITLE:

Sketch and Description of a portion of Guaya Street
Canaveral Groves Subdivision Replat of Unit 3
Plat Book 13, Page 140, Brevard County, Florida

DATE	BY	REVISION	DESCRIPTION



Amec Foster Wheeler Environment & Infrastructure, Inc.

76 East Amelia Street, Suite 200
Orlando, FL 32801 USA
Phone: (407) 822-7670
Fax: (407) 822-7676

DRAWN BY: P.E.W.	CHKD. BY: R.M.J.
DATE: Feb/18/2016	DATE: Feb/18/2016

JOB No. 6376.15.0044	SCALE: 1" = 30'	SHT. 2 OF 3
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DRAWING NAME: Vacation of Guaya Street Utility.dwg

Certificate of Authorization Number LB-0007832

UTILITY EASEMENT

SHEET 3 OF 3
NOT VALID WITHOUT
SHEET 1 and
SKETCH ON SHEET 2

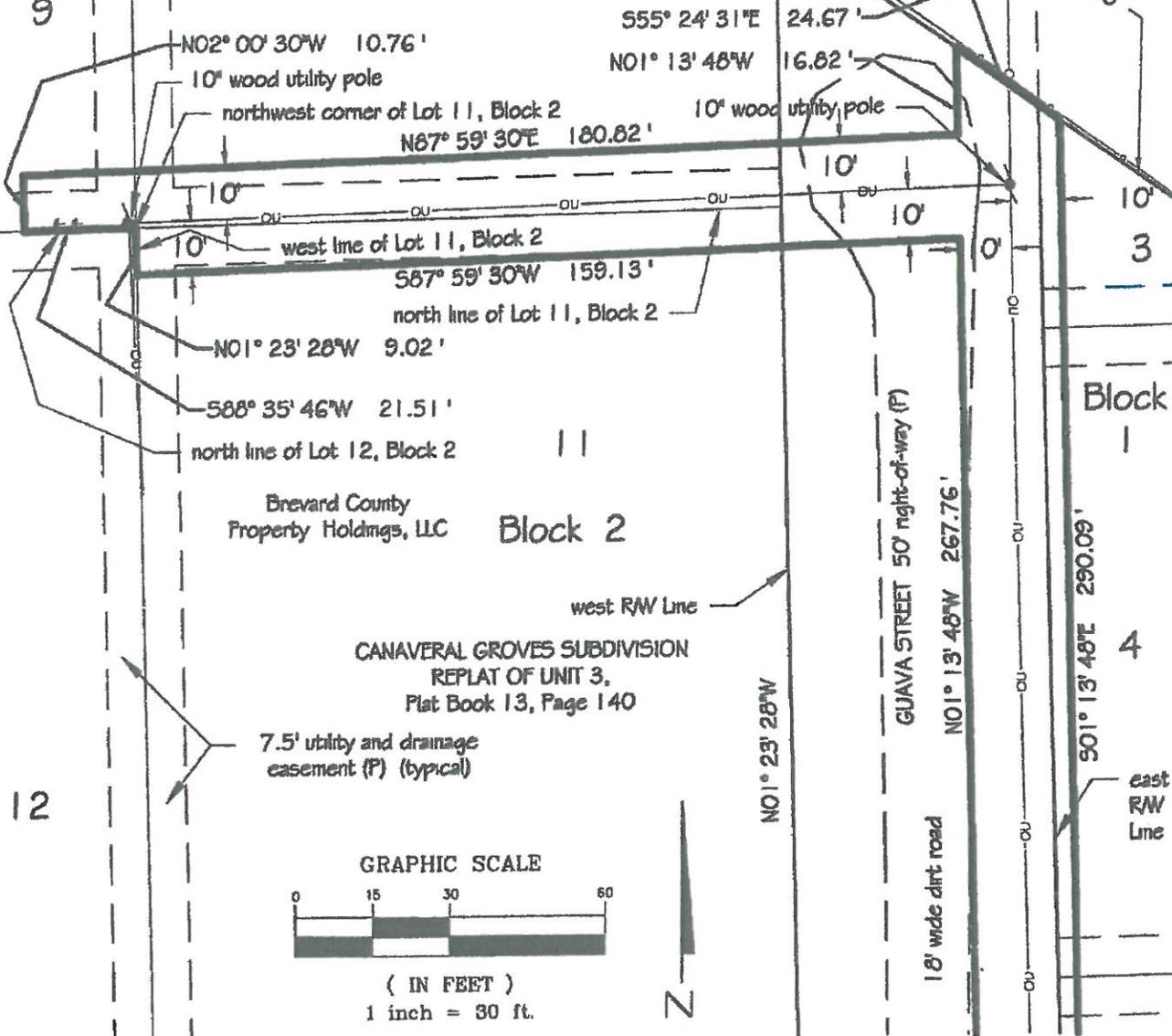
SECTION 9, TOWNSHIP 24 SOUTH, RANGE 35 EAST

PURPOSE: Electric Power Easement

Brevard County
Property Holdings, LLC

10 Block 2

9

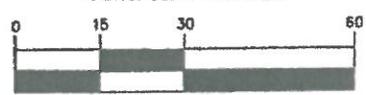


Interstate Highway -95
of S.R. 9 per
State Road 9
Section FP No. 405506.5
limited access
southerly
right-of-way line
FDOT RW Map

Brevard County
Property Holdings, LLC
11 Block 2
CANAVERAL GROVES SUBDIVISION
REPLAT OF UNIT 3,
Plat Book 13, Page 140

7.5' utility and drainage
easement (P) (typical)

GRAPHIC SCALE



(IN FEET)
1 inch = 30 ft.

see sheet 2 of 3

PROJECT TITLE:

Sketch and Description of a portion of Guava Street
Canaveral Groves Subdivision Replat of Unit 3
Plat Book 13, Page 140, Brevard County, Florida

DATE	BY	REVISION	DESCRIPTION

DRAWN BY: P.E.W.	CHKD. BY: R.M.J.
DATE: Feb/18/2016	DATE: Feb/18/2016
JOB No. 0376.15.0045	SCALE: 1" = 30'
	DIT. OF: 2

DRAWING NAME: Vacation of Guava Street Utility.dwg



Amec Foster Wheeler Environment & Infrastructure, Inc.
75 East Amelia Street, Suite 200
Orlando, FL 32801 USA
Phone: (407) 622-7870
Fax: (407) 622-7678
Certificate of Authorization Number LB-0007892

Work Request No. _____
Sec. 09, Twp 24 S, Rge 35 E

**EASEMENT
(BUSINESS)**

This Instrument Prepared By

Parcel I.D. _____
(Maintained by County Appraiser)

Name: _____
Co. Name: _____
Address: _____

The undersigned, in consideration of the payment of \$1.00 and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, grant and give to Florida Power & Light Company, its affiliates, licensees, agents, successors, and assigns ("FPL"), a non-exclusive easement forever for the construction, operation and maintenance of overhead and underground electric utility facilities (including wires, poles, guys, cables, conduits and appurtenant equipment) to be installed from time to time; with the right to reconstruct, improve, add to, enlarge, change the voltage as well as the size of, and remove such facilities or any of them within an easement described as follows:

Reserved for Circuit Court

A portion of "Palmetto Avenue and certain adjacent lands", "Canaveral Groves Subdivision", according to the Plat thereof as recorded in Plat Book 13, at page 140, of the Public Records of Brevard County, Florida.

More particularly shown and described on Florida Power and Light Company Easement, marked "Exhibit A", prepared by Amec Foster Wheeler Environmental & Infrastructure, Inc., dated January 30th 2016, Job Number Vacation of Palmetto Avenue FPL.dwg attached hereto and made a part thereof.

Said land situated in the ~~City of Ft Lauderdale~~ ^{City of Cape Coral}, Brevard County, Florida.

Together with the right to permit any other person, firm, or corporation to attach wires to any facilities hereunder and lay cable and conduit within the Easement Area and to operate the same for communications purposes; the right of ingress and egress to the Easement Area at all times; the right to clear the land and keep it cleared of all trees, undergrowth and other obstructions within the Easement Area; the right to trim and cut and keep trimmed and cut all dead, weak, leaning or dangerous trees or limbs outside of the Easement Area, which might interfere with or fall upon the lines or systems of communications or power transmission or distribution; and further grants, to the fullest extent the undersigned has the power to grant, if at all, the rights hereinabove granted on the Easement Area heretofore described, over, along, under and across the roads, streets or highways adjoining or through said Easement Area.

IN WITNESS WHEREOF, the undersigned has signed and sealed this instrument on _____, 20__.

Signed, sealed and delivered in the presence of:

[Signature]
(Witness Signature)

Print Name: Brenda Johnson
(Witness)

[Signature]
(Witness Signature)

Print Name: Jessica Perez
(Witness)

Entity name: Brevard County Property Holdings LLC
By: [Signature]

Print Name: Kolleen Cobb, Vice President
Print Address: 2855 Le Jeune Rd. 4th Floor
Coral Gables, FL 33134

STATE OF Florida AND COUNTY OF Miami-Dade. The foregoing instrument was acknowledged before me this 20th day of December, 2016 by Kolleen Cobb, the Vice President of Brevard County Property Holdings LLC, a DE LLC, who is personally known to me or has produced _____ as identification, and who did (did not) take an oath.
(Type of Identification)

My Commission Expires:



[Signature]
Notary Public, Signature

Print Name _____

UTILITY EASEMENT

SHEET 1 OF 3
NOT VALID WITHOUT THE
SKETCH ON SHEETS 2 and 3

SECTION 9, TOWNSHIP 24 SOUTH, RANGE 35 EAST

PURPOSE: Electric Power Easement

Legal Description

A portion of Palmetto Avenue and certain adjacent lands, CANAVERAL GROVES SUBDIVISION, Replat of Unit 3, Section 9, Township 24 South, Range 35 East according to the plat thereof recorded in Plat Book 13 at page 140 of the Public Records of Brevard County, Florida, being more particularly described as follows:

Begin at the Northwest corner of Block 2 of said plat; thence run North $01^{\circ}23'28''$ West, along the northerly extension of the east right-of-way line of Pine Street, a distance of 13.49 feet; thence run North $88^{\circ}35'35''$ East, a distance of 645.12 feet; thence run South $01^{\circ}24'25''$ East, a distance of 20.00 feet; thence run South $88^{\circ}35'35''$ West, a distance of 394.85 feet to the west line of the east 1/3 of Parcel 750, which is a part of the northwest 1/4 of the southeast 1/4 as described in Official Records Book 1525, Page 835, of said Public Records; thence run North $01^{\circ}21'55''$ West, along said west line, a distance of 6.41 feet to the south right-of-way line of Palmetto Avenue; thence South $88^{\circ}37'02''$ West along said south line, a distance of 250.28 feet to the POINT OF BEGINNING.

Containing 11,286 square feet or 0.26 acres, more or less.

Surveyor's Notes / Report:

- 1) This Sketch and Description is not valid without the signature and the original raised seal of the signing Florida licensed Surveyor and Mapper.
- 2) The parcel description shown hereon was prepared by the Surveyor at the request of the client and is based on establishing the boundaries of the lands described and depicted hereon as lying 10 feet each side of and existing overhead electric line per previous survey by this firm of Palmetto Avenue Right-of-Way, Project No. 6374150044, dated 11-17-2015.
- 3) Bearings shown hereon are relative to the North American Datum of 1983/2011 Adjustment (NAD 83/11) and expressed in the Florida State Plane Coordinate System, Florida East Zone 901 with the East right-of-way line of Pine Street in Block 2 of Canaveral Groves Subdivision, Replat of Unit 3, Section 9, Township 24 South, Range 35 East according to the plat thereof recorded in Plat Book 13 at Page 140 of the Public Records of Brevard County, Florida as being North $01^{\circ}23'28''$ West.
- 4) The lands described and depicted hereon were not abstracted by this firm for matters of record such as easements, other rights-of-way, ownership or other instruments of record.
- 5) This is NOT a Boundary Survey.

Legend:

- AMECFW = Amec Foster Wheeler
- RW = Right-of-Way
- ORB = Official Records Book
- S.R. = State Road
- (P) = Plat
- (C) = Calculated
- ID = Identification
- ↘ = Line Not To Scale
- OU = Overhead Utilities
- ECMP = Elliptical Corrugated Metal Pipe
- QMP = Corrugated Metal Pipe
- W = Water Meter
- ⊙ = Power Pole
- RW = Right-of-Way
- FDOT = Florida Department of Transportation
- BRVC = Service Box
- ⊙ = Guy anchor
- FPL = Florida Power and Light Company
- PLS = Professional Land Surveyor
- LS = Land Surveyor



Florida Professional Surveyor and Mapper, License No. 4201

PROJECT TITLE:

Sketch and Description of a portion of Palmetto Avenue and certain adjacent lands in Canaveral Groves Subdivision Replat of Unit 3 Plat Book 13, Page 140, Brevard County, Florida

DATE	BY	REVISION	DESCRIPTION

DRAWN BY: P.E.W.	CHKD. BY: R.M.J.
DATE: Feb/18/2016	DATE: Feb/18/2016
JOB No. 6374.16.0044	SCALE: N/A
	MHT. 1 OF 3

DRAWING NAME: Vacation of Palmetto Avenue Utility Awg



Amec Foster Wheeler Environment & Infrastructure, Inc.

75 East Amelia Street, Suite 200
Orlando, FL 32801 USA
Phone: (407) 822-7570
Fax: (407) 822-7578

amec
foster
wheeler

Certificate of Authorization Number LB-0007832

UTILITY EASEMENT

SHEET 2 OF 3

NOT VALID WITHOUT
SHEET 1 and
SKETCH ON SHEET 3

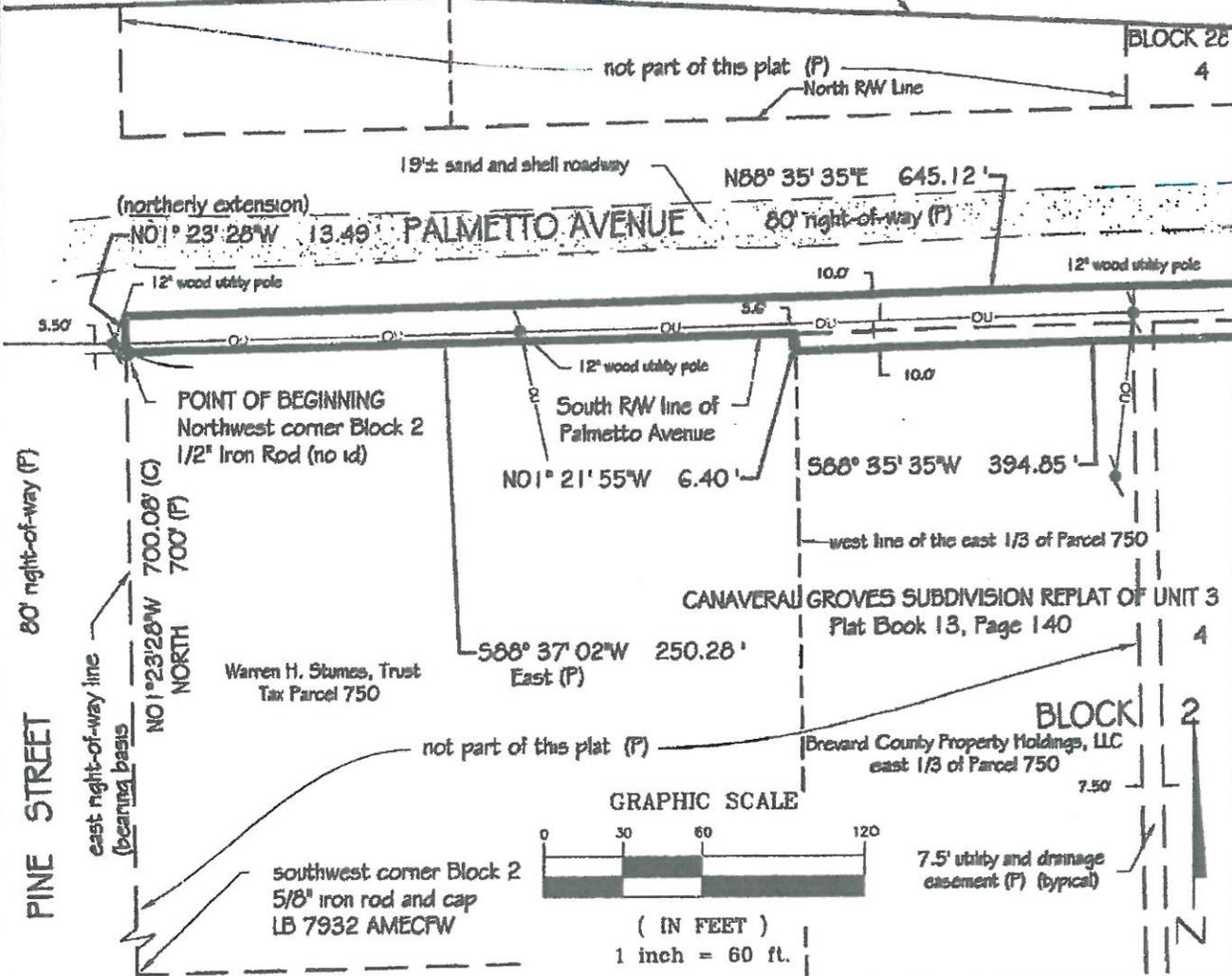
SECTION 9, TOWNSHIP 24 SOUTH, RANGE 35 EAST

PURPOSE: Electric Power Easement

State Road 528

southerly limited access right-of-way line
of S.R. 528 per FDOT RW Map Section
F.P. No. 405506.5

see sheet 3 of 3



PROJECT TITLE:
Sketch and Description of a portion of Palmetto Avenue and certain adjacent lands in
Canaveral Groves Subdivision Replat of Unit 3
Plat Book 13, Page 140, Brevard County, Florida

Amec Foster Wheeler Environment & Infrastructure, Inc.

76 East Amelia Street, Suite 200
Orlando, FL 32801 USA
Phone: (407) 522-7570
Fax: (407) 522-7576

Certificate of Authorization Number LB-0007932

DATE	BY	REVISION	DESCRIPTION

DRAWN BY: P.E.W. QND. BY: R.M.J.
DATE: Feb/18/2016 DATE: Feb/18/2016

JOB No. 6374.15.0004 SCALE: 1" = 60' SHT. 2
OF 3

DRAWING NAME: Vacation of Palmetto Avenue Utility.dwg



UTILITY EASEMENT

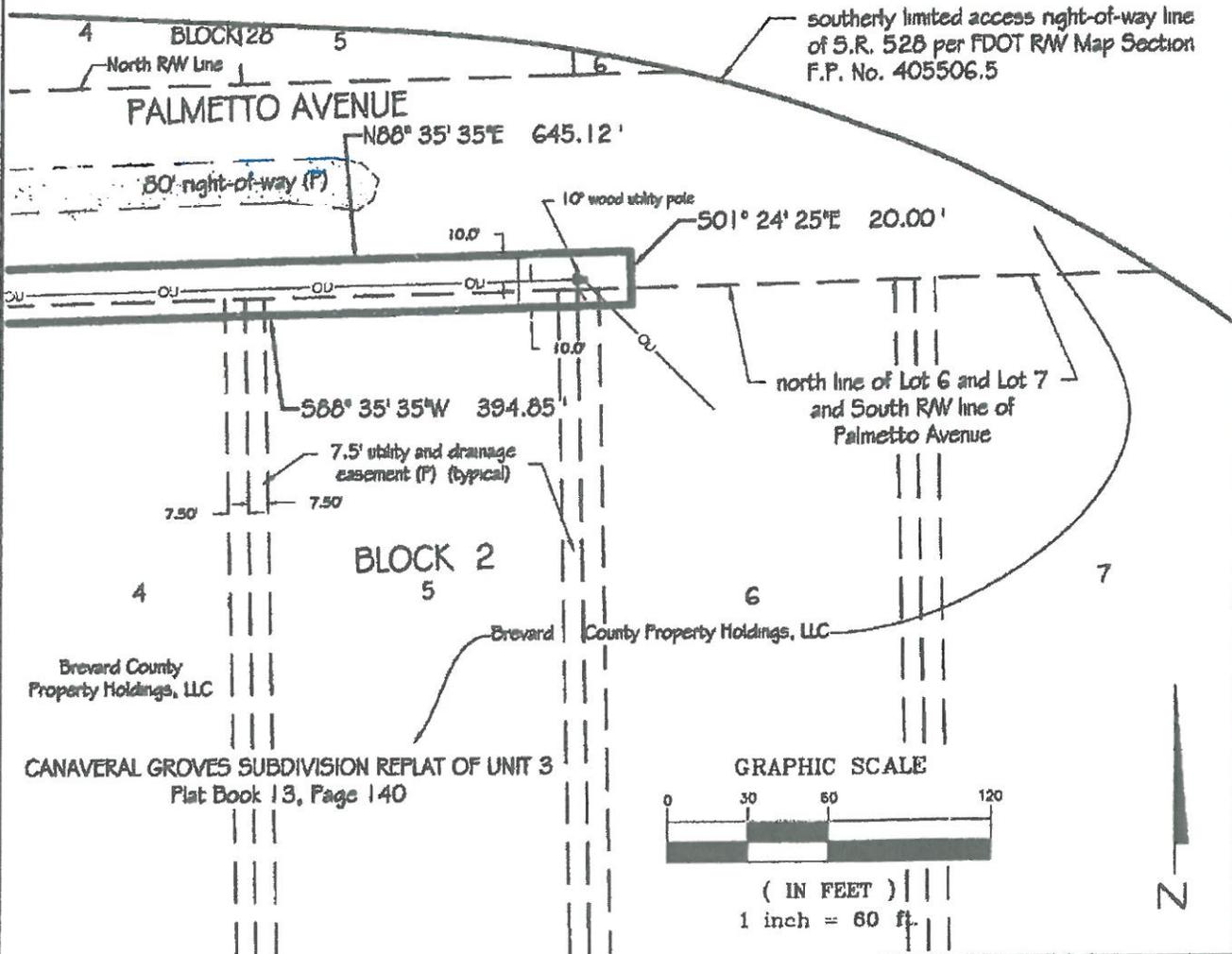
SHEET 3 OF 3
NOT VALID WITHOUT
SHEET 1 and
SKETCH ON SHEET 2

SECTION 9, TOWNSHIP 24 SOUTH, RANGE 35 EAST

PURPOSE: Electric Power Easement

see sheet 2 of 3

State Road 528



PROJECT TITLE:
Sketch and Description of a portion of Palmetto Avenue and certain adjacent lands in Canaveral Groves Subdivision Replat of Unit 3 Plat Book 13, Page 140, Brevard County, Florida

DATE	BY	DESCRIPTION
REVISION		
DRAWN BY:	P.E.W.	CHKD. BY: R.M.J.
DATE:	Feb/16/2016	DATE: Feb/16/2016
JOB No.	SCALE:	SHT. OF
6376.16.0066	1" = 60'	3 OF 3
DRAWING NAME: Location of Palmetto Avenue Utility.dwg		



Amec Foster Wheeler Environment & Infrastructure, Inc.
75 East Amelia Street, Suite 200
Orlando, FL 32801 USA
Phone: (407) 622-7570
Fax: (407) 622-7576
Certificate of Authorization Number LB-0007832

Meeting Date
1/10/2017



AGENDA	
Section	New Business
Item No.	III, D.1.

AGENDA REPORT
BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS

SUBJECT:	Request for Executive Session: <i>Deer Park Ranch, Ltd. v. Brevard County Solid Waste Management Department and Department of Environmental Protection, 16-3549 and Farmland Reserve, Inc., d/b/a Deseret Ranches of Florida v. Brevard County Solid Waste Management Department and Department of Environmental Protection, 16-3550</i>
DEPT/OFFICE:	County Attorney's Office

Requested Action:
It is requested that the Board approve the cost of advertising for, and the scheduling of, an attorney-client meeting to be held on January 24, 2017 at the conclusion of the regular meeting of the Board of County Commissioners, pursuant to section 286.01 1 (8), Florida Statute, for the purpose of discussing settlement negotiations in the pending cases *Deer Park Ranch, Ltd. v. Brevard County Solid Waste Management Department and Department of Environmental Protection, 16-3549 and Farmland Reserve, Inc., d/b/a Deseret Ranches of Florida v. Brevard County Solid Waste Management Department and Department of Environmental Protection, 16-3550*.

Summary Explanation & Background:
The County Attorney is advising that he is requesting an attorney-client meeting with the Board of County Commissioners to discuss the cases styled *Deer Park Ranch, Ltd. v. Brevard County Solid Waste Management Department and Department of Environmental Protection, 16-3549 and Farmland Reserve, Inc., d/b/a Deseret Ranches of Florida v. Brevard County Solid Waste Management Department and Department of Environmental Protection, 16-3550* because he desires advice concerning settlement offers. The subject matter of the meeting shall be confined to litigation strategy and settlement negotiations.

Present at the attorney-client private session will be as follows:
Rita Pritchett, County Commissioner District 1
Jim Barfield, County Commissioner, District 2
John Tobia, County Commissioner, District 3
Curt Smith, County Commissioner, District 4
Kristine Isnardi, County Commissioner, District 5
Stockton Whitten, County Manager
Scott L. Knox, County Attorney
Christine Lepore, Assistant County Attorney
David S. Dee, Esq., Gardner, Bist, Bowden, Bush, Dee, LaVia & Wright, P.A. (outside counsel)
Euripides Rodriguez, Solid Waste Management Department Director
Margaret Eddy-Sheffield, King Reporting Services, Inc.
Fiscal Impact: Cost of advertisement
Fund/ Account/Cost Code: 200500/000 I
Contact Person/Phone/Email: Christine Lepore, 633-2090, christine.lepore@brevardfl.gov

Clerk to the Board Instructions:
Exhibits Attached:

Contract /Agreement (If attached):	Reviewed by	Yes	<input type="checkbox"/>	N	<input type="checkbox"/>	PR	<input type="checkbox"/>
County Attorney				o			
County Manager		Assistant County Manager		Department Director / Extension			
Stockton Whitten		Assistant County Manager					

Meeting Date
Jan 10, 2017



AGENDA	
Section	New Business
Item No.	III, F, 1,

AGENDA REPORT
BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS

SUBJECT:	Request for grant for the Veterans Memorial that is part of and adjacent to the new World Class Veterans Medical Center at Lake Nona (HQ for Viera VA Clinic). WWW.VeteransMemorialLakeNona.org
DEPT/OFFICE:	Citizen Request / Donn Weaver ((757-871-6576, JDWeaver@cfl.rr.com) Jerry Pierce (407-520-6925, Jerry@rewonline.com)

Requested Action:
Request approval of grant for maintenance, upkeep, and operation of Central Florida Veterans Memorial Park to include creation and on going maintenance of mobile interactive biographies of names of Fallen from Brevard County and for conducting events to honor the Fallen from Brevard and to provide a place of healing for friends and families visiting the new VA Medical Center at Lake Nona.

Summary Explanation & Background:

Central Florida Veterans Memorial Park Foundation, Inc and it's affiliate Central Florida Veterans, Inc. began a long, but successful effort in the year 2005 to get U.S. Congress to approve a site and funding for the creation of new World Class Veterans Medical Center to provide services for the over 300,000 veterans in Brevard, Lake, Osceola, Orange, Seminole and Volusia Counties. Veterans from Brevard are in the process of using the services of this new VAMC at Lake Nona Medical City.

In the year 2010 the same group of veterans said "we aren't done yet". We need to build a World Class Veterans Memorial Park as a focal point of the VAMC to honor the Fallen from the six counties served by the new VAMC, but also as a place of healing located adjacent to a lake and Chapel for friends and families of the Fallen, and also as a place of education as to the price of freedom that freedom is not free. **This is the only Veterans Memorial adjacent to and part of a VA Medical Center in the entire country. It is not just another memorial.** Members of the board of the foundation collectively contributed over a million dollars of their own money plus substantial in kind contributions. Board members serve without compensation.

After substantial private contributions five of the other six counties served by the new VAMC and the City of Orlando each voted unanimously to contribute also as follows:

Lake County	\$ 25,000	Seminole County	150,000
Orange County	500,000	Volusia County	25,000
Osceola County	75,000	City of Orlando	220,000

Total \$ 995,000 of county and city donations
Thank You. Central Florida Veterans Memorial Park Foundation, Inc. 501(c)3
P.O. Box 4303, Winter Park, Florida 3279-4303
Jerry E. Pierce, 407-529-6925 c

Clerk to the Board Instructions:

Exhibits Attached: *A*

Contract /Agreement (If attached): Reviewed by County Attorney Yes No PR

County Manager	Assistant County Manager	Department Director / Extension
Stockton Whitten	Assistant County Manager	

NUMBER OF NAMES FOR MEMORIAL & POPULATION DATA



7/10/2016

	Brevard	Lake	Orange	Osceola	Seminole	Volusia	TOTALS
WWI	16	28	33	10	17	29	133
WWII	48	67	258	17	50	115	555
Korean War	7	4	29		2	22	64
Vietnam	79	17	162	6	24	46	334
Gulf War	1	1				1	3
Enduring Freedom	8	2	9		6	5	30
Iraqi Freedom	10	5	17	1	4	6	43
Total Names on Memorial as of May 30, 2016	169	124	508	34	103	224	1162
Veterans Living in each County, per 2010 census	75,188	42,112	89,634	17,606	33,688	58,883	317,111
Population	543,376	297,052	1,145,956	268,685	422,718	494,593	3,172,380
Per Cent Living Veterans	13.84%	14.18%	7.82%	6.55%	7.97%	11.91%	10.00%
FY 2015/16 Budgets in millions rounded	\$ 1,022.8	\$ 276.2	\$ 3,604.7	\$ 1,096.4	\$ 708.40	\$ 456.20	\$ 7,164.70
\$ Budget/resident/population (Total Population)	\$ 1,882.31	\$ 929.80	\$ 3,145.58	\$ 4,080.61	\$ 1,675.82	\$ 922.37	\$ 2,258.46
Donation for Memorial Donation per Fallen	\$ 0	\$ 25,000	\$ 500,000.00	\$ 75,000.00	\$ 150,000.00	\$ 25,000.00	\$ 775,000.00
City of Orlando Budget, Millions	401.6						
City of Orlando Donation	\$220,000						

Data assembled from
Wikipedia, Dept of Defense records, and
2010 Census Data projections and county web sites (budgets)

WWW.CFVMPF.org
WWW.Facebook.com/cfvmpf

Lewis, Sally A

From: Jerry Pierce <jerry.pierce@rewoonline.com>
Sent: Friday, December 09, 2016 11:49 AM
To: Lewis, Sally A
Cc: JDWeaver; Jim Donovan
Subject: Agenda Report for January 10, 2017 Board of Commissioners Meeting
Attachments: Brevard County Request for Grant at Jan 10, 2017 Meeting.pdf

Follow Up Flag: Follow up
Due By: Thursday, January 05, 2017 10:00 AM
Flag Status: Flagged

Categories: Agendas

Hi Sally,

As a follow up to our conversation as of a couple of weeks ago, attached is the request for approval of a grant for presentation at the January 10, 2017 Board of Commissioners Meeting. I've checked with Donn Weaver and he has confirmed that this date is good for him and I have time set aside also, so hopefully we can get this done. Thank you for all your help and patience.

Please let me know that you got this and that we are scheduled on the meeting agenda. Thank you and have a great day and super Holiday Season.

Best regards, Jerry

Jerry E. Pierce,
Member Board and fmr Chair Cent. Fl. Vet. Mem. Pk, Fdn. (www.VeteransMemorialLakeNona.org)
407-529-6925 cell
407-679-9004 REW office

Meeting Date
January 10, 2017



AGENDA	
Section	New Business
Item No.	V I F 2

AGENDA REPORT
BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS

SUBJECT:	Request to advertise public hearing on Ordinance relating to lobbyist registration.
DEPT/OFFICE:	District 3 Commissioner, John Tobia

Requested Action:
 It is requested that the Board of County Commissioners authorize the County Manager's office to advertise a public hearing, to be held on the January 24, 2017 board meeting, on the attached ordinance relating to lobbyists registration. The ordinance specifically sets forth standards and conditions regarding registration and tracking of lobbyists and lobbyist activities.

Summary Explanation & Background:

Legislative Intent

The purpose of the ordinance is to set forth standards and conditions regarding the required registration of lobbyists engaging in lobbying activities with County officers and employees. The ordinance provides definitions, a process to track lobbyists and lobbying activities relating to their principals, as well as the range of compensation provided for such lobbying activities. In addition, the ordinance provides for the impact and effect on government action if a lobbyist fails to comply with the ordinance, as well as an investigation and notification process relating to violations. The ordinance also provides progressive penalties for violations of the ordinance.

Fiscal Impact: N/A at this time

Clerk to the Board Instructions:

Exhibits Attached: Proposed ordinance and public hearing advertisement.

Contract /Agreement (If attached): Reviewed by County Attorney Yes No PR

County Manager	Assistant County Manager	Department Director / Extension D3 Commissioner
Stockton Whitten	Assistant County Manager	

ORDINANCE NO. 2017-_____

AN ORDINANCE OF BREVARD COUNTY, FLORIDA RELATING TO LOBBYING; CREATING A NEW CHAPTER IN THE BREVARD COUNTY CODE OF ORDINANCES, CHAPTER 72, “LOBBYING”; PROVIDING FOR THE REGISTRATION OF LOBBYISTS; PROVIDING DEFINITIONS; CREATING A REGISTRATION PROCESS FOR LOBBYISTS; ESTABLISHING A PROCESS TO TRACK LOBBYISTS, LOBBYING ACTIVITIES, AND FUNDING FOR LOBBYING ACTIVITIES; PROVIDING FOR IMPACT OF FAILURE TO COMPLY ON GOVERNMENT ACTION; OUTLINING AN INVESTIGATION AND NOTIFICATION PROCESS FOR VIOLATIONS; PROVIDING FOR PENALTIES; PROVIDING FOR CONFLICTING PROVISIONS; PROVIDING FOR INCLUSION IN THE BREVARD COUNTY CODE OF ORDINANCES; PROVIDING FOR SEVERABILITY; AND, PROVIDING FOR AN EFFECTIVE DATE.

Section 1. Creation, Findings and Intent. Chapter 72 of the Brevard County Code of Ordinances is hereby created. The Board of County Commissioners of Brevard County, Florida, hereinafter referred to as the “Board,” hereby determines and declares that the operation of responsible government is to work for the benefit of citizens of Brevard County, hereinafter referred to as the “County.” In order to preserve and maintain the integrity of the governmental decision-making process, the Board finds it appropriate to require public registration and disclosure of the identity of certain persons and entities engaging in, or attempting to engage in, efforts to influence government action. The intent of the Board in adopting this Ordinance is to protect citizens’ rights guaranteed by the First Amendment to the United States Constitution to speak, publish, and petition governmental officials, while at the same time protecting citizens’ rights to open government as guaranteed by Article I, Sec. 24 of the Florida Constitution. In balancing the important yet competing rights of its citizens protected by both the Federal and State Constitutions, and to promote transparency and honesty in government, the Board finds it necessary to require disclosure of certain activities related to lobbying as more fully set forth herein.

Section 2. Construction. This Ordinance shall be broadly construed to affect its purpose of preserving transparent and ethical government for the benefit of all citizens of the County.

Section 3. Authority. Pursuant to Art. VIII, Section 1 of the Florida Constitution; Chapter 125, Florida Statutes; and Section 112.3148(2)(b), Florida Statutes, the Board is authorized to establish by ordinance a registration process for lobbyists. The Board finds that the registration process within this Ordinance fosters open government and serves to promote and protect governmental integrity.

Section 4. Definitions. As used in this Ordinance, unless the context otherwise requires:

Board or County Commission means the Board of County Commissioners of Brevard County, Florida as well as the governing body, collegial board, or board of directors of any other decision-making board, advisory board, or advisory committee.

Compensation includes any payment or in-kind services or property received, or to be received, by a lobbyist for the performance of lobbying activities, whether in the form of a fee, salary, retainer, forbearance, forgiveness, any other form of valuable recompense, or any combination thereof.

County means Brevard County, Florida.

County employee or employee means all personnel employed by the County, including, but not limited to:

- (1) the County Manager and Assistant County Managers;
- (2) the County Attorney, Deputy County Attorneys, and Assistant County Attorneys;
- (3) Executive directors of entities under the jurisdiction of the Board; and
- (4) County department directors, assistant directors, or division directors.

County fiscal year means the period between October 1 in any year and September 30 of the following year.

County officer means any elected or appointed County official or County employee serving on a County decision-making board, advisory board, or advisory committee, including any County Commissioner or County Commission staff member serving on such a board or committee.

Decision-making board, advisory board, or advisory committee means the voting members of:

- (1) any elected County board, including the Brevard County Board of County Commissioners, or
- (2) any collegial body engaged in the decision-making process on issues or matters within the jurisdiction or authority of the County Commission where
 - a. such collegial body acts in the role of either a final decision-maker under authority lawfully delegated by the County Commission or in an advisory role to the County Commission; and

- b. the majority of the voting members of such collegial body is appointed by the County Commission; an individual County Commissioner; the County Manager; a combination of the County Commission and one or more individual County Commissioners; or a combination of the County Commission and another local government entity within Brevard County.

Government action means any legislative, quasi-judicial, or administrative matter that may foreseeably be considered and acted upon by a decision-making or advisory board, but shall not include an action which is ministerial in nature.

Lobbying or Lobbying activities means any communication, whether oral or written, direct or indirect, from a lobbyist made to any member or members of any decision-making or advisory board or County officer in a location other than a duly noticed and recorded public meeting or public hearing where such communication is intended to or could reasonably be expected to encourage or influence the passage, defeat, or modification of any agenda item or County action which may (1) foreseeably come before a decision-making or advisory board for a vote or other formal action or (2) before a County official for an administrative approval or action.

Lobbying firm means a business entity, including any entity consisting of an individual lobbyist that receives, agrees to receive or is entitled to receive any compensation for the purpose of lobbying, whether through a partner, owner, officer, or employee of the business.

Lobbyist means any person, firm, corporation, partnership, limited liability company, or any other legal entity who or which receives compensation from a person for in lobbying or lobbying activities on behalf of that person. "Lobbyist" does not include:

- (1) a County officer, County employee, or any other person affiliated with the County while acting in his or her official capacity or in connection with his or her official job responsibilities;
- (2) any County officers or employees who are acting in their official capacity or in the normal course of their duties;
- (3) a person who only addresses the Board or an advisory board during a publicly held meeting, including, but not limited to, the following portions: consent agenda; public comment; new business; or, unfinished business;
- (4) a person or entity requested or compelled by a County officer, County employee or by a decision-making or advisory board member to appear before a decision-making or advisory board; or
- (5) a person or entity, including an expert witness, who does not meet with an individual County officer or County employee

prior to a meeting of the decision-making or advisory board considering a matter or measure but later appears before a decision-making or advisory board to present or give factual or opinion testimony about that matter or measure.

Person means any natural person or any sole proprietor, corporation, partnership, limited liability company, joint venture, trust, or other legal entity in whatever form it has been created or named.

Principal means the person, firm, corporation, or other entity which has employed or retained a lobbyist.

Registration statement means a document maintained on the County website for the purposes of lobbyist registration containing:

- (1) the lobbyist's name, phone number, mailing address, and email address;
- (2) the name, phone number, and address of each principal represented;
- (3) the date of submission;
- (4) an oath or affirmation attesting that the information contained in the registration statement is true to the best of the lobbyist's knowledge and belief.

Section 5. Registration of Lobbyists.

(a) *General Requirements.* Prior to engaging in lobbying directed to any County officer, County employee, decision-making board, advisory board, or advisory committee, a lobbyist shall fill out the registration statement maintained on the Brevard County website in the form of a written declaration conforming with Section 92.525, Florida Statutes, a copy of which form is incorporated into this Ordinance as Form A(1). In order to continue lobbying activities in any succeeding years, such registration statement must be renewed annually before October 1 in each year. Hard copies of registration statement forms may also be provided by the County Manager, or his/her designee, to any lobbyist requesting the same, provided the completed form is maintained as a PDF document on the County's website.

(b) *Corrections and/or Amendments.*

- (1) A registration statement may be corrected or amended by the registrant at any time within ten (10) days prior to the hearing date on a matter for which registration was required by the submission of a subsequent registration statement and oath setting forth the correct or additional information that the registrant wishes to place on file. The substance of the correction or amendment and a note that the subsequent registration statement corrects or amends the lobbyist's previous registration statement shall be inserted in the body of the amended statement. In order to

amend his or her lobbyist registration form, a lobbyist can either use Form A(2), which is incorporated into this Ordinance, or submit a strikethrough/underline version of their registration form.

- (2) A lobbyist shall amend the registration statement prior to engaging in any lobbying activities on behalf of any principal not listed on the registration statement or if any material fact changes related to a specific principal, including, but not limited to, the issues and purpose for which the registration statement was submitted.
- (c) *Expiration of Registration Statement.* Registration statements are effective from October 1 of a given year to September 30 of the following year.
- (d) *Registration Fee.* All lobbyists shall, at the time of initial registration pay a registration fee, in an amount provided for by Board resolution, payable to Brevard County. No lobbyist shall be required in any County fiscal year to pay more than the amount specified by resolution, regardless of the number of principals represented and/or amendments filed.
- (e) *Registration.*
 1. Following Brevard County's receipt of official acknowledgement from the Office of Secretary of State of Florida that this Ordinance has been filed with said office, all lobbyists who are actively involved in lobbying or lobbying activities during the current County fiscal year shall be given thirty (30) days to file the registration form and submit the registration fee required by this Ordinance. Active lobbyists who fail to register within this 30-day period will be subject to the penalty provisions outlined in this Ordinance. This registration fee shall only be valid through September 30, 2017.
 2. Every person who desires to qualify as an active lobbyist during the current County fiscal year or at any time during an upcoming County fiscal year shall, prior to October 1 of that fiscal year, must register and pay the annual lobbying registration fee, as established by resolution, to the County Manager's Office.
- (f) *List of Current Lobbyists.* The County Manager's Office shall maintain a current list of registered lobbyists and the registration statements required under this Ordinance, all of which shall be open for public inspection.

Section 6. Record of Contacts.

- (a) A lobbyist is prohibited from lobbying any County officer or County employee without signing a digital visitor log located and maintained on the County website within twenty-four (24) hours of meeting with or lobbying such County officer or employee.
- (b) When filling out a digital visitor contact log, the lobbyist shall provide: the lobbyist's name; the principal's name, the name of the County officer or employee contacted; any additional participants present at the meeting; the mode of communication (in person or

telephonic); the meeting date; the location of the meeting; and the subject of the meeting. The log shall be in substantially the format of Form C attached to this Ordinance.

- (c) Each County officer and employee who has a reasonable belief that a non-registered lobbyist has engaged that officer or employee in lobbying activity shall notify the County Manager's Office.
- (d) The County Manager's Office shall make digital visitor contact logs available for public inspection on the County website.

Section 7. Compensation Reports.

- (a) Annually on or before September 30, all lobbyists shall submit to the County Manager's Office a statement signed under oath listing total compensation ranges received by the lobbyist from each principal for lobbying activities involving the lobbyist's contact with County officers and/or County employees during the preceding calendar year. The County Manager's Office shall maintain the compensation reports in a manner which shall be open for public inspection online.
- (b) Any lobbyist that fails to file the compensation report on or before September 30, in addition to any other penalty provided for herein, shall not be permitted to re-register as a lobbyist or to engage in any further lobbying activities until the lobbyist complies with the provisions of this section.

Section 8. Validity of Action.

- (a) The validity of any action taken by any Board or a County employee, shall not be affected by the failure of any person to comply with the provisions of this Ordinance unless:
 - 1. a decision-making board determines that a lobbyist was lobbying on a matter for which the lobbyist failed to record a contact with a County officer or County employee; and
 - 2. during the meeting at which an action on that matter is taken, a decision-making board, advisory board, or advisory committee specifically denies, invalidates or reconsiders and rescinds an action on the matter which involved undisclosed lobbying activities.
- (b) At the time of preparation of each agenda report, the County Manager or his/her designee shall be responsible for indicating on that agenda report whether or not a lobbyist has recorded a contact on the matter coming before the Board.

Section 9. Investigation of Violations. Any violations of this Ordinance shall be reported to the County Manager's Office. The County Manager, or his or her designee, shall be informed of any person engaged in lobbying activities who has failed to comply with any requirements of this Ordinance, including the requirement to file an amended registration statement. The County Manager, or his or her designee, shall conduct an investigation he or she

deems necessary under the circumstances. The results of each investigation shall be reported to the Board.

Section 10. Notice of Violation. If the County Manager, or his or her designee, determines that any person engaged in, or attempting to engage in, lobbying or lobbying activities has failed to comply with the requirements of this Ordinance, a notice of violation shall be sent to the violator by regular mail and by certified mail, return receipt requested. The notice shall inform the person(s) or entity(ies) of the requirements of this Ordinance, outline the process by which the violator can comply with the Ordinance, and provide the violator with the right to contest the violation. Such a notice shall not be a condition precedent to a Board taking an action described in Section 8 if such a violation is determined before or during a meeting of the Board. A lobbyist shall be allowed to resume lobbying or lobbying activities once he or she complies with the provisions of this Ordinance.

Section 11. Penalties.

- (a) A first violation of the provisions of this Ordinance shall result in the issuance of a warning to the lobbyist by the County Manager's Office.
- (b) A second violation within a period of twelve (12) months shall be punishable by a fine imposed on the lobbyist in the amount of \$250.00.
- (c) A third violation within a period of twelve (12) months shall result in the violator being prohibited from lobbying for six (6) months.
- (d) A fourth violation within a period of twelve (12) months shall result in the violator being prohibited from lobbying for twelve (12) months.
- (e) The County Manager, or his or her designee, shall notify all affected County personnel should a lobbyist be suspended under this section.
- (f) Each incident of a lobbyist engaging in lobbyist activities with a County officer or County employee while prohibited from doing so under the terms of this Ordinance shall constitute a separate violation.
- (g) The initial notice of violation and the fine shall be enforced through the County's Code Enforcement process as outlined Chapter 2, Article VI, Division 2 of the Brevard County Code of Ordinances.
- (h) Appeals of suspensions or prohibitions shall be made to the Board.

Section 12. Conflict. Unless preempted by state or federal law, to the extent that the provisions of this Ordinance are more stringent than those of State law, then this Ordinance shall apply. In the case of a direct conflict between any provision of this Ordinance and a provision of any Federal, State, or County law, rule, or regulation, the more restrictive shall apply.

Section 13. Inclusion in Code. It is the intention of the Board that the provisions of this Ordinance shall become and be made part of the Brevard County Code of Ordinances; and that the sections of this chapter may be renumbered or re-lettered and that the word "Ordinance" may

be changed to “Chapter,” “Section,” “Article,” or such other appropriate word or phrase in order to accomplish such intentions.

Section 14. Severability. If any provision of this Ordinance or application thereof to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of this Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared severable.

Section 15. Effective Date. This Ordinance shall become effective upon filing with the Office of Secretary of State of Florida.

DONE, ORDERED, AND ADOPTED in Regular Session, this ____ day of _____, 2017.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
OF BREVARD COUNTY, FLORIDA

By: Scott Ellis, Clerk of Court

By: Curt Smith, Chairman
(as approved by the Board on _____)



BOARD OF COUNTY COMMISSIONERS

FORM A(1)

ANNUAL LOBBYIST REGISTRATION STATEMENT

FOR THE PERIOD OCTOBER 1, _____ THRU SEPTEMBER 30, _____

LOBBYIST NAME _____ DATE _____
PHONE NUMBER _____ EMAIL ADDRESS _____
MAILING ADDRESS _____

LIST THE NAME, PHONE NUMBER, AND ADDRESS OF EACH PRINCIPAL REPRESENTED.

- 1) NAME: _____
PHONE: _____
ADDRESS: _____
- 2) NAME: _____
PHONE: _____
ADDRESS: _____
- 3) NAME: _____
PHONE: _____
ADDRESS: _____
- 4) NAME: _____
PHONE: _____
ADDRESS: _____
- 5) NAME: _____
PHONE: _____
ADDRESS: _____
- 6) NAME: _____
PHONE: _____
ADDRESS: _____
- 7) NAME: _____
PHONE: _____
ADDRESS: _____

STATE OF FLORIDA
COUNTY OF BREVARD

UNDER PENALTIES OF PERJURY, I declare that I have read the foregoing information and that the facts stated in it are true to the best of my knowledge and belief. I further certify and acknowledge that I understand that it is my responsibility to file my annual statements and that I will not be notified by the County Manager's Office of my failure to do so.

DATED this _____ day of _____

Lobbyist signature

SWORN TO AND SUBSCRIBED before me this _____ day of _____

My commission expires: _____

Notary Public



FORM A(2)

BOARD OF COUNTY COMMISSIONERS

AMENDMENT TO LOBBYIST REGISTRATION STATEMENT

FOR THE PERIOD OCTOBER 1, _____ THRU SEPTEMBER 30, _____

LOBBYIST NAME _____ DATE _____
PHONE NUMBER _____ EMAIL ADDRESS _____
MAILING ADDRESS _____
REASON FOR AMENDMENT _____

IF NECESSARY, PROVIDE THE FOLLOWING INFORMATION FOR ANY ADDITIONAL PRINCIPAL(S) REPRESENTED.

- 1) NAME: _____ PHONE: _____ ADDRESS: _____
2) NAME: _____ PHONE: _____ ADDRESS: _____
3) NAME: _____ PHONE: _____ ADDRESS: _____
4) NAME: _____ PHONE: _____ ADDRESS: _____
5) NAME: _____ PHONE: _____ ADDRESS: _____
6) NAME: _____ PHONE: _____ ADDRESS: _____

STATE OF FLORIDA
COUNTY OF BREVARD

UNDER PENALTIES OF PERJURY, I declare that I have read the foregoing information and that the facts stated in it are true to the best of my knowledge and belief. I further certify and acknowledge that I understand that it is my responsibility to file my annual statements and that I will not be notified by the County Manager's Office of my failure to do so.

DATED this _____ day of _____ Lobbyist signature

SWORN TO AND SUBSCRIBED before me this _____ day of _____

My commission expires: _____ Notary Public



FORM B

BOARD OF COUNTY COMMISSIONERS

ANNUAL LOBBYING COMPENSATION REPORT

FOR THE PERIOD _____ THRU _____

LOBBYIST NAME _____ DATE _____
PHONE NUMBER _____ EMAIL ADDRESS _____
MAILING ADDRESS _____

(1) PRINCIPAL NAME _____
ADDRESS _____

Compensation ranges (check applicable range):

- ___ \$0.01 - \$5,000.00
- ___ \$5,000.01 - \$10,000.00
- ___ \$10,000.01 - \$20,000.00
- ___ \$20,000.01 - \$50,000.00
- ___ \$50,000.01+

(2) PRINCIPAL NAME _____
ADDRESS _____

Compensation ranges (check applicable range):

- ___ \$0.01 - \$5,000.00
- ___ \$5,000.01 - \$10,000.00
- ___ \$10,000.01 - \$20,000.00
- ___ \$20,000.01 - \$50,000.00
- ___ \$50,000.01+

(3) PRINCIPAL NAME _____
ADDRESS _____

Compensation ranges (check applicable range):

- ___ \$0.01 - \$5,000.00
- ___ \$5,000.01 - \$10,000.00
- ___ \$10,000.01 - \$20,000.00
- ___ \$20,000.01 - \$50,000.00
- ___ \$50,000.01+

(4) PRINCIPAL NAME _____
ADDRESS _____

Compensation ranges (check applicable range):

- ___ \$0.01 - \$5,000.00
- ___ \$5,000.01 - \$10,000.00
- ___ \$10,000.01 - \$20,000.00
- ___ \$20,000.01 - \$50,000.00
- ___ \$50,000.01+

(5) PRINCIPAL NAME _____
ADDRESS _____
Compensation ranges (check applicable range):
___ \$0.01 - \$5,000.00
___ \$5,000.01 - \$10,000.00
___ \$10,000.01 - \$20,000.00
___ \$20,000.01 - \$50,000.00
___ \$50,000.01+

(6) PRINCIPAL NAME _____
ADDRESS _____
Compensation ranges (check applicable range):
___ \$0.01 - \$5,000.00
___ \$5,000.01 - \$10,000.00
___ \$10,000.01 - \$20,000.00
___ \$20,000.01 - \$50,000.00
___ \$50,000.01+

(7) PRINCIPAL NAME _____
ADDRESS _____
Compensation ranges (check applicable range):
___ \$0.01 - \$5,000.00
___ \$5,000.01 - \$10,000.00
___ \$10,000.01 - \$20,000.00
___ \$20,000.01 - \$50,000.00
___ \$50,000.01+

STATE OF FLORIDA
COUNTY OF BREVARD

UNDER PENALTIES OF PERJURY, I declare that I have read the foregoing information and that the facts stated in it are true to the best of my knowledge and belief. I further certify and acknowledge that I understand that it is my responsibility to file my annual statements and that I will not be notified by the County Manager's Office of my failure to do so.

DATED this _____ day of _____

County Manager or Designee

Lobbyist

SWORN TO AND SUBSCRIBED before me this _____ day of _____

My commission expires: _____

Notary Public



FORM C
(information to be submitted online)

LOBBYIST DIGITAL VISITOR CONTACT LOG

By way of illustration, the information below must be submitted by the lobbyist within twenty-four (24) hours of lobbying a County officer or County employee. The digital visitor contact log is located on the County website.

LOBBYIST NAME	PRINCIPAL NAME	COUNTY OFFICER/EMPLOYEE CONTACTED	OTHER PARTICIPANTS	MODE OF COMMUNICATION (in person or telephonic)	MEETING DATE	MEETING TIME	MEETING PLACE	SUBJECT OF MEETING

RESOLUTION NO. 2017-_____

RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA, ESTABLISHING A LOBBYIST REGISTRATION FEE.

WHEREAS, pursuant to Section 72-5 of the Brevard County Code of Ordinances, lobbyists are required to register with Brevard County (the “County”) prior to engaging in lobbying or lobbying activities; and

WHEREAS, Section 72-5(d) of the Brevard County Code of Ordinances provides that the Brevard County Board of County Commissioners may establish a lobbyist registration fee by resolution; and

WHEREAS, the lobbyist registration fee shall be used to offset the cost(s) of recording, transcription, administration, or any other costs incurred in compiling and maintaining lobbyist records and making them available to the public;

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA, that:

Section 1. Establishment of Lobbyist Registration Fee. In order to lobby County officers and/or County employees, each lobbyist shall be required to pay the sum of two hundred and fifty dollars (\$250.00) for each County fiscal year. No lobbyist shall be required in any County fiscal year to pay more than \$250.00, regardless of the number of principals represented and/or amendments filed.

Section 2. Initial Registration Fee. Following Brevard County’s receipt of official acknowledgement from the Office of Secretary of State of Florida that this Ordinance has been filed with said office, all lobbyists who are or desire to be actively involved in lobbying or lobbying activities during the current County fiscal year shall be given thirty (30) days grace period to file the registration form and submit the registration fee required by this Ordinance. This initial registration fee shall only be valid through September 30, 2017.

Section 3. Subsequent Registration Fees. After the Initial Registration, every person who desires to qualify as an active lobbyist at any time during an upcoming County fiscal year shall, prior to October 1 of that fiscal year, pay the annual lobbying registration fee of \$250.00 to the County Manager’s Office.

Section 4. Failure to Pay. No person shall be permitted to lobby any County officer or County employee until the \$250.00 registration fee has been paid. If lobbying or lobbying activities are conducted by a person that has not paid their registration fee, he or she shall be in violation of Section 72-5 of the County Code of Ordinances and shall be punished in accordance with Section 72-11 of the County Code of Ordinances.

Section 4. Effective Date. This Resolution shall take effect on the _____ day of _____, 2017.

DONE, ORDERED, AND ADOPTED in session the _____ day of _____, 2017.

ATTEST

BREVARD COUNTY BOARD OF
COUNTY COMISSIONERS

Scott Ellis, Clerk

Curt Smith, Chairman
(As approved by the Board of County
Commissioners on ___/___/___)

ORDINANCE NO. 2017-____

AN ORDINANCE OF BREVARD COUNTY, FLORIDA RELATING TO LOBBYING; CREATING A NEW CHAPTER IN THE BREVARD COUNTY CODE OF ORDINANCES, CHAPTER 72, "LOBBYING"; PROVIDING FOR THE REGISTRATION OF LOBBYISTS; PROVIDING DEFINITIONS; CREATING A REGISTRATION PROCESS FOR LOBBYISTS; ESTABLISHING A PROCESS TO TRACK LOBBYISTS, LOBBYING ACTIVITIES, AND FUNDING FOR LOBBYING ACTIVITIES; PROVIDING FOR IMPACT OF FAILURE TO COMPLY ON GOVERNMENT ACTION; OUTLINING AN INVESTIGATION AND NOTIFICATION PROCESS FOR VIOLATIONS; PROVIDING FOR PENALTIES; ~~PROVIDING FOR THE INCORPORATION OF FLORIDA'S ETHICS LAWS~~; PROVIDING FOR CONFLICTING PROVISIONS; PROVIDING FOR INCLUSION IN THE BREVARD COUNTY CODE OF ORDINANCES; PROVIDING FOR SEVERABILITY; AND, PROVIDING FOR AN EFFECTIVE DATE.

Section 1. Creation, Findings and Intent. Chapter 72 of the Brevard County Code of Ordinances is hereby created. The Board of County Commissioners of Brevard County, Florida, hereinafter referred to as the "Board," hereby determines and declares that the operation of responsible government is to work for the benefit of citizens of Brevard County, hereinafter referred to as the "County." In order to preserve and maintain the integrity of the governmental decision-making process, the Board finds it appropriate to require public registration and disclosure of the identity of certain persons and entities engaging in, or attempting to engage in, efforts to influence government action. The intent of the Board in adopting this Ordinance is to protect citizens' rights guaranteed by the First Amendment to the United States Constitution to speak, publish, and petition governmental officials, while at the same time protecting citizens' rights to open government as guaranteed by Article I, Sec. 24 of the Florida Constitution. In balancing the important yet competing rights of its citizens protected by both the Federal and State Constitutions, and to promote transparency and honesty in government, the Board finds it necessary to require disclosure of certain activities related to lobbying as more fully set forth herein.

Section 2. Construction. This Ordinance shall be broadly construed to affect its purpose of preserving transparent and ethical government for the benefit of all citizens of the County.

Section 3. Authority. Pursuant to Art. VIII, Section 1 of the Florida Constitution; Chapter 125, Florida Statutes; and Section 112.3148(2)(b), Florida Statutes, the Board is authorized to establish by ordinance a registration process for lobbyists. The Board finds that the registration process within this Ordinance fosters open government and serves to promote and protect governmental integrity.

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- (1) the County Manager and Assistant County Managers;
- (2) the County Attorney, Deputy County Attorneys, and Assistant County Attorneys;
- (3) Executive directors of entities under the jurisdiction of the Board; and
- (4) County department directors, assistant directors, or division directors.

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County officer means any elected or appointed County official or County employee serving on a County decision-making board, advisory board, or advisory committee, including any County Commissioner or County Commission staff member serving on such a board or committee.

Decision-making board, advisory board, or advisory committee means the voting members of:

- (1) any elected County board, including the Brevard County Board of County Commissioners, or
- (2) any collegial body engaged in the decision-making process on issues or matters within the jurisdiction or authority of the County Commission where
 - a. such collegial body acts in the role of either a final decision-maker under authority lawfully delegated by the County Commission or in an advisory role to the County Commission; and

- b. the majority of the voting members of such collegial body is appointed by the County Commission; an individual County Commissioner; the County Manager; a combination of the County Commission and one or more individual County Commissioners; or a combination of the County Commission and another local government entity within Brevard County.

Government action means any legislative, quasi-judicial, or administrative matter that may foreseeably be considered and acted upon by a decision-making or advisory board, but shall not include an action which is ministerial in nature.

Lobbying or Lobbying activities means any communication, whether oral or written, direct or indirect, from a lobbyist made to any member or members of any decision-making or advisory board or County officer in a location other than a duly noticed and recorded public meeting or public hearing where such communication is intended to or could reasonably be expected to encourage or influence the passage, defeat, or modification of any agenda item or County action which may (1) foreseeably come before a decision-making or advisory board for a vote or other formal action or (2) before a County official for an administrative approval or action.

Lobbying firm means a business entity, including any entity consisting of an individual lobbyist that receives, agrees to receive or is entitled to receive any compensation for the purpose of lobbying, whether through a partner, owner, officer, or employee of the business.

Lobbyist means any person, firm, corporation, partnership, limited liability company, or any other legal entity who or which receives compensation from a person for in lobbying or lobbying activities on behalf of that person. "Lobbyist" does not include:

- (1) a County officer, County employee, or any other person affiliated with the County while acting in his or her official capacity or in connection with his or her official job responsibilities;
- (2) any County officers or employees who are acting in their official capacity or in the normal course of their duties;
- (3) a person who only addresses the Board or an advisory board during a publicly held meeting, including, but not limited to, the following portions: the consent agenda; public comment; new business; or, unfinished business; "Public Comment" or "Public Hearings" portion of its meeting agenda;
- (4) a person or entity requested or compelled by a County officer, County employee or by a decision-making or advisory board member to appear before a decision-making or advisory board; or

- (5) a person or entity, including an expert witness, who does not meet with an individual County officer or County employee prior to a meeting of the decision-making or advisory board considering a matter or measure but later appears before a decision-making or advisory board to present or give factual or opinion testimony about that matter or measure.

Person means any natural person or any sole proprietor, corporation, partnership, limited liability company, joint venture, trust, or other legal entity in whatever form it has been created or named.

Principal means the person, firm, corporation, or other entity which has employed or retained a lobbyist.

Registration statement means a document maintained on the County website for the purposes of lobbyist registration containing:

- (1) the lobbyist's name, phone number, mailing address, and email address;
- (2) the name, phone number, and address of each principal represented;
- (3) the date of submission;
- (4) an oath or affirmation attesting that the information contained in the registration statement is true to the best of the lobbyist's knowledge and belief.

Section 5. Registration of Lobbyists.

- (a) *General Requirements.* Prior to engaging in lobbying directed to any County officer, County employee, decision-making board, advisory board, or advisory committee, a lobbyist shall fill out the registration statement maintained on the Brevard County website in the form of a written declaration conforming with Section 92.525, Florida Statutes, a copy of which form is incorporated into this Ordinance as Form A(1). In order to continue lobbying activities in any succeeding years, such registration statement must be renewed annually before October 1 in each year. Hard copies of registration statement forms may also be provided by the County Manager, or his/her designee, to any lobbyist requesting the same, provided the completed form is maintained as a PDF document on the County's website.
- (b) *Corrections and/or Amendments.*
 - (1) A registration statement may be corrected or amended by the registrant at any time within ten (10) days prior to the hearing date on a matter for which registration was required by the submission of a subsequent registration statement and oath setting forth the correct or additional information that the registrant wishes to place on file. The substance of the correction or amendment and a note that the subsequent

registration statement corrects or amends the lobbyist's previous registration statement shall be inserted in the body of the amended statement. In order to amend his or her lobbyist registration form, a lobbyist can either use Form A(2), which is incorporated into this Ordinance, or submit a strikethrough/underline version of their registration form.

- (2) A lobbyist shall amend the registration statement prior to engaging in any lobbying activities ~~in~~ on behalf of any principal not listed on the registration statement or if any material fact changes related to a specific principal, including, but not limited to, the issues and purpose for which the registration statement was submitted.
- (c) *Expiration of Registration Statement.* Registration statements are effective from October 1 of a given year to September 30 of the following year.
- (d) *Registration Fee.* All lobbyists shall, at the time of initial registration pay a registration fee, in an amount provided for by Board resolution, payable to ~~the County Manager's Office~~ Brevard County. No lobbyist shall be required in any County fiscal year to pay more than the amount specified by resolution, regardless of the number of principals represented and/or amendments filed.
- (e) ~~Initial~~ *Registration.*
1. Following Brevard County's receipt of official acknowledgement from the Office of Secretary of State of Florida that this Ordinance has been filed with said office, all lobbyists who are or desire to be actively involved in lobbying or lobbying activities during the current County fiscal year shall be given thirty (30) days grace period to file the registration form and submit the registration fee required by this Ordinance. This initial-registration fee shall only be valid through September 30, 2017.
 2. ~~After the Initial Registration, e~~Every person who desires to qualify as an active lobbyist during the current County fiscal year or at any time during an upcoming County fiscal year shall, prior to October 1 of that fiscal year, must register and pay the annual lobbying registration fee, as established by resolution, to the County Manager's Office.
 3. List of Current Lobbyists. The County Manager's Office shall maintain a current list of registered lobbyists and the registration statements required under this Ordinance, all of which shall be open for public inspection.

Comment [AE1]: Following Brevard County's receipt of official acknowledgement from the Office of Secretary of State of Florida that this Ordinance has been filed with said office, all lobbyists who are actively involved in lobbying or lobbying activities during the current County fiscal year shall be given thirty (30) days to file the registration form and submit the registration fee required by this Ordinance. Active lobbyists who fail to register within this 30-day period will be subject to the penalty provisions outlined in this Ordinance. This initial registration fee shall only be valid through September 30, 2017.

Comment [AE2]: This should be "(f)" not "3."

Section 6. Record of Contacts.

- (a) A lobbyist is prohibited from lobbying any County officer or County employee without signing a digital visitor log located and maintained on the County website within twenty-four (24) hours of meeting with or lobbying such County officer or employee.
- (b) When filling out a digital visitor contact log, the lobbyist shall provide: the lobbyist's name; the principal's name, the name of the County officer or employee contacted; any additional participants present at the meeting; the mode of communication (in person or

telephonic); the meeting date; the location of the meeting; and the subject of the meeting. The log shall be in substantially the format of Form C attached to this Ordinance.

- (c) Each County officer and employee who has a reasonable belief that a non-registered lobbyist has engaged that officer or employee in lobbying activity shall notify the County Manager's Office.
- (d) The County Manager's Office shall make digital visitor contact logs available for public inspection on the County website.

Section 7. Compensation Reports.

- (a) Annually on or before September 30, all lobbyists shall submit to the County Manager's Office a statement signed under oath listing total compensation ranges received by the lobbyist from each principal for lobbying activities involving the lobbyist's contact with County officers and/or County employees during the preceding calendar year. The County Manager's Office shall maintain the compensation reports in a manner which shall be open for public inspection online.
- (b) Any lobbyist that fails to file the compensation report on or before September 30, in addition to any other penalty provided for herein, shall not be permitted to re-register as a lobbyist or to engage in any further lobbying activities until the lobbyist complies with the provisions of this section.

Section 8. Validity of Action.

- (a) The validity of any action taken by any Board or a County employee, shall not be affected by the failure of any person to comply with the provisions of this Ordinance unless:
 - 1. a decision-making board determines that a lobbyist was lobbying on a matter for which the lobbyist failed to record a contact with a County officer or County employee; and
 - 2. during the meeting at which an action on that matter is taken, a decision-making board, advisory board, or advisory committee specifically denies, invalidates or reconsiders and rescinds an action on the matter which involved undisclosed lobbying activities.
- (b) At the time of preparation of each agenda report, the County Manager or his/her designee shall be responsible for indicating on that agenda report whether or not a lobbyist has recorded a contact on the matter coming before the Board.

Section 9. Investigation of Violations. Any violations of this Ordinance shall be reported to the County Manager's Office. The County Manager, or his or her designee, shall be informed of any person engaged in lobbying activities who has failed to comply with any requirements of this Ordinance, including the requirement to file an amended registration statement. The County Manager, or his or her designee, shall conduct an investigation he or she

deems necessary under the circumstances. The results of each investigation shall be reported to the Board.

Section 10. Notice of Violation. If the County Manager, or his or her designee, determines that any person engaged in, or attempting to engage in, lobbying or lobbying activities has failed to comply with the requirements of this Ordinance, a notice of violation shall be sent to the violator by regular mail and by certified mail, return receipt requested. The notice shall inform the person(s) or entity(ies) of the requirements of this Ordinance, outline the process by which the violator can comply with the Ordinance, and provide the violator with the right to contest the violation. Such a notice shall not be a condition precedent to a Board taking an action described in Section 8 if such a violation is determined before or during a meeting of the Board. A lobbyist shall be allowed to resume lobbying or lobbying activities once he or she complies with the provisions of this Ordinance.

Section 11. Penalties.

- (a) A first violation of the provisions of this Ordinance shall result in the issuance of a warning to the lobbyist by the County Manager’s Office.
- (b) A second violation within a period of twelve (12) months shall be punishable by a fine imposed on the lobbyist in the amount of \$250.00.
- (c) A third violation within a period of twelve (12) months shall result in the violator being prohibited from lobbying for six (6) months.
- (d) A fourth violation within a period of twelve (12) months shall result in the violator being prohibited from lobbying for twelve (12) months.
- (e) The County Manager, or his or her designee, shall notify all affected County personnel should a lobbyist be suspended under this section.
- (f) Each incident of a lobbyist engaging in lobbyist activities with a County officer or County employee while prohibited from doing so under the terms of this Ordinance shall constitute a separate violation.
- (g) The initial notice of violation and the fine shall be enforced through the County’s Code Enforcement process as outlined in Chapter 2, Article VI, Division 2 of the Brevard County Code of Ordinances.
- (h) Appeals of suspensions or prohibitions shall be made to the Board.

Section 12. Conflict. Unless preempted by state or federal law, to the extent that the provisions of this Ordinance are more stringent than those of State law, then this Ordinance shall apply. In the case of a direct conflict between any provision of this Ordinance and a provision of any Federal, State, or County law, rule, or regulation, the more restrictive shall apply.

Section 13. Inclusion in Code. It is the intention of the Board that the provisions of this Ordinance shall become and be made part of the Brevard County Code of Ordinances; and that the sections of this chapter may be renumbered or re-lettered and that the word “Ordinance” may

be changed to “Chapter,” “Section,” “~~Article.~~Ordinance,” or such other appropriate word or phrase in order to accomplish such intentions.

Section 14. Severability. If any provision of this Ordinance or application thereof to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of this Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared severable.

Section 15. Effective Date. This Ordinance shall become effective upon filing with the Office of Secretary of State of Florida.

DONE, ORDERED, AND ADOPTED in Regular Session, this ____ day of _____, 2017.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
OF BREVARD COUNTY, FLORIDA

By: Scott Ellis, Clerk of Court

By: Curt Smith, Chairman
(as approved by the Board on _____)



BOARD OF COUNTY COMMISSIONERS

FORM A(1)

ANNUAL LOBBYIST REGISTRATION STATEMENT
FOR THE PERIOD OCTOBER 1, _____ THRU SEPTEMBER 30, _____

LOBBYIST NAME _____ DATE _____
PHONE NUMBER _____ EMAIL ADDRESS _____
MAILING ADDRESS _____

LIST THE NAME, PHONE NUMBER, AND ADDRESS OF EACH PRINCIPAL REPRESENTED.

- 1) NAME: _____
PHONE: _____
ADDRESS: _____
- 2) NAME: _____
PHONE: _____
ADDRESS: _____
- 3) NAME: _____
PHONE: _____
ADDRESS: _____
- 4) NAME: _____
PHONE: _____
ADDRESS: _____
- 5) NAME: _____
PHONE: _____
ADDRESS: _____
- 6) NAME: _____
PHONE: _____
ADDRESS: _____
- 7) NAME: _____
PHONE: _____
ADDRESS: _____

STATE OF FLORIDA
COUNTY OF BREVARD

UNDER PENALTIES OF PERJURY, I declare that I have read the foregoing information and that the facts stated in it are true to the best of my knowledge and belief. I further certify and acknowledge that I understand that it is my responsibility to file my annual statements and that I will not be notified by the County Manager's Office of my failure to do so.

DATED this _____ day of _____
Lobbyist signature

SWORN TO AND SUBSCRIBED before me this _____ day of _____

My commission expires: _____
Notary Public



FORM A(2)

BOARD OF COUNTY COMMISSIONERS

AMENDMENT TO LOBBYIST REGISTRATION STATEMENT

FOR THE PERIOD OCTOBER 1, _____ THRU SEPTEMBER 30, _____

LOBBYIST NAME _____ DATE _____
PHONE NUMBER _____ EMAIL ADDRESS _____
MAILING ADDRESS _____
REASON FOR AMENDMENT _____

IF NECESSARY, PROVIDE THE FOLLOWING INFORMATION FOR ANY ADDITIONAL PRINCIPAL(S) REPRESENTED.

- 1) NAME: _____ PHONE: _____ ADDRESS: _____
2) NAME: _____ PHONE: _____ ADDRESS: _____
3) NAME: _____ PHONE: _____ ADDRESS: _____
4) NAME: _____ PHONE: _____ ADDRESS: _____
5) NAME: _____ PHONE: _____ ADDRESS: _____
6) NAME: _____ PHONE: _____ ADDRESS: _____

STATE OF FLORIDA
COUNTY OF BREVARD

UNDER PENALTIES OF PERJURY, I declare that I have read the foregoing information and that the facts stated in it are true to the best of my knowledge and belief. I further certify and acknowledge that I understand that it is my responsibility to file my annual statements and that I will not be notified by the County Manager's Office of my failure to do so.

DATED this _____ day of _____
Lobbyist signature

SWORN TO AND SUBSCRIBED before me this _____ day of _____

My commission expires: _____
Notary Public



FORM B

BOARD OF COUNTY COMMISSIONERS

ANNUAL LOBBYING COMPENSATION REPORT

FOR THE PERIOD _____ THRU _____

LOBBYIST NAME _____ DATE _____
PHONE NUMBER _____ EMAIL ADDRESS _____
MAILING ADDRESS _____

(1) PRINCIPAL NAME _____
ADDRESS _____

Compensation ranges (check applicable range):

- \$0.01 - \$5,000.00
\$5,000.01 - \$10,000.00
\$10,000.01 - \$20,000.00
\$20,000.01 - \$50,000.00
\$50,000.01+

(2) PRINCIPAL NAME _____
ADDRESS _____

Compensation ranges (check applicable range):

- \$0.01 - \$5,000.00
\$5,000.010 - \$10,000.00+
\$10,000.010 - \$20,000.00
\$20,000.010 - \$50,000.00
\$50,000.010+

(3) PRINCIPAL NAME _____
ADDRESS _____

Compensation ranges (check applicable range):

- \$0.01 - \$5,000.00
\$5,000.010 - \$10,000.00+
\$10,000.010 - \$20,000.00
\$20,000.010 - \$50,000.00
\$50,000.010+

(4) PRINCIPAL NAME _____
ADDRESS _____

Compensation ranges (check applicable range):

- \$0.01 - \$5,000.00
\$5,000.010 - \$10,000.00+
\$10,000.010 - \$20,000.00
\$20,000.010 - \$50,000.00
\$50,000.010+

(5) PRINCIPAL NAME _____

ADDRESS _____

Compensation ranges (check applicable range):

- \$0.01 - \$5,000.00
- \$5,000.0~~10~~ - \$10,000.0~~00~~⁺
- \$10,000.0~~10~~ - \$20,000.00
- \$20,000.0~~10~~ - \$50,000.00
- \$50,000.0~~10~~⁺

(6) PRINCIPAL NAME _____

ADDRESS _____

Compensation ranges (check applicable range):

- \$0.01 - \$5,000.00
- \$5,000.0~~10~~ - \$10,000.0~~00~~⁺
- \$10,000.0~~10~~ - \$20,000.00
- \$20,000.0~~10~~ - \$50,000.00
- \$50,000.0~~10~~⁺

(7) PRINCIPAL NAME _____

ADDRESS _____

Compensation ranges (check applicable range):

- \$0.01 - \$5,000.00
- \$5,000.0~~10~~ - \$10,000.0~~00~~⁺
- \$10,000.0~~10~~ - \$20,000.00
- \$20,000.0~~10~~ - \$50,000.00
- \$50,000.0~~10~~⁺

STATE OF FLORIDA
COUNTY OF BREVARD

UNDER PENALTIES OF PERJURY, I declare that I have read the foregoing information and that the facts stated in it are true to the best of my knowledge and belief. I further certify and acknowledge that I understand that it is my responsibility to file my annual statements and that I will not be notified by the County Manager's Office of my failure to do so.

DATED this _____ day of _____

County Manager or Designee

Lobbyist

SWORN TO AND SUBSCRIBED before me this _____ day of _____

My commission expires: _____

Notary Public



FORM C
(information to be submitted online)

LOBBYIST DIGITAL VISITOR CONTACT LOG

By way of illustration, the information below must be submitted by the lobbyist within twenty-four (24) hours of lobbying a County officer or County employee. The digital visitor contact log is located on the County website.

LOBBYIST NAME	PRINCIPAL NAME	COUNTY OFFICER/EMPLOYEE CONTACTED	OTHER PARTICIPANTS	MODE OF COMMUNICATION (in person or telephonic)	MEETING DATE	MEETING TIME	MEETING PLACE	SUBJECT OF MEETING

RESOLUTION NO. 2017-_____

**RESOLUTION OF THE BOARD OF COUNTY
COMMISSIONERS OF BREVARD COUNTY, FLORIDA,
ESTABLISHING A LOBBYIST REGISTRATION FEE.**

WHEREAS, pursuant to Section 72-5 of the Brevard County Code of Ordinances, lobbyists are required to register with Brevard County (the “County”) prior to engaging in lobbying or lobbying activities; and

WHEREAS, Section 72-5(d) of the Brevard County Code of Ordinances provides that the Brevard County Board of County Commissioners may establish a lobbyist registration fee by resolution; and

WHEREAS, the lobbyist registration fee shall be used to offset the cost(s) of recording, transcription, administration, or any other costs incurred in compiling and maintaining lobbyist records and making them available to the public;

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA, that:

Section 1. Establishment of Lobbyist Registration Fee. In order to lobby County officers and/or County employees, each lobbyist shall be required to pay the sum of two hundred and fifty dollars (\$250.00) for each County fiscal year. No lobbyist shall be required in any County fiscal year to pay more than \$250.00, regardless of the number of principals represented and/or amendments filed.

Section 2. Initial Registration Fee. Following Brevard County’s receipt of official acknowledgement from the Office of Secretary of State of Florida that this Ordinance has been filed with said office, all lobbyists who are or desire to be actively involved in lobbying or lobbying activities during the current County fiscal year shall be given thirty (30) days grace period to file the registration form and submit the registration fee required by this Ordinance. This initial registration fee shall only be valid through September 30, 2017.

Section 3. Subsequent Registration Fees. After the Initial Registration, every person who desires to qualify as an active lobbyist at any time during an upcoming County fiscal year shall, prior to October 1 of that fiscal year, pay the annual lobbying registration fee of \$250.00 to the County Manager’s Office.

Section 4. Failure to Pay. No person shall be permitted to lobby any County officer or County employee until the \$250.00 registration fee has been paid. If lobbying or lobbying activities are conducted by a person that has not paid their registration fee, he or she shall be in violation of Section 72-5 of the County Code of Ordinances and shall be punished in accordance with Section 72-11 of the County Code of Ordinances.

Section 4. Effective Date. This Resolution shall take effect on the _____ day of _____, 2017.

DONE, ORDERED, AND ADOPTED in session the _____ day of _____, 2017.

ATTEST

BREVARD COUNTY BOARD OF
COUNTY COMISSIONERS

Scott Ellis, Clerk

Curt Smith, Chairman
(As approved by the Board of County
Commissioners on ___/___/___)

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the Board of County Commissioners of Brevard County, Florida, on January 24, 2017 at 9:00 a.m., in the Commission Room at 2725 Judge Fran Jamieson Way, Building C, First Floor, Viera, FL, 32940, will hold a public hearing on the following ordinance:

ORDINANCE NO. 17- _____

AN ORDINANCE OF BREVARD COUNTY, FLORIDA RELATING TO LOBBYING; CREATING A NEW CHAPTER IN THE BREVARD COUNTY CODE OF ORDINANCES, CHAPTER 72, "LOBBYING"; PROVIDING FOR THE REGISTRATION OF LOBBYISTS; PROVIDING DEFINITIONS; CREATING A REGISTRATION PROCESS FOR LOBBYISTS; ESTABLISHING A PROCESS TO TRACK LOBBYISTS, LOBBYING ACTIVITIES, AND FUNDING FOR LOBBYING ACTIVITIES; PROVIDING FOR IMPACT OF FAILURE TO COMPLY ON GOVERNMENT ACTION; OUTLINING AN INVESTIGATION AND NOTIFICATION PROCESS FOR VIOLATIONS; PROVIDING FOR PENALTIES; PROVIDING FOR CONFLICTING PROVISIONS; PROVIDING FOR INCLUSION IN THE BREVARD COUNTY CODE OF ORDINANCES; PROVIDING FOR SEVERABILITY; AND, PROVIDING FOR AN EFFECTIVE DATE.

All persons for or against said ordinance can be heard at said time and place. If a person decides to appeal any decision made by the Board with respect to such hearing or meeting, he will need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is based.

The needs of hearing or visually impaired persons shall be met if the department sponsoring the meeting hearing is contacted at least 48 hours prior to the public meeting hearing by any person wishing assistance. The sponsoring department is the District 3 Commission Office, 321-633-2075. A copy of the ordinance may be inspected at the following location:

www.brevardcounty.us

Clerk to the Board Office

Central Library

North Brevard Library

Franklin T. DeGroodt Library

By order of the Board of County Commissioners of Brevard County, Florida