

Meeting Date
<b>December 20, 2016</b>



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

**AGENDA REPORT**  
*BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS*

SUBJECT:	<b>ACKNOWLEDGE RECEIPT OF THE VIERA EAST COMMUNITY DEVELOPMENT DISTRICT RECORDS OF PROCEEDINGS OF SEPTEMBER 28, 2016 MEETING</b>
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 September 28, 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 September 28, 2016.

**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 September 28, 2016

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



Tammy Rowe, Clerk to the Board, 400 South Street • P.O. Box 999, Titusville, Florida 32781-0999

Telephone: (321) 637-2001  
Fax: (321) 264-6972  
Tammy.Rowe@brevardclerk.us

December 21, 2016

**M E M O R A N D U M**

**TO:** Jill Hayes, Budget Office Director

**RE:** Item II.D.2., Acknowledge Receipt of the Viera East Community Development District Records of Proceedings of the September 28, 2016, Meeting

The Board of County Commissioners, in regular session on December 20, 2016, acknowledged receipt of the Viera East Community Development District Records of Proceedings of the Board of Supervisors meeting held on September 28, 2016.

Your continued cooperation is greatly appreciated.

Sincerely,

BOARD OF COUNTY COMMISSIONERS  
SCOTT ELLIS, CLERK

Tammy Rowe, Deputy Clerk

cc: Finance

*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: November 17, 2016

RE: Records of Proceedings of the Board of Supervisors meeting held on  
September 28, 2016

Enclosed is a copy of the record of proceedings of the meeting held on September 28, 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, September 28, 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
Bill Oakley	Resident

**FIRST ORDER OF BUSINESS**

**Roll Call**

Mr. McCarthy called the meeting to order at 6:00 p.m.

**SECOND ORDER OF BUSINESS**

**Public Comment Period**

Mr. Oakley: Representing Demont I would like to invite all of the Board members to the luncheon on October 6, 2016 at the Community Center as a thank you for the efforts that you gentlemen have all put in on upgrading the golf course and those expenditures. If you would like let us know in the next few days if you will be attending.

Mr. Melloh: I think everyone has responded.

Mr. McCarthy: What time?

Mr. Oakley: Probably around 12:00 or 12:15 p.m.

Mr. McCarthy: Thank you for that invitation.

**THIRD ORDER OF BUSINESS**

**Approval of Minutes of the August 25, 2016 Meeting**

On MOTION by Ms. Walsh, seconded by Mr. Bedwell, with all in favor, the minutes of the August 25, 2016 meeting was approved.

**FOURTH ORDER OF BUSINESS**

**Unfinished Business**

**A. Ratification of Enhancements**

Mr. McCarthy: The enhancements would be the ice dispenser on Holes #7 and #15. We are going to vote on it to not exceed \$20,000. Are there any questions?

On MOTION by Ms. Walsh, seconded by Mr. Fritsch, with all in favor, Mr. Melloh was authorized to proceed with the enhancements for the golf course in an amount not exceed \$20,000.

**B. Discussion of Arborist Report for Collingtree**

Mr. Melloh: We talked about this at the workshop but we did have the arborist review the tree for Mr. Spurgeon. One of his neighbors also put in a written request to have a tree near his property assessed at the same time. The arborist says that the trees are in great health and they are thriving so there is no need to do anything there.

Mr. Bedwell: Is Steve Rose a certified arborist?

Mr. Melloh: Someone on his staff is.

**C. Discussion of Facility Use Agreement for Golf Lessons**

Mr. Showe: We handed out the revised updates that our legal department has made. They are similar to what Tim provided originally and we used the PGA form to start. We sent it over to District Counsel and they made some slight changes to make it more fitting of a Non-Profit Government Organization and put in some of the standard CDD languages. Other than that I think it is pretty much the same shape that we had it in and they clarified from landlord to District. They added some of the standard Governmental language in there.

Mr. Melloh: I gave everyone a copy with bullet points on the front and we went over that at the workshop. I am excited about this arrangement and Mike Hogan is excited about it. Does anyone have any questions?

On MOTION by Ms. Walsh, seconded by Mr. Anella, with all in favor, to authorize in signing a contract with the Mike Hogan Golf Academy leasing Viera East's practice area was approved.

#### **D. Review of Greens Project Budget**

Mr. Melloh: This was discussed at the workshop. The bottom line construction costs for everything that we did we projected it to be \$371,081 and we spent \$352,182. That put us at exactly \$18,899 under budget. What we accomplished with that is we installed tiff-eagle putting surfaces on 22 greens and but tiff-grand collars around 20 greens. We installed indoor/outdoor-irrigating heads on all of our greens. We eliminated the middle bunker on Hole #1 and rebuilt the bunkers on Hole #8 and #10. We removed 14 trees and cleaned up Hole #6. We installed a new ladies tee from scratch on Hole #11. We leveled and resoded Hole #16 tee box. We put 174 tons of G Angle sand in our bunkers and we are resoding 7,000 square feet of the backside of the driving range. We are doing Phase 1 of planting of the new grass around Hole #7. I feel very good for what we were able to accomplish for that amount of money. I think we did good and there have been many compliments on the golf course.

Ms. Walsh: It looked great yesterday except for we are still struggling with the weeds.

Mr. Melloh: The last page I gave you was a technical document talking about our number one weed on the golf course and that is called Tropical Signal Grass. If you recall last year when we were having trouble with Goose Grass and we went after that with a very expensive pre emergent called Ronstar. You will notice that we got 85% control on Goose Grass and now Tropical Signal Grass is the issue. It is an epidemic in the State of Florida and it is not just isolated to us here at Viera East. They have taken MSMA off of the market here in the State so it is very hard to control this particular grass. It is a grassy type of weed that goes perpetuates itself through stolons and rhizomes and if you will notice in here several of people are trying to come up with a combination of chemicals. That is what this study is about. We are putting out tribute in revolver at ten-day intervals. You've probably noticed when you played golf yesterday that the greens are taking on a yellowish off color to it because if they weren't treated they would probably blend in a lot with the grass that we have. We will have another application go out later this week for that so we are aware of the situation and we are taking steps to get that weed eradicated as well. Unfortunately it is more prevalent around our green complexes and our tee

tops. The draught that we had in the summer time really hurt us because that grass dried out and it took over. Does anyone have any questions?

Mr. Bedwell: On Hole #5 fairway you will see a patch of some kind of grass. Is that what that is?

Mr. Melloh: That is Tropical Signal Grass.

Mr. Bedwell: It is just in a circle and then you will go a little further and there is another patch of it.

Mr. Melloh: That is what that is and unfortunately it does spread. When you drive through it or the mower cuts through it that spreads. If we didn't check it and again back to what we were talking about we did increase our chemical and fertilizer.

Mr. Anella: Mr. Bedwell, is that what we have in Grand Isle?

Mr. Melloh: You probably do.

Mr. Anella: The reasons I mention that is maybe you want to bring that to our guys.

Mr. Bedwell: What is the solution?

Mr. Melloh: Right now the solution is the treatments of different chemicals. We are using Tribute and I think this is a good time to mention to that we have Tom Trammel as well. He has guided us in some of these directions and he has seen a lot of golf courses and it is everywhere. Unfortunately they have to find the holy grail that is going to wipe this stuff out.

Mr. Bedwell: Have you sprayed already?

Mr. Melloh: Yes we did about eight days ago.

Mr. Bedwell: I haven't noticed the color changing on Hole #5 fairway.

Mr. Melloh: You will see it but you have to look at it. The first application weakens it and the second one comes in and knocks it further back. The third one probably does it in pretty well.

Mr. McCarthy: It has been done all through the golf course on the tees, fairways, and up around the greens.

Mr. Melloh: One major spot is on Hole #13 the bunker to the left down below, the whole face of the bunker is 100% Tropical Signal Grass. Unfortunately when we go to kill that there is not a whole lot we can do there so we are going to have to go through a little bit of time where some of the grass is going to be thin there while the Bermuda grass catches up and fills in.

Mr. Bedwell: Can you throw Bermuda grass seed down?

Mr. Melloh: There is really no such thing. You can go to Lowe's and see Bermuda seed but that is common Bermuda, which is not what you want. This is hybrid type of Bermuda like 419.

Mr. McCarthy: I think what Tim is saying is that we are going to have to be prepared for a series brown spots throughout the golf course until this goes away. It will be brown spots and then hopefully Bermuda will grow into that area.

Mr. Anella: Is this going on the website?

Mr. Melloh: That is a good point.

## **FIFTH ORDER OF BUSINESS**

### **New Business**

#### **A. Contract Renewals**

Mr. McCarthy: Jason, correct me if I am wrong, but this is the last year of these contracts and then they will be put out to bid in the following year.

Mr. Showe: The auditing agreement that is correct. The Ecor and Kevin Erwin their original contracts didn't have a term. They were a one-year term so we just keep renewing them as long as the Board is satisfied with their work. Based on Tim's feedback and ours we think they are doing a decent job and we don't have any issues so we would not recommend bidding those services out. All of these contracts are at the same exact terms as last year these are essentially just extensions for next year.

Mr. McCarthy: There is no increase in money?

Mr. Showe: No.

Mr. McCarthy: The three are for Grau & Associates for \$7,900. Kevin Erwin Consulting for the habitat has two figures for \$14,767 and \$16,209. Ecor Industries has four different figures and that totals to \$92,842.80. Those are the three companies that are renewing their contracts. Are there any questions?

Mr. Anella: A couple of years ago with the Kevin Erwin contracts we thought about bidding them out and getting somebody a little closer. Obviously we didn't do it but the Board did have a conversation on that.

Mr. Showe: I think the Board talked about it.

Mr. Anella: Is it worth in the near future we go out and see if we could find someone closer because I thought we thought we could get that at a much lower fix. He has to drive all the way from Fort Myers.

Mr. Showe: We can look around and see if we can find someone that is willing to do that. I can tell you in our experience with contracts that if it is not broken it is difficult to get a new contractor in and then you end up missing stuff. We can take a look at it.

Mr. Anella: I think what stopped us from going out is they reduced their prices. We changed the sequence of visits down to 4 times a year. We are only looking at \$20,000, which is a lot but I don't think you could cut that down by much. I just thought that might be something to keep in mind.

Mr. Fritsch: The thing I would consider before you go out to bid others and I have been complaining about them a little bit, but they have so much history here. If you go to somebody else you are never going to get the real understanding of all of the problems by going to somebody else.

Mr. Anella: I think that is why we decided not to.

Mr. Fritsch: I would keep on these guys because the erosion of the banks and such like that, they should be coming up with a program on how to stop that for us.

Ms. Walsh: I think when we finally got that lake released we were able to then cut back on the visits. I don't know if there were anybody local that would do that. You would have that learning curve and you would just have to expect that things were going to fall through the crack. There is no other way around that if we were willing to accept that for a certain amount of time then it might be worth it.

- i. Consideration of Agreement with Grau & Associates to Provide Auditing Services for the Fiscal Year 2016**
- ii. Consideration of Agreement with Kevin L Erwin Consulting Ecologist Regarding the Provision of Habitat Management Services**
- iii. Consideration of Agreement with Ecor Industries, Inc. Regarding the Provision of Aquatic Management Services**

On MOTION by Mr. Fritsch, seconded by Mr. Anella, with all in favor, the contract renewals were approved.

**B. Consideration of Equipment Lease Agreement**

Mr. McCarthy: That totals in the amount of \$271,699.35 and our General Manager has recommended that we go with a 48 month payment, which brings that to \$5,167.72 a month.

Mr. Melloh: That starts in February and will also replace a lease that we are currently paying \$2,471 a month.

Mr. Fritsch: We discussed this at the workshop.

Mr. Showe: I will point out with this dollar amount in general we would have done a public bid on this however we are getting the pricing that is off of the State contract so this contract has already been through the public bidding process. The District is benefitting from that previous process so that is why we didn't go through a public bidding process.

Mr. Bedwell: Did you put this increase in the budget?

Mr. Showe: Yes.

On MOTION by Ms. Walsh, seconded by Mr. Bedwell, with all in favor, the Equipment Lease Agreement was approved.

**C. Discussion of Dissemination Agent**

**i. Acceptance of Termination of Prager & Co., LLC**

Mr. Showe: I am not sure why but Prager & Co. have provided termination notices on every District that we manage that they do dissemination agent for. I think the first part of the motion would be to accept their termination or resignation. The second part is as GMS we can go ahead and fulfill those terms until the end of the bonds. It will be the same term they were doing at \$1,000 a bond and that is what you are paying now. As those bonds mature and are paid off those would go away. Dissemination is essentially we take the responsibility of reporting the required information to the posting sites. There is a site that you are required to post certain things on for every year with bonds because they are public bonds just to provide information. That is what we would take over and we handed out to you the actual agreement. What is in your agenda is a proposal. The agreement is just a short one-page agreement and it lays out the terms.

Mr. Bedwell: How does this price vary from the one that dropped us?

Mr. Showe: It is the exact same price at \$1,000 a bond. We did get some proposals on other Districts and we were under all of those.

On MOTION by Ms. Walsh, seconded by Mr. Bedwell, with all in favor, the termination of Prager & Co., LLC was accepted.

**ii. Consideration of Agreement for Dissemination Agent**

On MOTION by Ms. Walsh, seconded by Mr. Bedwell, with all in favor, GMS was selected to provide Dissemination Agent services.

**SIXTH ORDER OF BUSINESS**

**Staff Reports**

**A. General Manager's Report  
CDD Report**

Mr. Melloh: The normal day-to-day operations are proceeding as planned. We just put in about three pallets of playground grade mulch at Woodside Park. We've done some clean up of the area where we took out the dock and the bench arrived yesterday. We have to disassemble the bench and put in a commercial type metal bench that you see on most playgrounds. We will bolt it to the sidewalk and it should look very nice. They are preparing the fire line and the scrub jay controlled burn in October. I just went over the spraying for the Tropical Signal Grass.

Mr. Bedwell: Are they checking the drains? The ponds are getting pretty full. Do they check those monthly or quarterly?

Mr. Melloh: Yes they check those weekly. They do a good job with that and sometimes I look at them. They look really good.

Mr. Bedwell: There are flow ways on all 85 ponds? That would take a long time to check them all.

Mr. Showe: Ecor does it as well and they are supposed to spray in there.

**Golf Operations Report**

Mr. Melloh: Last Thursday we hosted the Upper East Coast Ladies Golf Association. These ladies are from all over Brevard County and I think up into Volusia County. We had 88 ladies that played and we sent them off in a shotgun start with our Men's Golf Association and they had 35. It went really well and most rounds of golf were completed between 4:15 p.m. and

4:30 p.m. There were a couple of groups that trailed behind a little but for the most part everybody had a great time. Terri in Divots Grille was able to accommodate both groups. She put the 88 ladies in the dining room and the men in the additional space. Everybody had a fantastic time and the ladies were blown away in their description and reference to the golf course in the changes that we made. Yesterday we had the ABCD scramble and we had 61 players, which for September with a lot of our residents not back yet I thought was good. We had probably about 10 to 12 brand new people that we didn't know that played yesterday. There are people that really like the changes to the golf course and they want to participate at the course more so that is good indication. With three more days to go in September we are currently over budget by about \$8,500 or \$7,500. It looks like we will end the month 20% ahead of budget versus previous years. We are very excited that we are getting the amount of play that we are getting. Are there any questions?

Mr. Bedwell: Did everyone get a copy of the letter from the lady from the Upper East Coast Ladies Golf Association?

Mr. Melloh: I gave everyone a copy of this framed picture with an engraved plate. We've had some discussions about what to do as a tribute for outgoing Board members and my suggestion is to get this. It is a framed golf flag behind glass and it will certainly be our golf flag. Then we would engrave the plate, but do you know how it was done in the past?

Mr. Showe: I think what you have there is pretty close.

Mr. Anella: Are you going to continue doing what you guys do?

Mr. Showe: This will probably replace that. It's up to you guys.

Mr. Anella: I think what he has is perfect.

Mr. Melloh: I will work on getting something appropriate there.

**SEVENTH ORDER OF BUSINESS**

**Treasurer's Report - Consideration of  
Financial Statements**

Mr. McCarthy: I just want to bring something to your attention and as you know Wells Fargo has had some problems. Jason has a recommendation that we do something regarding that.

Mr. Showe: We have some of the District money in a Wells Fargo account in the General Fund and some of the Assessment money comes from there and we pay checks from

there. There haven't been any violations that we've seen and we're audited every year and we are 100% insured on all of our funding. I wouldn't leave my money in there personally so I wanted to recommend to you guys if you felt amenable that we could move that money into the Regions account and use the Regions account versus using the Wells Fargo. We don't have an issue either way but we did want to give you that option incase there were some concerns.

Mr. Fritsch: It simplifies us having to sign one more check to move it, which has always been silly anyways.

Ms. Walsh: FDIC only insures accounts with \$100,000 so if we have \$500,000 between three accounts they are only going to give us that for \$100,000. That is the only issue for with having all of your money in one bank.

Mr. Showe: It is really a Board preference and we wanted to make sure you guys were aware of.

Mr. Anella: I don't know how much the exceed limit is today it used to be \$150,000 but did it go back to the \$100,000? The FDIC you would imagine would be at this stage and I would say that we should not exceed that.

Mr. Showe: I think as a Governmental Entity there is also some additional insurance we can get.

Mr. Anella: As long as we do not put the resident's money at risk.

Mr. Bedwell: I would just check and make sure what the limit is and bring it back at the workshop.

Mr. Fritsch: We have signed checks for \$1,000,000 and what account is that coming out of? Is that at risk to the other \$100,000?

Mr. Showe: I will double check on that. Ariel said that we are 100% insured on all of our funds.

Mr. Anella: We have an Operating account.

Ms. Walsh: It says \$250,000.

Mr. Showe: The only thing we write out of the Wells Fargo account is some General Fund checks.

Mr. Bedwell: So the Reserve is at Regions?

Mr. Showe: I believe so. We got the Regions account because of the line of credit that we opened up there. I will find out and report back to you at the workshop.

**1. 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 \$143,515.56 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 \$2,853.35 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 \$67,249.63 was approved.

**2. Balance Sheet and Income Statement**

Mr. Anella: I'm just curious about the Attorney's fees increasing this year.

Mr. Showe: We had them review several of those agreements especially the leases that we had and that is one of the reasons we've used them as little as possible. We use them as limited as possible and the one thing that we benefited from is we had Tim use that Lease agreement that we drafted with the attorneys for the new equipment so they basically used the same instrument that we've already gone through the legal process with.

Mr. Anella: Is Environmental Services coming out here again before the end of the Fiscal Year? We are in good shape with that.

Mr. Melloh: Chris was just here two days ago.

Mr. Anella: We will be getting a bill for that of \$20,000.

**EIGHTH ORDER OF BUSINESS**

**Supervisor's Request**

Mr. Anella: Did you talk to Paul about Lane?

Mr. Melloh: We briefly discussed it some. We will bring that up at a later time.

Mr. Anella: Anything with the golf cart lady?

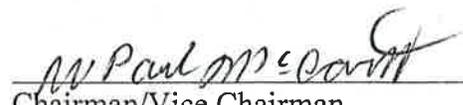
Mr. Melloh: Not yet I tried to call her but I will try again.

**NINTH ORDER OF BUSINESS**

**Adjournment**

On MOTION by Ms. Walsh, seconded by Mr. Bedwell, with all in favor, the meeting was adjourned at 6:35 p.m.

  
\_\_\_\_\_  
Secretary/Assistant Secretary

  
\_\_\_\_\_  
Chairman/Vice Chairman

# *Viera East*

## *Community Development District*

### *Meeting Agenda*

Wednesday  
September 28, 2016  
6:00 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 August 25, 2016 Meeting
4. Unfinished Business
  - A. Ratification of Enhancements
  - B. Discussion of Arborist Report for Collingtree
  - C. Discussion of Facility Use Agreement for Golf Lessons
  - D. Review of Greens Project Budget
5. New Business
  - A. Contract Renewals
    - i. Consideration of Agreement with Grau & Associates to Provide Auditing Services for the Fiscal Year 2016
    - ii. Consideration of Agreement with Kevin L Erwin Consulting Ecologist Regarding the Provision of Habitat Management Services
    - iii. Consideration of Agreement with Ecor Industries, Inc. Regarding the Provision of Aquatic Management Services
  - B. Consideration of Equipment Lease Agreement
  - C. Discussion of Dissemination Agent
    - i. Acceptance of Termination of Prager & Co., LLC
    - ii. Consideration of Agreement for Dissemination Agent
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
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

Legal Notices

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

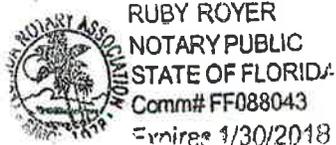
09/23/15

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 23th of September 2015, by Kim Curro who is personally known to me

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

Publication Cost: \$292.79
Ad No: 0000740496
Customer No: BRE-6VE606



AD#740496 09/23/2015
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 2016 in the Education 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 28, 2015
Exception: November 18, 2015
Exception: December 16, 2015
January 27, 2016
February 24, 2016
March 23, 2016
April 27, 2016
May 25, 2016
June 22, 2016
July 27, 2016
August 24, 2016
September 28, 2016
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 14, 2015
Exception: November 4, 2015
Exception: December 2, 2015
January 13, 2016
February 10, 2016
March 9, 2016
April 13, 2016
May 11, 2016
June 8, 2016
July 13, 2016
August 10, 2016
September 14, 2016
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 W. Central Blvd., Suite 320, Orlando, FL 32801. The meeting may be continued to a date, time, and place to be specified on the record at the meeting.
Meetings may be continued to a date and time certain which will be announced at the meeting. There may be occasions when one or more Supervisors will participate by telephone.
Any person requiring special accommodations at this meeting 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 the meeting 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

## LEASE GOLF LESSON CONCESSION

- Lease the Golf Instruction Concession to:
  - The Mike Hogan Golf Academy at Viera East Golf Club
- Monthly Rental Fee: \$175 (\$2,100 annually)
- Length of Contract: 3-Years (Starting October 1, 2016)
- Must provide insurance as required by contract.
- Lessee will have full control over private lessons, golf camps, golf clinics, golf schools, and junior programs.
- Lessee may bring in other instructor at his discretion as long as they are PGA or LGPA members or apprentices and are fully insured per the contract.
- Must allow Viera East Golf Club Head Golf Professional and full time assistants to give their own lessons with no more than a 10% fee.
- Viera East Golf Course will provide range balls and practice facility at no further cost.
- Individual playing lessons will be charged at cart fee for the student.
- Golf Camps and Schools: Fee for golf will be charged at the Associate Membership Rate.
- Viera East Golf Club will not collect any fees for golf instruction. It is suggested that the lessee set up his own credit card portal on his cell phone or other wireless device.

---

### Current Lesson Program

\$15,000 Budgeted Income  
-\$13,500 90% paid to instructors  
-\$ 1,013 FICA Taxes  
\$ 487 Net Profit from lessons



**Grau & Associates**  
CERTIFIED PUBLIC ACCOUNTANTS

2700 North Military Trail • Suite 350  
Boca Raton, Florida 33431  
(561) 994-9299 • (800) 299-4728  
Fax (561) 994-5823  
[www.graucpa.com](http://www.graucpa.com)

August 1, 2016

Board of Supervisors  
Viera East Community Development District  
c/o GMS, LLC  
135 W. Central Blvd, Suite 320  
Orlando, FL 32801

We are pleased to confirm our understanding of the services we are to provide Viera East Community Development District, Brevard County, Florida ("the District") for the fiscal year ended September 30, 2016. 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 Viera East Community Development District as of and for the fiscal year ended September 30, 2016. In addition, we will examine the District's compliance with the requirements of Section 218.415 Florida Statutes. This letter serves to renew our agreement and establish the terms and fee for the 2016 audit.

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 \$7,900 for the September 30, 2016 audit. 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.

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.

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 Viera East 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 Viera East Community Development District.

By: W Paul McComb

Title: CHAIRMAN

Date: 9/28/2016



# 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, appearing to read "Rick Reeder", written over a horizontal line.

Rick Reeder, Chair  
AICPA Peer Review Board  
2013

**ADDENDUM TO ENGAGEMENT LETTER BETWEEN  
GRAU AND ASSOCIATES AND Viera East Community Development**

District \_\_\_\_\_ (CDD) \_\_\_\_\_  
(DATED August 1, 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.

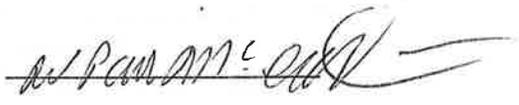
IF THE AUDITOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE AUDITOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT/CONTRACT, THE AUDITOR MAY CONTACT THE CUSTODIAN OF PUBLIC RECORDS FOR THE DISTRICT AT:

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

  
Auditor: \_\_\_\_\_

Title: President

Date: 10/12/2016

District: 

Title: Chairman

Date: 10/26/16

**AGREEMENT BETWEEN KEVIN L. ERWIN CONSULTING ECOLOGIST, INC.,  
AND THE VIERA EAST COMMUNITY DEVELOPMENT DISTRICT REGARDING  
THE PROVISION OF HABITAT MANAGEMENT SERVICES**

This Agreement is made and entered into this 5<sup>th</sup> day of October, 2016, by and between:

The **Viera East Community Development District**, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes, located in Brevard County, Florida, and with offices at 2300 Clubhouse Drive, Viera, Florida, 32955, ("District"), and

**Kevin L. Erwin Consulting Ecologist**, a Florida corporation located in Melbourne, Florida, with offices located at 2077 Bayside Parkway, Fort Myers, Florida 33901 ("Contractor").

**RECITALS**

WHEREAS, the District is a special purpose unit of local government established pursuant to and governed by Chapter 190, Florida Statutes;

WHEREAS, Contractor submitted a proposal attached here as Attachment "A" incorporated herein by reference;

WHEREAS, the Board of Supervisors of the District selected the proposal submitted by Contractor; and

WHEREAS, Contractor represents that it is qualified to serve as an aquatic management contractor and provide such services to the District.

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

**SECTION 1. 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.** The duties, obligations, and responsibilities of the Contractor are those as described in incorporated Attachment A. Contractor shall be solely responsible for the means, manner and methods by which its duties, obligations and responsibilities are met to the satisfaction of the District. Contractor shall report to the District Manager or his designee.

**SECTION 3. COMPENSATION.** District agrees to compensate the Contractor in accordance with Exhibit A. Contractor shall provide the District with an invoice on the first of the month on a monthly basis stating the services provided in the preceding month. Payment shall be made by the District after approval of the invoice by the District's Board of Supervisors.

**SECTION 4. INDEPENDENT CONTRACTOR.** The District and Contractor agree and acknowledge that Contractor shall serve as an independent contractor of the District.

**SECTION 5. TERM.** This Agreement shall commence on October 1, 2016, and shall continue for a period of one (1) year unless terminated in accordance with this Agreement.

**SECTION 6. INSURANCE.** The Contractor shall maintain the following insurance coverage's during the execution 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 per occurrence; and
- Workers compensation insurance in a form and in amounts prescribed by the laws of the State of Florida.

**SECTION 7. INDEMNIFICATION.** Contractor agrees to indemnify and hold harmless the District and its officers, agents and employees from any and all liability, claims, actions, suits or demands by any person, corporation or other entity for injuries, death, property damage or of any nature, arising out of, or in connection with, the work to be performed by Contractor, including litigation or any appellate proceedings with respect thereto. Contractor agrees that nothing herein shall constitute or be construed as a waiver of the District's limitations on liability contained in section 768.28, Florida Statutes, or other statute.

**SECTION 8. ENFORCEMENT.** 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.

**SECTION 9. 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 shall be entitled to recover from the other party all attorneys fees and costs incurred, including reasonable attorneys' fees and costs.

**SECTION 10. CANCELLATION.** The District shall also have the right to cancel this Agreement at any time upon seven (7) days written notice due to Contractor's failure to perform in accordance with the terms of this Agreement or for any reason.

**SECTION 11. 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 12. 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 13. 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 14. 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 15. CONFLICTS.** In the event of a conflict between any provision of this Agreement and the terms and conditions, then this Agreement shall control.

**SECTION 16. PUBLIC RECORDS.** Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, *Florida Statutes*. Contractor acknowledges that the designated public records custodian for the District is Jason Showe ("Public Records Custodian"). Among other requirements and to the extent applicable by law, the Contractor shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if the Contractor does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in Contractor's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the Contractor, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure

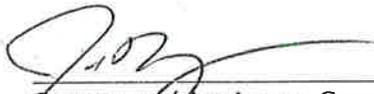
requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

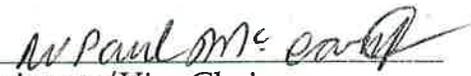
IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (407) 841-5524, JSHOWE@GMSCFL.COM, OR C/O GOVERNMENTAL MANAGEMENT SERVICES - CENTRAL FLORIDA, LLC, 135 W. CENTRAL BLVD., SUITE 320, ORLANDO, FLORIDA 32801.

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

ATTEST:

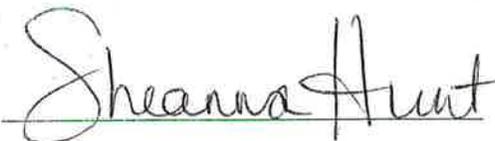
VIERA EAST COMMUNITY DEVELOPMENT DISTRICT

  
Secretary/Assistant Secretary

  
Chairman/Vice Chairman

WITNESS:

KEVIN L. ERWIN CONSULTING ECOLOGIST, INC.

  
Sheanna Hunt  
Print Name of Witness

  
By: Kevin L. Erwin  
Title: President

**CDD - General Services**

Authorization No. 19  
Job No. **CDDC3123.4**  
Date: September 2, 2016

**VIERA EAST CDD**  
**REQUEST FOR AUTHORIZATION**  
**PER CONTRACT**

**1. SCOPE OF SERVICES**

- A. Review of CDD Preserve Areas Upon Request
- B. Miscellaneous Permit Review and Project Coordination
- C. Review and Comment on Property Issues Upon Request
- D. Meeting with Board and Staff on Ecological Items Upon Request
- E. Coordinate and Plan Activities with Maintenance Department

**2. BASIS OF COMPENSATION**

Hourly rate per our agreement. Estimated fee is \$13,425.00, plus reimbursable, for a total of \$14,767.00.

**3. TIME OF PERFORMANCE**

Service to be rendered will commence upon District approval and will be completed by September 30, 2017.

**4. APPROVAL**

Submitted by:

Sheanna Hunt  
Kevin L. Erwin Consulting Ecologist, Inc.

Date:

9/2/16

Approved by:

Viera East CDD

Date:

**NOTE:** The above is based on previous work and may be subject to change due to construction, new projects, agency requests, etc.

CDD - General Services

VIERA EAST CDD

FEE ANALYSIS

W.A. #

Scope Item	Ecologist	Admin/Clerical	GIS
A. Review of CDD Preserve Areas Upon Request	45	1	1
B. Miscellaneous Permit Review and Project Coordination	25	8	
D. Review and Comment on Property Issues Upon Request		3	15
E. Meeting with Board and Staff on Ecological Items Upon Request	10		
F. Coordinate and Plan Activities with Maintenance Department	10	1	3
<b>TOTAL</b>	<b>90</b>	<b>13</b>	<b>19</b>

**Summary**

Ecologist	90 hours @ \$125	=	\$11,250.00
Administrative/Clerical	13 hours @ \$65	=	\$845.00
GIS	19 hours @ \$70	=	\$1,330.00
	Subtotal		\$13,425.00
	(Reimbursable @ 10%)		\$1,342.00
	<b>TOTAL</b>		<b><u>\$14,767.00</u></b>

Habitat Management of Florida Scrub Jay Preserves

Authorization No. 19  
Job No. CDDSCR112.4  
Date: September 2, 2016

VIERA EAST CDD  
REQUEST FOR AUTHORIZATION  
PER CONTRACT

1. SCOPE OF SERVICES

- A. Coordinate and Supervise Off-site Habitat Management
- B. Coordinate and Supervise On-site Habitat Management
- C. Scrub Jay Surveys During Nesting Season (April 2017)
- D. Annual Habitat Management Report

2. BASIS OF COMPENSATION

Hourly rate per our agreement. Estimated fee is \$14,735.00, plus reimbursables, a total of \$16,209.00.

3. TIME OF PERFORMANCE

Service to be rendered will commence upon District approval and will be completed by September 30, 2017.

4. APPROVAL

Submitted by: Sheanna Hunt Date: 9/2/16  
Kevin L. Erwin Consulting Ecologist, Inc.

Approved by: \_\_\_\_\_ Date: \_\_\_\_\_  
Viera East CDD

NOTE: The above is based on previous work and may be subject to change due to construction, new projects, agency requests, etc.

# Habitat Management of Florida Scrub Jay Preserves

## VIERA EAST CDD

### FEE ANALYSIS

W.A. #

Scope Item	Ecologist	Admin/Clerical	GIS
A. Coordinate and Supervise Off-site Habitat Management	35		2
B. Coordinate and Supervise On-site Habitat Management	20		2
C. Scrub Jay Surveys During Nesting Season (April 2016)	40		2
D. Annual Habitat Management Report	12	8	6
<b>TOTAL</b>	<b>107</b>	<b>8</b>	<b>12</b>

#### Summary

Ecologist	107 hours @ \$125	=	\$13,375.00
Administrative/Clerical	8 hours @ \$65	=	\$520.00
GIS	12 hours @ \$70	=	\$840.00

Subtotal \$14,735.00

(Reimbursable @ 10%) \$1,474.00

**TOTAL** \$16,209.00

**AGREEMENT BETWEEN ECOR INDUSTRIES, INC., AND  
THE VIERA EAST COMMUNITY DEVELOPMENT DISTRICT REGARDING THE  
PROVISION OF AQUATIC MANAGEMENT SERVICES**

This Agreement is made and entered into this 1<sup>st</sup> day of October, 2016, by and between:

The Viera East Community Development District, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes, located in Brevard County, Florida, and with offices at 2300 Clubhouse Drive, Viera, Florida, 32955, ("District"), and

ECOR Industries, Inc., a Florida corporation located in Melbourne, Florida, with offices located at 2820 Electronics Drive, Melbourne, Florida 32935 ("Contractor").

**RECITALS**

WHEREAS, the District is a special purpose unit of local government established pursuant to and governed by Chapter 190, Florida Statutes;

WHEREAS, Contractor submitted a proposal attached here as Attachments "A", "B", "C", "D" and "E" incorporated herein by reference;

WHEREAS, the Board of Supervisors of the District selected the proposal submitted by Contractor; and

WHEREAS, Contractor represents that it is qualified to serve as an aquatic management contractor and provide such services to the District.

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

**SECTION 1. 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.** The duties, obligations, and responsibilities of the Contractor are those as described in incorporated Attachments A, B, C, D and E. Contractor shall be solely responsible for the means, manner and methods by which its duties, obligations and responsibilities are met to the satisfaction of the District. Contractor shall report to the District Manager or his designee.

**SECTION 3. COMPENSATION.** District agrees to compensate the Contractor in accordance with Exhibit A. Contractor shall provide the District with an invoice on the first of the month on a monthly basis stating the services provided in the preceding month. Payment shall be made by the District after approval of the invoice by the District's Board of Supervisors.

**SECTION 4. INDEPENDENT CONTRACTOR.** The District and Contractor agree and acknowledge that Contractor shall serve as an independent contractor of the District.

**SECTION 5. TERM.** This Agreement shall commence on October 1, 2016, and shall continue for a period of one (1) year unless terminated in accordance with this Agreement.

**SECTION 6. INSURANCE.** The Contractor shall maintain the following insurance coverage's during the execution 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 per occurrence; and
- Workers compensation insurance in a form and in amounts prescribed by the laws of the State of Florida.

**SECTION 7. INDEMNIFICATION.** Contractor agrees to indemnify and hold harmless the District and its officers, agents and employees from any and all liability, claims, actions, suits or demands by any person, corporation or other entity for injuries, death, property damage or of any nature, arising out of, or in connection with, the work to be performed by Contractor, including litigation or any appellate proceedings with respect thereto. Contractor agrees that nothing herein shall constitute or be construed as a waiver of the District's limitations on liability contained in section 768.28, Florida Statutes, or other statute.

**SECTION 8. ENFORCEMENT.** 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.

**SECTION 9. 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 shall be entitled to recover from the other party all attorneys fees and costs incurred, including reasonable attorneys' fees and costs.

**SECTION 10. CANCELLATION.** The District shall also have the right to cancel this Agreement at any time upon seven (7) days written notice due to Contractor's failure to perform in accordance with the terms of this Agreement or for any reason.

**SECTION 11. 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 12. 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 13. 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 14. 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 15. CONFLICTS.** In the event of a conflict between any provision of this Agreement and the terms and conditions, then this Agreement shall control.

**SECTION 16. PUBLIC RECORDS.** Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, *Florida Statutes*. Contractor acknowledges that the designated public records custodian for the District is Jason Showe ("Public Records Custodian"). Among other requirements and to the extent applicable by law, the Contractor shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if the Contractor does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in Contractor's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the Contractor, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure

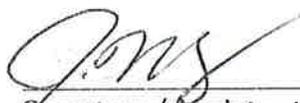
requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

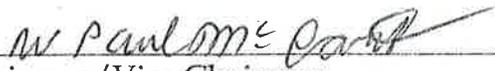
IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (407) 841-5524, [JSHOWE@GMSCFL.COM](mailto:JSHOWE@GMSCFL.COM), OR C/O GOVERNMENTAL MANAGEMENT SERVICES - CENTRAL FLORIDA, LLC, 135 W. CENTRAL BLVD., SUITE 320, ORLANDO, FLORIDA 32801.

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

ATTEST:

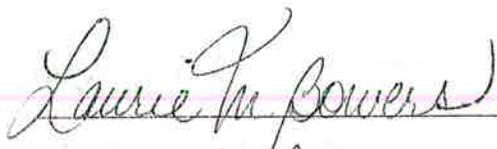
VIERA EAST COMMUNITY  
DEVELOPMENT DISTRICT

  
Secretary / Assistant Secretary

  
Chairman / Vice Chairman

WITNESS:

ECOR INDUSTRIES, INC.

  
Laurie M. Bowers  
Print Name of Witness

  
By: Michael A. Garnist  
Title: Vice President



# **ECOR Aquatic Weed Control & Natural Areas Management**

2840 Electronics Drive - Melbourne, FL 32935  
Phone (321) 254-0930 - Fax (321) 254-4695



## **ATTACHMENTS A, B, C, D & E AQUATIC SERVICE SCOPE OF WORK**

---

This Agreement made the date set forth below, by and between **ECOR Industries Inc.** also hereinafter called **ECOR**, and

**Viera East Community Development District**  
2300 Clubhouse Drive  
Viera, FL 32955

One Year: 10/01/16 – 09/30/17  
Monthly Thereafter

hereinafter called "**Customer**". The parties hereto agree as follows:

**ECOR** agrees to maintain the lakes and natural areas referenced in Attachments A, B, C, D & E in accordance with the terms and conditions of this agreement as listed below:

- ◆ Control of invasive and exotic emerged shoreline grasses, cattails, torpedo grass, etc., growing up to the high water mark. Native plants deemed beneficial and desirable by the **Customer** will not be targeted.
- ◆ Control of filamentous and macrophytic algae.
- ◆ Control of invasive and exotic floating vegetation such as hyacinths, waterfern, and duckweed.
- ◆ Control of invasive and exotic submerged vegetation such as pondweed, eleocharis, and hydrilla.
- ◆ Supplemental stocking of 200 triploid grass carp as permitted under Florida Fish and Wildlife #MT-19-CR-97-0451
- ◆ Monthly inspection and treatment as may be required by **ECOR** to maintain a clean body of water.

### Service Fees:

A statement and invoice for the month's inspection and treatments will be mailed at the end of the month. **Customer** agrees to pay **ECOR** in the following manner and amount with terms of Net 30:

**Attachment A - \$3,406.76 monthly**  
**Attachment B - \$3,295.90 monthly**  
**Attachment C - \$1,110 quarterly**  
**Attachment D - \$200 every other month**  
**Attachment E - \$664.24 monthly**

## AQUATIC SERVICE ADDENDUM

1. **ECOR's** "Aquatic Service Agreement" will be conducted in a manner consistent with integrated lake management practices. This may include chemical and biological control along with the acceptance that some species of vegetation may be beneficial in maintaining a balanced aquatic ecosystem. **ECOR** is fully insured, licensed, and certified with documentation provided upon request.
2. It is the **Customer's** responsibility to notify **ECOR** of all work areas that are designated as mitigation sites and have desirable plants installed. **ECOR** assumes no responsibility for damaged plants where **Customer** has failed to notify **ECOR** of such areas.
3. **ECOR** will not be responsible for removal of dead vegetation such as cattails, hyacinths, or torpedo grass, which may take many months to decompose. **ECOR** may provide a quotation for such services upon request.
4. **ECOR** will not be responsible for the cleanup of any dead fish unless directly resulting from a negligent application by **ECOR** such as using an aquatic herbicide inconsistent with label directions. Fish kills may occur for a variety of reasons including but not limited to runoff, algae blooms, cloudy weather, water temperature, and low dissolved oxygen. **ECOR** may provide a quotation for such services upon request.
5. **ECOR** will not be responsible for the removal of trash or debris unless contracted to do so as an optional service.
6. **ECOR** will not be responsible for the installation or maintenance of any aeration devices.
7. **ECOR** will notify the **Customer** of any deficiencies in the water control structures that may require repair.
8. **ECOR** will notify the **Customer** of any erosion or washout problems. The report will site the specific lake with a general location (ie. Lake 10, northeast corner). **ECOR** is not responsible for any repairs or maintenance of erosion or washout areas.
9. **ECOR** advocates the use of triploid grass carp as a biological means of lake management. The stocking of these carp or any other fish is provided for vegetation management purposes only.
10. Water use restrictions after treatments are not often required. When restrictions are required, **ECOR** will notify the **Customer** in writing of all restrictions that apply. **ECOR** will not be held liable for damages resulting from the **Customer** failing to follow restrictions.
11. Customer agrees to pay **ECOR** upon completion of the work as reported and invoiced for that month with terms of Net 30. Past due balances shall be assessed a finance charge of 1.5% (18% APR) until the entire balance is paid in full. In the event that the **Customer** fails to make payments as required, the account may be considered by **ECOR**, at its option, to be in default and the **Customer** shall be responsible for the payment of all costs of collection, including reasonable attorney fees, as allowed by law.

**VIERA EAST COMMUNITY DEVELOPMENT DISTRICT 2016-17**

**AQUATIC WEED CONTROL**

**ATTACHMENT A - 39 SITES (Last Revised 9/25/08)**

*NOTE: Please refer to site maps. Use the map/site numbers listed below to find general location of each site. The map/site number and site name shall be referenced on all invoices.*

MAP GRID #	SITE NUMBER	SITE NAME	SURFACE ACRES	MONTH
B 2	2	MAINTENANCE GARAGE NORTH	1.46	\$ 33.58
B 2/3	3	ADDINGTON-BRIGHTWOOD	6.07	\$ 139.61
B 2	3A	ADDINGTON CT	2.27	\$ 52.21
A/B 2/3	4	BRIGHTWOOD	4.32	\$ 99.36
A/B 2	5	BRIGHTWOOD-CANTERBURY	4.00	\$ 92.00
B 2	6	DURBAN-VEGC ENTRANCE	3.31	\$ 76.13
A 2	8	CANTERBURY-HOLE 10	1.23	\$ 28.29
A 2	9	CANTERBURY	3.05	\$ 70.15
A/B 2	10	STRATFORD-HOLE 9	5.02	\$ 115.46
B 2	11	OAKLEFE-HOLE 18	1.40	\$ 32.20
A 1/2	12	STRATFORD PLACE	4.67	\$ 107.41
A 2	13	CANTERBURY NORTH	0.85	\$ 19.55
A 1	18	BLACKHEATH	6.56	\$ 150.88
A 1	19	WOODHALL-ABERDEEN	3.66	\$ 84.18
A 1	20	ABERDEEN	5.42	\$ 124.66
A 1	21	ABERDEEN-HOLE 5	3.45	\$ 79.35
B 1	22	COLLINGTREE-WOODHALL	2.21	\$ 50.83
C 7	24	HAMMOCK TRACE-EAST	3.15	\$ 72.45
A 1	25	ABERDEEN-BLACKHEATH	2.90	\$ 66.70
B/C 6/7	26	HAMMOCK LAKES-WEST	5.67	\$ 130.41
C 6/7	27	HAMMOCK LAKES-EAST	4.99	\$ 114.77
D 3	31	HERON'S LANDING	12.23	\$ 281.29
C 6/7	33	FAWN RIDGE-WEST	5.91	\$ 135.93
C 6	33A	FAWN RIDGE-CENTRAL	1.06	\$ 24.38
D 6	34	FAWN RIDGE-EAST	8.51	\$ 195.73
C 4	36A	GRAND ISLE-CENTRAL	1.81	\$ 41.63
C 4	37	GRAND ISLE-NORTH	19.19	\$ 441.37
C 4	38	GRAND ISLE-NORTH		\$ -
B 4	43	BAYHILL-WEST	9.30	\$ 213.90
C 6	44	WOODSIDE PARK	0.46	\$ 10.58
B 3	54	OSPREY RIDGE-ENTRANCE	0.37	\$ 8.51
C 3	55	OSPREY RIDGE-CENTRAL	0.39	\$ 8.97
C 3	56A	OSPREY RIDGE-CENTRAL WEST	0.18	\$ 4.14
C 2	56B	OSPREY RIDGE-CENTRAL EAST	0.04	\$ 0.92
C 2	58	OSPREY RIDGE WEST	0.19	\$ 4.37
B 2	59	OSPREY CLUBHOUSE DRIVE	1.21	\$ 27.83
B 1	60	HERITAGE SOUTH	0.53	\$ 12.19
C/D 3	63	HERON'S LANDING WEST	7.41	\$ 170.43
C 2	70	BENNINGTON CENTRAL	3.67	\$ 84.41

**MONTHLY FEE** \$ 3,406.76  
**ANNUAL FEE** \$ 40,881.12

**VIERA EAST COMMUNITY DEVELOPMENT DISTRICT 2016-17  
NATURAL AREAS MANAGEMENT & AQUATIC WEED CONTROL  
ATTACHMENT B - 31 SITES (Last Revised 9/25/08)**

*NOTE: Please refer to site maps. Use the map/site numbers listed below to find general location of each site. The map/site number and site name shall be referenced on all invoices.*

MAP GRID #	SITE NUMBER	SITE NAME	SURFACE	
			ACRES	MONTH
B 3	1	GOLF COURSE 12/13 FAIRWAYS	18.53	\$ 426.19
B 2	7	DURBAN-ADDINGTON	10.73	\$ 246.79
A/B 1	14	PARKSTONE	1.90	\$ 43.70
B 1	15	OAKLEFE-HOLE 17	1.61	\$ 37.03
B 1	16	VEGC NORTH ENTRANCE	0.94	\$ 21.62
B 1	17	GOLF VISTA BLVD	0.75	\$ 17.25
A 1	18A	STRATFORD ENTRANCE	0.55	\$ 12.65
B 1	23	COLLINGTREE	14.15	\$ 325.45
B/C 7	28	HAMMOCK TRACE-WEST	4.83	\$ 111.09
D 3	29	HERON'S LNDG-VIERA BLVD	8.40	\$ 193.20
B 2/3	30	MAINTENANCE GARAGE SOUTH	0.67	\$ 15.41
C 4	36	GRAND ISLE-SOUTH	3.46	\$ 79.58
B/C 4	41	BAYHILL	9.82	\$ 225.86
B 3/4	42	BAYHILL NORTH	1.39	\$ 31.97
B 3/4	42A	STAR RUSH POND	0.10	\$ 2.30
B 3/4	42B	STAR RUSH CANAL	0.55	\$ 12.65
B 4	43A	BAYHILL-FLOWWAY	6.42	\$ 147.66
A/B 1	45	V.E.G.C. NORTH FLOWWAY WEST	7.24	\$ 166.52
B/C 3	53	OSPREY RIDGE-S	9.33	\$ 214.59
C 2	56	OSPREY RIDGE-NW	0.87	\$ 20.01
B 2	57	OSPREY LANDING	4.65	\$ 106.95
B 1	61	HERITAGE NORTH	9.01	\$ 207.23
B/C 1	62	V.E.G.C. NORTH FLOWWAY EAST	10.48	\$ 241.04
B 2	64	CLUBHOUSE DRIVE NORTHSIDE	1.82	\$ 41.96
B/C 2	65	CLUBHOUSE DRIVE SOUTHSIDE	1.66	\$ 38.18
B/C 2	66	BENNINGTON WEST	1.65	\$ 37.95
B 1	67	TEMPLETON WEST	2.95	\$ 67.85
C 1	68	TEMPLETON EAST	1.24	\$ 28.52
B 1/2	69	SOMMERVILLE	2.62	\$ 60.26
D 2/3	84	HERON'S LANDING-NORTH	4.38	\$ 100.74
C 3	85	HERON'S LANDING NORTHWEST	0.60	\$ 13.80

<b>MONTHLY FEE</b>	<b>\$ 3,295.90</b>
<b>ANNUAL FEE</b>	<b>\$ 39,550.80</b>

**VIERA EAST COMMUNITY DEVELOPMENT DISTRICT 2016-17  
 HEADER CANAL QUARTERLY SERVICE  
 ATTACHMENT C - EMERGENT VEGETATION CONTROL**

*NOTE: Chemical control for emergent vegetation only.  
 Hydrilla control quoted and done on an as needed basis.*

MAP GRID #	SITE NUMBER	SITE NAME	SURFACE ACRES	QUARTERLY
A-C 1-7	48	VIERA - WEST HEADER CANAL	26.61	\$ 1,110.00

SERVICE FEE (4 TIMES A YEAR) \$ 1,110.00  
 ANNUAL FEE \$ 4,440.00

**VIERA EAST COMMUNITY DEVELOPMENT DISTRICT 2016-17  
 BAYHILL FLOW-WAY BOAT WORK  
 ATTACHMENT D**

*NOTE: Chemical control done on an every other month basis for maintenance of the flow-way*

MAP GRID #	SITE NUMBER	SITE NAME	SURFACE ACRES	EVEN MONTHS
B 4	43A	BAYHILL-FLOWWAY	6.42	\$ 200.00

SERVICE FEE (6 TIMES A YEAR) \$ 200.00  
 ANNUAL FEE \$ 1,200.00

**VIERA EAST COMMUNITY DEVELOPMENT DISTRICT 2016-17  
 AQUATIC WEED CONTROL FOR WINGATE & AUBURN LAKES  
 ATTACHMENT E - 13 SITES (As of June 1, 2011)**

*NOTE: Please refer to site maps. Use the map/site numbers listed below to find general location of each site. The map/site number and site name shall be referenced on all invoices.*

MAP GRID #	SITE NUMBER	SITE NAME	SURFACE ACRES	MONTH
C 1	71	WINGATE ESTATES - TRACT H	2.80	\$ 64.40
C 1	72	WINGATE ESTATES - TRACT I	3.24	\$ 74.52
C 1	73	WINGATE ESTATES - TRACT K	4.91	\$ 112.93
C 1	74	WINGATE ESTATES - TRACT M	1.46	\$ 33.58
C 1	75	WINGATE ESTATES - TRACT D	1.58	\$ 36.34
C 1	76	AUBURN LAKES - TRACT 3	0.98	\$ 22.54
D 1	77	AUBURN LAKES - TRACT 16	1.77	\$ 40.71
D 1	78	AUBURN LAKES - TRACT 4	2.73	\$ 62.79
D 1	79	AUBURN LAKES - TRACT 5	1.56	\$ 35.88
C/D 1/2	80	AUBURN LAKES - TRACT 6	5.43	\$ 124.89
C 1/2	81	AUBURN LAKES - TRACT 7	0.82	\$ 18.86
D 2	82	AUBURN LAKES - TRACT 10	0.62	\$ 14.26
D 2	83	AUBURN LAKES - TRACT 12	0.98	\$ 22.54

MONTHLY FEE \$ 664.24  
 ANNUAL FEE \$ 7,370.88



September 6, 2016

Scott Eberly  
 Viera East Golf Club  
 Clubhouse Drive  
 Viera, FL 32955

Customer: 308963 Viera East Com. Dev. Dist.  
 Ship To: 320019 Viera East Golf Club  
 5250 Murrell Road  
 Viera, FL 32955

**State Contract Number: 21100000-15-1 Lawn Equipment**

*All pricing is valid for thirty (30) days*

Qty.	Model	Description	MSRP	Discount	State Contract Price	Requested Delivery Date
1	04530	Greensmaster 3320 TriFlex Hybrid	\$ 32,716.00	21%	\$ 25,845.64	
3	04655	14 BL Cutting Unit	\$ 8,478.00	21%	\$ 6,697.62	
1	04626	Narrow Wiehle Roller (.200" Spacing) (S	\$ 1,085.00	21%	\$ 857.15	
3	04724	Rotating Rear Roller Brush (RH) (set of 1	\$ 2,424.00	21%	\$ 1,914.96	
3	04648	Universal Groomer Drive	\$ 5,358.00	21%	\$ 4,232.82	
3	04283	21 Groomer, Spring Steel	\$ 1,554.00	21%	\$ 1,227.66	
1	04554	Light Kit - LED	\$ 579.00	21%	\$ 457.41	
1	131-6691	Seat Cover Large Grey (Estimated availa	\$ 44.97		\$ 44.97	
1	30042	400 Hour Maintenance Kit: GR3300	\$ 60.47		\$ 60.47	
		Total Price for 1 Unit	\$ 52,299.44		\$ 41,338.70	
		<b>Total Price for 2 Unit(s)</b>	<b>\$ 104,598.88</b>		<b>\$ 82,677.40</b>	
1	04358	Greensmaster 3150-Q	\$ 27,264.00	21%	\$ 21,538.56	
3	04652	8 BL Cutting Unit	\$ 7,287.00	21%	\$ 5,756.73	
1	04627	Wide Wiehle Roller (.92" Spacing) (Set c	\$ 1,085.00	21%	\$ 857.15	
1	04554	Light Kit - LED	\$ 579.00	21%	\$ 457.41	
1	131-6691	Seat Cover Large Grey (Estimated availa	\$ 44.97		\$ 44.97	
1	30064	MVP Kit - Filters	\$ 60.51		\$ 60.51	
		Total Price for 1 Unit	\$ 36,320.48		\$ 28,715.33	
		<b>Total Price for 2 Unit(s)</b>	<b>\$ 72,640.96</b>		<b>\$ 57,430.66</b>	
1	30881	Groundsmaster 4500-D (Tier 4 Final Cor	\$ 76,903.00	21%	\$ 60,753.37	
1	131-6691	Seat Cover Large Grey (Estimated availa	\$ 44.97		\$ 44.97	
1	CT2	Cool Top Canopy with Operator Downdra	\$ 760.00		\$ 760.00	
		Total Price for 1 Unit	\$ 77,707.97		\$ 61,558.34	
		<b>Total Price for 2 Unit(s)</b>	<b>\$ 155,415.94</b>		<b>\$ 123,116.68</b>	
		<u>Accessories for Greensmaster 3320</u>				
3	04720	Thatching Reel (Set of 1)	\$ 8,862.00	21%	\$ 7,000.98	
1	04625	Front Full Roller (Set of 3)	\$ 1,063.00	21%	\$ 839.77	
3	125-3505	Full Roller Scraper ASM	\$ 196.95		\$ 196.95	
1	04646	Spring Loaded Rear Roller Scraper (Set	\$ 263.00	21%	\$ 207.77	
3	117-6774-0	Weight - Electric	\$ 215.16		\$ 215.16	
6	322-13	Screw - HH	\$ 13.98		\$ 13.98	
		Total Price for 1 Unit(s)	\$ 10,614.09		\$ 8,474.61	

Scott Eberly  
Viera East Golf Club  
Clubhouse Drive  
Viera, FL 32955

Customer: 308963 Viera East Com. Div. Dist.  
Ship To: 320019 Viera East Golf Club  
5250 Murrell Road  
Viera, FL 32955

**Terms: dll financial solutions partner - Fair Market Value Lease (up to 900 hrs/yr)**

**Total Equipment to Finance \$ 271,699.35**  
**36 monthly payments at approximately \$ 6,319.73**  
**48 monthly payments at approximately \$ 5,167.72**

**\*\*\* A \$ 250.00 Documentation Fee will be included with the first payment.**

Please note: All lease payments are approximate and subject to credit approval. First payment in advance. Estimated lease payments are subject to financial conditions at the time the lease is booked. Wesco Turf is not responsible for any fluctuations in lease rates resulting in higher payments.

**Please indicate your acceptance of this quote as an order by signing below and returning via fax to Wesco Turf at 941.487.6889.**

\_\_\_\_\_  
**Scott Eberly**

\_\_\_\_\_  
**Date**

The above quote meets or exceeds ANSI Safety Specification. Toro Commercial Equipment carries a two-year or 1500 hour warranty.

The preceding pricing is good for 30 days, not including Florida Sales Tax, after which time new pricing would have to be submitted. Time of delivery may vary; please check when placing order. All payments are subject to state and local taxes.

Thank you for considering Wesco Turf, Inc. for your equipment needs. If I can be of any further assistance, please do not hesitate to contact me.

Sincerely,

*Bill Wallace*

WESCO TURF, INC.  
Territory Manager  
Commercial Division  
321 403 1074

PND/tgd  
Viera East.qd State Contract 15  
Email PDF to Salesman.

**AUTHORIZED PRICE LIST - TEMPLATE**

Contractor's: Wesco Turf, Inc.  
 Contractor's FEIN: 59-2763187  
 Manufacturer / Brand: Toro  
 Contracted Group: 5, 7, 8, 9, 17 and 18

**This Contract begins September 1, 2015 and end June 30, 2017**

**Notes:**

1. Commodity Type Key: B = Base Equipment; O = OEM Option, Accessory, & Implement related to the immediate preceding Base Equipment.
2. The Authorized Price List is not complete unless used in conjunction with the full requirements, specifications, terms, and conditions of the Contract.

GROUP NO.	Sub-Group	Sub-Group	ITEM NUMBER	COMMODITY DESCRIPTION Contract # 21100000-15-1	MSRP	MSRP LIST DATE	CONTRACT APPLICABLE MSRP DISCOUNT	CONTRACT PRICE
5	8	B	74534	15 HP Kawasaki FS w/36" TURBO FORCE Deck	\$8,388.00	9/1/2015	31.00%	\$5,787.72
5	8	B	74536	15 HP Kawasaki FS w/40" TURBO FORCE Deck	\$8,721.00	9/1/2015	31.00%	\$6,011.49
5	8	B	74574	22 HP Kawasaki FX w/48" TURBO FORCE Deck	\$9,721.00	9/1/2015	31.00%	\$6,707.49
5	8	B	74586	23 HP Kohler Command Pro EFI w/48" TURBO FORCE Deck	\$10,277.00	9/1/2015	31.00%	\$7,091.13
5	8	B	74575	22 HP Kawasaki FX w/52" TURBO FORCE Deck	\$9,832.00	9/1/2015	31.00%	\$6,784.68
5	8	B	74589	23 HP Kohler Command Pro EFI w/52" TURBO FORCE Deck	\$10,388.00	9/1/2015	31.00%	\$7,167.72
5	8	B	74576	23.5 HP Kawasaki FX w/60" TURBO FORCE Deck	\$10,610.00	9/1/2015	31.00%	\$7,320.80
5	8	B	74583	25 HP Kohler Command Pro EFI w/60" TURBO FORCE Deck	\$11,166.00	9/1/2015	31.00%	\$7,704.54
7	12	B	74942	25 HP Kohler CP EFI w/60" TURBO FORCE RD Deck	\$12,888.00	9/1/2015	31.00%	\$8,892.72
7	12	B	74944	26.5 HP Kohler CP EFI w/72" TURBO FORCE RD Deck	\$13,332.00	9/1/2015	31.00%	\$9,189.08
8	14	B	74141	20.5 HP Kawasaki FX w/48" TURBO FORCE Deck	\$7,777.00	9/1/2015	31.00%	\$5,306.13
8	14	B	74952	20.5 HP Kawasaki FX w/48" TURBO FORCE Deck	\$9,221.00	9/1/2015	31.00%	\$6,362.49
8	14	B	74904	23 HP Kohler Comman Pro EFI w/48" TURBO FORCE Deck	\$10,999.00	9/1/2015	31.00%	\$7,509.31
8	15	B	74143	22 HP Kawasaki FX w/52" TURBO FORCE Deck	\$8,332.00	9/1/2015	31.00%	\$5,746.06
8	15	B	74955	25 HP Kohler Command Pro EFI w/52" TURBO FORCE Deck	\$9,554.00	9/1/2015	31.00%	\$6,592.26
8	15	B	74906	25 HP Kohler Command Pro EFI w/52" TURBO FORCE Deck	\$11,554.00	9/1/2015	31.00%	\$7,972.26
8	15	B	74923	24.5 HP Kawasaki FX w/52" TURBO FORCE Deck	\$12,110.00	9/1/2015	31.00%	\$8,355.90
8	15	B	74266	25 HP Kubota Diesel w/52" TURBO FORCE DECK	\$17,221.00	9/1/2015	31.00%	\$11,882.49
8	15	B	74145	23.5 HP Kawasaki FX w/60" TURBO FORCE Deck	\$8,666.00	9/1/2015	31.00%	\$5,979.54
8	15	B	74957	23.5 HP Kawasaki FX w/60" TURBO FORCE Deck	\$9,999.00	9/1/2015	31.00%	\$6,899.31
8	15	B	74958	25 HP Kohler Command Pro EFI w/60" TURBO FORCE Deck	\$10,554.00	9/1/2015	31.00%	\$7,392.26
8	15	B	74915	25 HP Kohler Command Pro w/60" TURBO FORCE Deck	\$11,888.00	9/1/2015	31.00%	\$8,302.72
8	15	B	74930	25 HP Kohler Command Pro EFI w/60" TURBO FORCE Deck	\$12,443.00	9/1/2015	31.00%	\$8,695.67
8	15	B	74933	Kohler Command Pro EFI Propane w/60" TURBO FORCE Deck	\$15,110.00	9/1/2015	31.00%	\$10,325.90
8	15	B	74925	25.5 HP Kawasaki FX w/60" TURBO FORCE Deck	\$12,999.00	9/1/2015	31.00%	\$8,969.31
8	15	B	74926	26.5 HP Kohler EFI w/60" TURBO FORCE Deck	\$13,554.00	9/1/2015	31.00%	\$9,352.26
8	15	B	74946	34 HP Kohler CP EFI w/60" TURBO FORCE Deck w/HORIZON Technology	\$14,999.00	9/1/2015	31.00%	\$10,349.31
8	15	B	74267	25 HP Kubota Diesel w/60" TURBO FORCE Deck	\$17,777.00	9/1/2015	31.00%	\$12,308.13
8	15	B	74959	25 HP Kohler Command Pro w/72" TURBO FORCE Deck	\$10,554.00	9/1/2015	31.00%	\$7,282.26
8	15	B	74918	26.5 HP Kohler Command Pro EFI w/60" TURBO FORCE Deck	\$12,888.00	9/1/2015	31.00%	\$8,892.72
8	15	B	74934	Kohler Command Pro EFI Propane w/72" TURBO FORCE Deck	\$15,554.00	9/1/2015	31.00%	\$10,732.26
8	15	B	74927	25.5 HP Kawasaki FX w/72" TURBO FORCE Deck	\$13,554.00	9/1/2015	31.00%	\$9,352.26
8	15	B	74928	26.5 HP Kohler EFI w/72" TURBO FORCE Deck	\$14,110.00	9/1/2015	31.00%	\$9,735.90
8	15	B	74947	34 HP Kohler CP EFI-72" TURBO FORCE Deck w/HORIZON Technology	\$15,554.00	9/1/2015	31.00%	\$10,732.26
8	15	B	74274	25 HP Kubota Diesel w/72" TURBO FORCE Deck	\$18,332.00	9/1/2015	31.00%	\$12,649.08
8	15	B	74990	23.5HP Kawasaki FX w/60" TURBO FORCE Deck - MYRIDE	\$11,332.00	9/1/2015	31.00%	\$7,819.08
8	15	B	74991	25 HP Kohler Command PRO EFI FX w/60" TURBO FORCE Deck - MYRIDE	\$13,554.00	9/1/2015	31.00%	\$9,352.26
8	15	B	74992	25.5HP Kawasaki FX w/60" TURBO FORCE Deck - MYRIDE	\$14,110.00	9/1/2015	31.00%	\$9,735.90
8	15	B	74993	25.5HP Kawasaki FX w/72" TURBO FORCE Deck - MYRIDE	\$14,666.00	9/1/2015	31.00%	\$10,119.94
9	16	B	30609	Groundsmaster 4000-D (TIER 4 FINAL COMPLIANT)	\$75,395.00	9/1/2015	21.00%	\$59,557.31
9	16	B	30638	Groundsmaster Cab Model 4010-D (TIER 4 FINAL COMPLIANT)	\$92,896.00	9/1/2015	21.00%	\$73,387.84
9	16	B	30608	Groundsmaster 4100-D (TIER 4 FINAL COMPLIANT)	\$75,267.00	9/1/2015	21.00%	\$59,469.93
9	16	B	30644	Groundsmaster 4110-D (TIER 4 FINAL COMPLIANT)	\$92,947.00	9/1/2015	21.00%	\$73,424.18
9	16	B	31598	Groundsmaster 5900 Includes standard features: 2-Post ROPS, premium seat, air ride seat suspension, road/work lights, signal/flasher lights, brake lights and SMV Sign	\$104,251.00	9/1/2015	21.00%	\$82,355.29
9	16	B	31599	Groundsmaster 5910 Standard Equip Includes: ROPS cab, A/C, heater, premium seat, air ride seat suspension, brake lights and SMV sign,	\$120,141.00	9/1/2015	21.00%	\$94,311.39
9	16	O	30349	Universal Sunshade (White)	\$655.00	9/1/2015	21.00%	\$517.45
9	16	O	30552	Universal Sunshade (Red)	\$807.00	9/1/2015	21.00%	\$637.53
9	16	O	30420	Guardian Recycler Conversion Kit	\$1,434.00	9/1/2015	21.00%	\$1,132.86
9	16	O	30422	Leaf Mulching Kit	\$1,434.00	9/1/2015	21.00%	\$1,132.86
9	16	O	30414	North American Road Light Kit	\$909.00	9/1/2015	21.00%	\$718.11
9	16	O	30081	Beacon Kit	\$354.00	9/1/2015	21.00%	\$279.66
9	16	O	30476	Service Deck - Right Cutting Unit- GM4000	\$4,097.00	9/1/2015	21.00%	\$3,236.63
9	16	O	30477	Service Deck - Left	\$4,097.00	9/1/2015	21.00%	\$3,236.63
9	16	O	30479	Center Deck GM4000 T4 Final Model	\$4,999.00	9/1/2015	21.00%	\$3,949.21
9	16	O	30706	Cab-Light Kit	\$529.00	9/1/2015	21.00%	\$417.91
9	16	O	31509	Beacon Kit (F15 and newer models)	\$297.00	9/1/2015	21.00%	\$236.63
9	16	O	30419	Leaf Mulching Kit	\$1,553.00	9/1/2015	21.00%	\$1,226.87
9	16	O	30407	4WD Hydraulic Flow Divider Kit	\$1,124.00	9/1/2015	21.00%	\$887.96
9	16	O	30451	Replacement Cutting Unit	\$15,172.00	9/1/2015	21.00%	\$11,888.38
9	16	O	31181	Leaf Mulching Kit	\$2,072.00	9/1/2015	21.00%	\$1,635.98
9	30	B	07386	Workman HDX 4WD (Kubota gas)	\$30,930.00	9/1/2015	21.00%	\$24,454.70
9	30	B	07387	Workman HDX-D 4WD (Kubota diesel)	\$32,136.00	9/1/2015	21.00%	\$25,387.44
9	30	B	07383	Workman HDX,	\$24,414.00	9/1/2015	21.00%	\$19,287.06
9	30	B	07369	Workman HD	\$22,087.00	9/1/2015	21.00%	\$17,448.75

16	30	B	07384	Workman HDX 2WD	\$25,884.00	9/1/2015	21.00%	\$20,488.36
16	30	B	07390	Workman HDX Auto	\$26,141.00	9/1/2015	21.00%	\$20,651.93
16	30	B	07385	Workman HDX-D 2WD	\$27,049.00	9/1/2015	21.00%	\$21,366.71
16	30	B	07279	Workman MD (California Carb Compliant)	\$9,999.00	9/1/2015	21.00%	\$7,899.21
16	30	B	07299	Workman MDE	\$12,710.00	9/1/2015	21.00%	\$10,040.90
16	30	B	07273	Workman MDX	\$12,236.00	9/1/2015	21.00%	\$9,666.45
16	30	B	07390	Workman MDX-D	\$14,354.00	9/1/2015	21.00%	\$11,339.66
16	30	O	07372	Canopy	\$616.00	9/1/2015	21.00%	\$488.64
16	30	O	07373	Folding Windshield	\$275.00	9/1/2015	21.00%	\$217.25
16	30	O	07349	Cab Heater	\$815.00	9/1/2015	21.00%	\$643.85
16	30	O	07578	4 Post ROPS for HD & HDX	\$640.00	9/1/2015	21.00%	\$505.60
16	30	O	07392	ROPS Certified Hard Cab (Doors Sold Separately)	\$4,904.00	9/1/2015	21.00%	\$3,874.16
16	30	O	07393	Door Kit	\$1,396.00	9/1/2015	21.00%	\$1,102.84
16	30	O	07419	Rear PTO Kit	\$1,003.00	9/1/2015	21.00%	\$792.37
16	30	O	08791	Rear PTO Overrunning Clutch (Required on rear mounted attachments used in mobile operation.)	\$4,402.00	9/1/2015	21.00%	\$3,477.38
16	30	O	07316	High Flow Hydraulic Kit (HDX Models)	\$1,714.00	9/1/2015	21.00%	\$1,354.66
16	30	O	07317	Light Kit "Right Side" for HD & HDX (Cannot use on F12 model year)	\$535.00	9/1/2015	21.00%	\$422.65
16	30	O	07388	Hand Throttle Kit	\$409.00	9/1/2015	21.00%	\$323.11
16	30	O	07377	Heavy Duty Hitch Frame	\$1,179.00	9/1/2015	21.00%	\$931.41
16	30	O	14209	Heavy Duty Power Lift Holster Hitch	\$1,261.00	9/1/2015	21.00%	\$989.19
16	30	O	07303	Fold Down Side Kit (w/tailgate) for Full Flatbed	\$1,278.00	9/1/2015	21.00%	\$1,006.62
16	30	O	07331	Plastic Bedliner (fits full & 2/3 size beds)	\$373.00	9/1/2015	21.00%	\$294.67
16	30	O	07301	Full Flat Bed	\$1,660.00	9/1/2015	21.00%	\$1,311.40
16	30	O	07302	Full Bed Side Kit	\$876.00	9/1/2015	21.00%	\$692.64
16	30	O	07321	2/3 Flatbed	\$918.00	9/1/2015	21.00%	\$725.22
16	30	O	07322	2/3 Flatbed - Side Kit	\$817.00	9/1/2015	21.00%	\$645.43
16	30	O	44225	Topdress 18 - 18cu. ft.	\$7,945.00	9/1/2015	21.00%	\$6,276.55
16	30	O	07341	1/3 Flatbed (Rear 2/3 must be covered)	\$601.00	9/1/2015	21.00%	\$474.70
16	30	O	07342	1/3 Flatbed Stake Side Kit	\$246.00	9/1/2015	21.00%	\$194.34
16	30	O	07347	1/3 Vertical Lift	\$11,220.00	9/1/2015	21.00%	\$8,865.60
16	30	O	41256	Vicon Spreader	\$3,787.00	9/1/2015	21.00%	\$2,991.73
16	30	O	41253	Vicon Spreader Mounting Kit	\$2,520.00	9/1/2015	21.00%	\$1,996.80
16	30	O	44242	Cushman Core Harvester Adapter	\$816.00	9/1/2015	21.00%	\$644.64
16	30	O	41240	Multi Pro WM Sprayer Accessory (New/Multi Pro WM Sprayer Accessory)	\$15,706.00	9/1/2015	21.00%	\$12,407.74
16	30	O	41323	New Boom Retrofit Kit	\$6,328.00	9/1/2015	21.00%	\$4,999.12
16	30	O	41241	Clean Rinse Kit (New Clean Rinse Kit for Multi Pro WM)	\$1,532.00	9/1/2015	21.00%	\$1,210.28
16	30	O	41244	Chemical Pre-Mix Kit (K2 Valve)	\$2,566.00	9/1/2015	21.00%	\$2,027.14
16	30	O	41245	Electric Hose Reel Kit (K2 Valve)	\$3,248.00	9/1/2015	21.00%	\$2,565.92
16	30	O	41232	Foam Marker Kit (All Sprayers)	\$2,138.00	9/1/2015	21.00%	\$1,689.02
16	30	O	41218	Ultra Sonic Boom II Kit (Fits all MP5800, MP1750 and Multi Pro WM models with fully hydraulic boomactuators)	\$3,002.00	9/1/2015	21.00%	\$2,371.56
16	30	O	41602	Drift Reduction Boom Shroud Kit	\$2,405.00	9/1/2015	21.00%	\$1,899.95
16	30	O	41023	Single Nozzle Kit - For ALL Multi Pro Sprayers	\$186.00	9/1/2015	21.00%	\$146.94
16	30	O	41131	Hand Spray Wand Kit (For Multi Pro WM & MP1750)	\$434.00	9/1/2015	21.00%	\$342.86
16	30	O	41157	ProFoam Concentrate (4 one gal. per case)	\$250.00	9/1/2015	21.00%	\$197.50
16	30	O	41206	Rear Work Light Kit (ROPS mounted)	\$458.00	9/1/2015	21.00%	\$361.82
16	30	O	41216	Jack Stand (Rear lift assis jacks for Multi Pro WM (quantity 2)	\$281.00	9/1/2015	21.00%	\$221.99
16	30	O	07420	Hand Throttle Kit	\$187.00	9/1/2015	21.00%	\$147.73
16	30	O	07391	4-Wheel Drive Kit (Workman HDX Auto)	\$2,917.00	9/1/2015	21.00%	\$2,304.43
16	30	O	07395	High Flow Hydraulics Kit For Workman HDX Auto	\$1,382.00	9/1/2015	21.00%	\$1,091.78
16	30	O	07397	High Range Lockout (Model Year 2014)	\$250.00	9/1/2015	21.00%	\$197.50
16	30	O	07394	High Range Lockout (Model Year 2015+)	\$107.00	9/1/2015	21.00%	\$84.53
16	30	O	07320	ROPS Certified Hard Cab (Doors Sold Separately)	\$3,803.00	9/1/2015	21.00%	\$3,004.37
16	30	O	07356	Cab Doors (Slider window on driver's side)	\$1,375.00	9/1/2015	21.00%	\$1,086.25
16	30	O	07324	Canopy (Includes all support hardware; Installed w/ or w/out ROPS)	\$560.00	9/1/2015	21.00%	\$442.60
16	30	O	07326	Folding Windshield	\$263.00	9/1/2015	21.00%	\$207.77
16	30	O	07325	Solid Windshield	\$247.00	9/1/2015	21.00%	\$195.13
16	30	O	07276	ROPS Including seat belts (Required to change ground speed to 20 mph)	\$716.00	9/1/2015	21.00%	\$565.64
16	30	O	07338	Brush Guard & Bumper	\$287.00	9/1/2015	21.00%	\$228.63
16	30	O	07329	Heavy Duty Front Bumper	\$162.00	9/1/2015	21.00%	\$127.68
16	30	O	07389	MD/MDX/MDX-D Electric Cargo Bed Lift Kit, 2014 & Newer	\$697.00	9/1/2015	21.00%	\$550.63
16	30	O	07278	Receiver Hitch	\$186.00	9/1/2015	21.00%	\$148.84
16	30	O	07318	12V Power Plug Adapter Kit (2010 Models and newer)	\$528.00	9/1/2015	21.00%	\$417.12
16	30	O	07398	MDE Electric Cargo Bed Lift Kit, 2014 & Newer	\$737.00	9/1/2015	21.00%	\$582.23
16	30	O	07382	MDE Electric Cargo Bed Lift Kit, 2011-2013	\$729.00	9/1/2015	21.00%	\$575.91
17	31	B	04055	Greensmaster 1000	\$9,933.00	9/1/2015	21.00%	\$7,857.07
17	31	B	04056	Greensmaster 1600	\$9,983.00	9/1/2015	21.00%	\$7,886.57
17	31	B	04358	Greensmaster 3150-Q	\$27,264.00	9/1/2015	21.00%	\$21,538.50
17	31	B	04384	Greensmaster 3250-D	\$31,930.00	9/1/2015	21.00%	\$25,224.70
17	31	B	04510	Greensmaster 3300 TriFlex Hydraulic	\$29,752.00	9/1/2015	21.00%	\$23,504.68
17	31	B	04530	Greensmaster 3320 TriFlex Hybrid	\$32,716.00	9/1/2015	21.00%	\$25,845.64
17	31	B	04520	Greensmaster 3400 TriFlex Hydraulic (Diesel)	\$33,398.00	9/1/2015	21.00%	\$26,364.42
17	31	B	04540	Greensmaster 3420 TriFlex Hybrid (Diesel)	\$36,201.00	9/1/2015	21.00%	\$28,896.79
17	31	B	04054	Greensmaster 800	\$9,166.00	9/1/2015	21.00%	\$7,241.14
17	31	B	04043	Greensmaster Flex 1300	\$8,850.00	9/1/2015	21.00%	\$6,991.80
17	31	B	04042	Greensmaster eFlex 2100	\$8,788.00	9/1/2015	21.00%	\$6,942.52
17	31	B	04041	Greensmaster Flex 1800	\$8,189.00	9/1/2015	21.00%	\$6,469.31
17	31	B	04040	Greensmaster Flex 2100	\$7,921.00	9/1/2015	21.00%	\$6,257.58
17	31	B	04240	Trans Pro 100	\$1,973.00	9/1/2015	21.00%	\$1,578.67

17	31	B	04238	Trans Pro 80	\$1,057.00	9/1/2015	21.00%	\$836.03
17	31	O	04125	Wheel Kit	\$206.00	9/1/2015	21.00%	\$159.74
17	31	O	04062	LED Light Kit	\$573.00	9/1/2015	21.00%	\$442.07
17	31	O	04247	Rain Ramp Kit, TransPro 80	\$589.00	9/1/2015	21.00%	\$453.91
17	31	O	04245	Flat Ramp Kit (use when mower has transport wheels)	\$490.00	9/1/2015	21.00%	\$377.10
17	31	O	04248	Rail ramp Conversion Kit-TP 100	\$698.00	9/1/2015	21.00%	\$539.22
17	31	O	04109	Thatching Kit (dynaBLADE)	\$1,521.00	9/1/2015	21.00%	\$1,171.59
17	31	O	04266	Push Broom Brush (Out Front Brush Kit)	\$528.00	9/1/2015	21.00%	\$407.12
17	31	O	04283	21 Groomer, Spring Steel	\$518.00	9/1/2015	21.00%	\$400.22
17	31	O	04284	21 Groomer, Carbide	\$757.00	9/1/2015	21.00%	\$586.03
17	31	O	04285	21 Groomer, Brush Spiral	\$405.00	9/1/2015	21.00%	\$311.95
17	31	O	04741	Thin Groomer Assembly - GR100	\$801.00	9/1/2015	21.00%	\$622.79
17	31	O	04270	Soft 21 Perfection Brush	\$433.00	9/1/2015	21.00%	\$332.07
17	31	O	04271	Stiff 21 Perfection Brush	\$433.00	9/1/2015	21.00%	\$332.07
17	31	O	04134	CR Groomer Drive	\$1,720.00	9/1/2015	21.00%	\$1,338.80
17	31	O	04286	26 Groomer, Spring Steel	\$643.00	9/1/2015	21.00%	\$497.67
17	31	O	04287	26 Groomer, Carbide	\$901.00	9/1/2015	21.00%	\$691.79
17	31	O	04288	26 Groomer, Brush Spiral	\$469.00	9/1/2015	21.00%	\$361.61
17	31	O	04742	Thin Groomer Assembly - GR1600	\$852.00	9/1/2015	21.00%	\$657.08
17	31	O	04276	Stiff 26 Perfection Brush	\$465.00	9/1/2015	21.00%	\$357.58
17	31	O	04618	8-Blade Cutting Unit	\$2,399.00	9/1/2015	21.00%	\$1,851.11
17	31	O	04619	11-Blade Cutting Unit	\$2,498.00	9/1/2015	21.00%	\$1,913.42
17	31	O	04624	14-Blade Cutting Unit	\$2,643.00	9/1/2015	21.00%	\$2,037.97
17	31	O	04625	Front Full Roller (Set of 3)	\$1,063.00	9/1/2015	21.00%	\$818.77
17	31	O	04626	Narrow Wiehle Roller (.200" Spacing) (Set of 3)	\$1,085.00	9/1/2015	21.00%	\$835.75
17	31	O	04627	Wide Wiehle Roller (.92" Spacing) (Set of 3)	\$1,085.00	9/1/2015	21.00%	\$835.75
17	31	O	04628	Solid Steel Roller Kit (Front Wide Wiehle Roller and Rear Full Roller)	\$633.00	9/1/2015	21.00%	\$489.07
17	31	O	04629	Anti Bobbing Roller - DPA (Front and Rear)	\$1,582.00	9/1/2015	21.00%	\$1,217.58
17	31	O	04267	Paspalum Roller	\$399.00	9/1/2015	21.00%	\$305.21
17	31	O	04249	Split Full Roller	\$723.00	9/1/2015	21.00%	\$554.17
17	31	O	04250	Split Narrow Wiehle Roller	\$735.00	9/1/2015	21.00%	\$560.65
17	31	O	04634	DPA Groomer (Set of 3)	\$5,601.00	9/1/2015	21.00%	\$4,312.79
17	31	O	04640	Rotating Rear Roller Brush (Set of 3)	\$2,315.00	9/1/2015	21.00%	\$1,782.05
17	31	O	04709	Groomer Drive (LH) (Set of 1)	\$1,658.00	9/1/2015	21.00%	\$1,269.82
17	31	O	04712	Groomer Reel, Spring Steel	\$488.00	9/1/2015	21.00%	\$375.52
17	31	O	04713	Groomer Brush Spiral	\$364.00	9/1/2015	21.00%	\$279.56
17	31	O	04744	Thin Groomer Assembly - Riders	\$687.00	9/1/2015	21.00%	\$527.73
17	31	O	04726	Rotating Rear Roller Brush (LH) (Set of 1)	\$801.00	9/1/2015	21.00%	\$622.79
17	31	O	04274	Soft 21 Perfection Brush - DPA	\$412.00	9/1/2015	21.00%	\$315.58
17	31	O	04275	Stiff 21 Perfection Brush - DPA	\$412.00	9/1/2015	21.00%	\$315.58
17	31	O	04646	Spring Loaded Rear roller Scraper (Set of 3)	\$263.00	9/1/2015	21.00%	\$201.77
17	31	O	04476	3 WD Kit (Without ROPS)	\$3,030.00	9/1/2015	21.00%	\$2,333.00
17	31	O	04554	Light Kit - LED	\$579.00	9/1/2015	21.00%	\$445.41
17	31	O	30707	Arm Rest Kit	\$177.00	9/1/2015	21.00%	\$136.83
17	31	O	04494	Green Spiker Kit (Set of 3)	\$5,556.00	9/1/2015	21.00%	\$4,269.24
17	31	O	04495	Greens Tri-Roller Kit (Set of 3)	\$4,896.00	9/1/2015	21.00%	\$3,767.94
17	31	O	04479	Thatching Reel (Set of 1)	\$2,682.00	9/1/2015	21.00%	\$2,078.78
17	31	O	04710	Groomer Drive (RH) (Set of 1)	\$1,658.00	9/1/2015	21.00%	\$1,269.82
17	31	O	04724	Rotating Rear Roller Brush (RH) (Set of 1)	\$808.00	9/1/2015	21.00%	\$623.22
17	31	O	04487	Hydraulic Oil Leak Detector	\$1,353.00	9/1/2015	21.00%	\$1,043.87
17	31	O	04551	Light Kit	\$373.00	9/1/2015	21.00%	\$286.67
17	31	O	04477	3WD Kit	\$3,000.00	9/1/2015	21.00%	\$2,310.00
17	31	O	04613	8 Blade Cutting Unit (Set of 1)	\$2,451.00	9/1/2015	21.00%	\$1,886.25
17	31	O	04614	11 Blade Cutting Unit (Set of 1)	\$2,615.00	9/1/2015	21.00%	\$2,006.25
17	31	O	04615	14 Blade Cutting Unit (Set of 1)	\$2,769.00	9/1/2015	21.00%	\$2,147.51
17	31	O	04711	Groomer Reel, Carbide (RH) (Set of 1) (Forward)	\$736.00	9/1/2015	21.00%	\$564.44
17	31	O	04260	Flex Groomer Drive, Counter Rotating (Set of 1)	\$2,047.00	9/1/2015	21.00%	\$1,571.13
17	31	O	04708	Groomer Reel, Carbide (LH) (Set of 1) (For use with 04260 only)	\$637.00	9/1/2015	21.00%	\$490.23
17	31	O	04714	3WD Kit	\$2,705.00	9/1/2015	21.00%	\$2,085.95
17	31	O	04715	Leak Detector (Standard on the GM3300-04510)	\$1,261.00	9/1/2015	21.00%	\$966.19
17	31	O	04719	Seat Kit - Premium	\$1,463.00	9/1/2015	21.00%	\$1,125.77
17	31	O	04720	Thatching Reel (Set of 1)	\$2,954.00	9/1/2015	21.00%	\$2,283.06
17	31	O	04722	Greens Tri-Roller Kit (Set of 3)	\$1,665.00	9/1/2015	21.00%	\$1,271.35
17	31	O	04723	Greens Spiker (Set of 1)	\$1,854.00	9/1/2015	21.00%	\$1,443.66
17	31	O	04730	Leak Detector	\$1,287.00	9/1/2015	21.00%	\$991.73
17	31	O	04718	Standard Seat Kit	\$620.00	9/1/2015	21.00%	\$476.80
17	31	O	04280	18 Groomer, Spring Steel	\$549.00	9/1/2015	21.00%	\$423.71
17	31	O	04281	18 Groomer, Carbide	\$614.00	9/1/2015	21.00%	\$473.06
17	31	O	04282	18 Groomer, Brush Spiral	\$380.00	9/1/2015	21.00%	\$292.20
17	31	O	04740	Thin Groomer Assembly - GR 800	\$701.00	9/1/2015	21.00%	\$540.79
17	31	O	04269	Soft 18 Perfection Brush	\$450.00	9/1/2015	21.00%	\$345.50
17	31	O	04269	Stiff 18 Perfection Brush	\$450.00	9/1/2015	21.00%	\$345.50
17	31	O	04253	11 BLADE-FLEX 1800	\$4,542.00	9/1/2015	21.00%	\$3,468.18
17	31	O	04254	14 BLADE-FLEX 1800	\$4,619.00	9/1/2015	21.00%	\$3,549.01
17	31	O	04259	Flex Groomer Drive, Forward Rotating	\$1,587.00	9/1/2015	21.00%	\$1,221.03
17	31	O	04263	Groomer Reel, Carbide (18")	\$668.00	9/1/2015	21.00%	\$513.52
17	31	O	04264	Groomer Brush (18")	\$590.00	9/1/2015	21.00%	\$453.60
17	31	O	04743	Thin Groomer Assembly - Flex 18	\$691.00	9/1/2015	21.00%	\$531.69
17	31	O	04272	Soft 18 Perfection Brush - DPA	\$427.00	9/1/2015	21.00%	\$327.58
17	31	O	04273	Stiff 18 Perfection Brush - DPA	\$427.00	9/1/2015	21.00%	\$327.58
17	31	O	04232	Lithium Ion Battery Pack	\$5,854.00	9/1/2015	21.00%	\$4,501.66

17	31	O	04265	LED Light Kit - GR Flex 2100/1800	\$580.00	9/1/2015	21.00%	\$1,496.20
17	31	O	04251	11 Blade Cutting Unit - Flex 2100	\$3,985.00	9/1/2015	21.00%	\$8,568.48
17	31	O	04252	14 Blade Cutting Unit - Flex 2100	\$4,144.00	9/1/2015	21.00%	\$8,713.76
17	31	O	04255	Front Narrow Wiehle Roller	\$361.00	9/1/2015	21.00%	\$765.10
17	31	O	04256	Front Wide Wiehle Roller	\$362.00	9/1/2015	21.00%	\$765.98
17	31	O	04257	Front Full Roller	\$362.00	9/1/2015	21.00%	\$765.98
17	31	O	04258	Extended Front Narrow Wiehle Roller	\$366.00	9/1/2015	21.00%	\$780.86
17	32	B	03910	Reelmaster 3550-D 24.8 HP Diesel	\$34,499.00	9/1/2015	21.00%	\$72,756.21
17	32	B	03674	Reelmaster 5010-H 24.8 HP Tier 4-Compliant Diesel /48 v battery pack	\$43,999.00	9/1/2015	21.00%	\$93,759.21
17	32	B	03606	Reelmaster 5410-D 36.8 HP Tier 4-Compliant Diesel w/factory installed RO	\$49,499.00	9/1/2015	21.00%	\$103,103.21
17	32	B	03608	Reelmaster 5410-G 49 HP EFI Gasoline w/factory installed ROPS	\$45,499.00	9/1/2015	21.00%	\$95,944.21
17	32	B	03607	Reelmaster 5510-D 36.8 HP Tier 4-Compliant Diesel w/factory installed RO	\$51,499.00	9/1/2015	21.00%	\$106,684.21
17	32	B	03609	Reelmaster 5510-G 49 HP EFI Gasoline w/factory installed ROPS	\$47,499.00	9/1/2015	21.00%	\$97,524.21
17	32	B	03780	Reelmaster 7000-D 55 HP Tier 4-Compliant Diesel	\$69,999.00	9/1/2015	21.00%	\$145,299.21
17	32	O	03480	18" (46cm) 8-Blade DPA Cutting Unit	\$2,849.00	9/1/2015	21.00%	\$5,997.21
17	32	O	03482	22" (56cm) 8-Blade DPA Cutting Unit	\$3,149.00	9/1/2015	21.00%	\$6,487.71
17	32	O	03481	18" (46cm) 11-Blade DPA Cutting Unit	\$2,999.00	9/1/2015	21.00%	\$6,299.21
17	32	O	03483	22" (56cm) 11-Blade DPA Cutting Unit	\$3,299.00	9/1/2015	21.00%	\$6,965.21
17	32	O	03484	Weight for Cutting Unit with No Attachments	\$349.00	9/1/2015	21.00%	\$735.71
17	32	O	03914	DPA Groomer (LH) (18")	\$1,999.00	9/1/2015	21.00%	\$4,179.21
17	32	O	03915	DPA Groomer (RH) (18")	\$1,999.00	9/1/2015	21.00%	\$4,179.21
17	32	O	03916	Rear Roller Brush ONLY Kit (18")	\$3,599.00	9/1/2015	21.00%	\$7,465.21
17	32	O	03917	Rear Roller Brush (for Groomer Kit) (18")	\$3,399.00	9/1/2015	21.00%	\$7,052.21
17	32	O	03918	Rear Roller Brush Kit (3-18") + (2-22")	\$4,199.00	9/1/2015	21.00%	\$8,717.21
17	32	O	03717	Fairway Perfection Brush (18")	\$299.00	9/1/2015	21.00%	\$626.21
17	32	O	03919	Grass Basket Kit (Standard 18" grass basket)	\$299.00	9/1/2015	21.00%	\$626.21
17	32	O	03921	Grass Basket Kit (18" Extended Front; Large capacity basket for front three C/U's)	\$389.00	9/1/2015	21.00%	\$807.31
17	32	O	03920	Grass basket Kit (22")	\$349.00	9/1/2015	21.00%	\$727.71
17	32	O	03634	8-Blade DPA Fairway CU	\$2,999.00	9/1/2015	21.00%	\$6,265.21
17	32	O	03635	11-Blade Dpa Fairway CU	\$3,149.00	9/1/2015	21.00%	\$6,487.71
17	32	O	03618	22 Inch Verticutter	\$2,199.00	9/1/2015	21.00%	\$4,573.21
17	32	O	03626	DPA CU Finish Kit (1 per Traction Unit)	\$6,999.00	9/1/2015	21.00%	\$14,520.21
17	32	O	03401	LH Groomer Kit for 5 Inch CU	\$2,049.00	9/1/2015	21.00%	\$4,267.71
17	32	O	03402	RH Groomer Kit for 5 Inch CU	\$2,049.00	9/1/2015	21.00%	\$4,267.71
17	32	O	03718	Fairway Perfection Brush (22")	\$299.00	9/1/2015	21.00%	\$626.21
17	32	O	03407	Powered Rear Roller Brush for Groomers (Kit of 5)	\$2,999.00	9/1/2015	21.00%	\$6,265.21
17	32	O	03406	Powered Rear Roller Brush Only (Kit of 5)	\$2,999.00	9/1/2015	21.00%	\$6,265.21
17	32	O	03411	5-Inch Weight for CUs with No Attachments (Kit of 5)	\$499.00	9/1/2015	21.00%	\$1,034.21
17	32	O	03413	5-Inch Weight for CUs with One or more Attachments (Kit of 5)	\$249.00	9/1/2015	21.00%	\$515.21
17	32	O	03415	Flexible Grass Basket (22 Inch)	\$399.00	9/1/2015	21.00%	\$835.21
17	32	O	03416	Compact Flexible Grass Basket (22 Inch)	\$379.00	9/1/2015	21.00%	\$787.41
17	32	O	03438	7-Inch, 8-Blade RR DPA Cutting Unit	\$3,199.00	9/1/2015	21.00%	\$6,672.21
17	32	O	03639	7-Inch, 8-Blade FSR DPA Cutting Unit	\$3,199.00	9/1/2015	21.00%	\$6,672.21
17	32	O	03641	7-Inch, 11-Blade FSR DPA Cutting Unit	\$3,349.00	9/1/2015	21.00%	\$6,965.21
17	32	O	03619	22 Inch Verticutter	\$2,199.00	9/1/2015	21.00%	\$4,573.21
17	32	O	03629	DPA CU Finish Kit (1 per Traction Unit)	\$7,999.00	9/1/2015	21.00%	\$16,619.21
17	32	O	03403	LH Groomer Kit for 7 Inch CU	\$2,249.00	9/1/2015	21.00%	\$4,676.71
17	32	O	03404	RH Groomer Kit for 7 Inch CU	\$2,249.00	9/1/2015	21.00%	\$4,676.71
17	32	O	03409	Powered Rear Roller Brush for Groomers (Kit of 5)	\$3,249.00	9/1/2015	21.00%	\$6,766.71
17	32	O	03408	Powered Rear Roller Brush Only (Kit of 5)	\$3,249.00	9/1/2015	21.00%	\$6,766.71
17	32	O	03405	7-Inch Weight for Cus with No Attachments (Kit of 5)	\$499.00	9/1/2015	21.00%	\$1,034.21
17	32	O	03655	CrossTrax All-Wheel Drive Kit	\$4,289.00	9/1/2015	21.00%	\$8,942.21
17	32	O	03656	CrossTrax All-Wheel Drive Finishing Kit	\$229.00	9/1/2015	21.00%	\$478.21
17	32	O	03657	Air-ride Seat Suspension	\$599.00	9/1/2015	21.00%	\$1,247.21
17	32	O	30349	Universal Sunshade - (White)	\$655.00	9/1/2015	21.00%	\$1,367.45
17	32	O	30352	Universal Sunshade - (Red)	\$655.00	9/1/2015	21.00%	\$1,367.45
17	32	O	03641	7-Inch, 11-Blade FSR DPA Cutting Unit	\$3,349.00	9/1/2015	21.00%	\$6,965.21
17	32	O	03688	Powered Rear Roller Brush	\$649.00	9/1/2015	21.00%	\$1,357.71
17	32	O	03685	Fairway Groomer - Right Hand*	\$2,249.00	9/1/2015	21.00%	\$4,676.71
17	32	O	03686	Fairway Groomer - Left Hand*	\$2,249.00	9/1/2015	21.00%	\$4,676.71
17	32	O	30358	Bimini Canvas Sunshade	\$231.00	9/1/2015	21.00%	\$479.40
17	32	O	30349	Universal Sunshade (White)	\$655.00	9/1/2015	21.00%	\$1,367.45
17	32	O	30352	Universal Sunshade (Red)	\$655.00	9/1/2015	21.00%	\$1,367.45
17	32	O	03687	Air-Ride Seat Suspension	\$599.00	9/1/2015	21.00%	\$1,247.21
17	32	O	03695	11 Blade Cutting Unit	\$3,049.00	9/1/2015	21.00%	\$6,308.21
17	32	O	03694	8 Blade Cutting Unit (Set of 1)	\$2,899.00	9/1/2015	21.00%	\$6,090.71
17	32	O	03664	Verticutter	\$1,999.00	9/1/2015	21.00%	\$4,178.21
17	32	O	03668	Powered Roller Brush	\$599.00	9/1/2015	21.00%	\$1,247.21
17	32	O	03665	Cross Trax All-wheel drive kit (for models with ROPS standard)	\$4,289.00	9/1/2015	21.00%	\$8,942.21
17	32	O	03710	Fairway Perfection Brush (22")	\$299.00	9/1/2015	21.00%	\$626.21
17	32	O	03665	Fairway Groomer - Right Hand	\$2,049.00	9/1/2015	21.00%	\$4,267.71
17	32	O	03666	Fairway Groomer - Left Hand	\$2,049.00	9/1/2015	21.00%	\$4,267.71
17	32	O	03682	Grass Basket Kit	\$349.00	9/1/2015	21.00%	\$735.71
17	32	O	03696	7" 8 Blade DPA (Radial) Cutting Unit	\$3,099.00	9/1/2015	21.00%	\$6,448.21
17	32	O	03697	7" 11 Blade DPA Cutting Unit	\$3,262.00	9/1/2015	21.00%	\$6,814.21
17	32	O	03698	Verticutter (Carbine tip standard)	\$2,199.00	9/1/2015	21.00%	\$4,573.21
17	32	O	03710	27" HD 8 Blade DPA Cutting Unit	\$4,499.00	9/1/2015	21.00%	\$9,354.21
17	32	O	03711	27" HD 11 Blade DPA Cutting Unit	\$4,649.00	9/1/2015	21.00%	\$9,672.21
17	32	O	03712	32" HD 8 Blade DPA Cutting Unit	\$4,999.00	9/1/2015	21.00%	\$10,442.21
17	32	O	03716	27" HD Verti-Cutter	\$2,999.00	9/1/2015	21.00%	\$6,265.21

17	32	O	03713	27" HD LH Groomer Kit	\$2,449.00	9/1/2015	21.00%	\$1,554.71
17	32	O	03714	27" HD RH Groomer Kit	\$2,449.00	9/1/2015	21.00%	\$1,554.71
17	32	O	03186	27" Rear Roller Brush Kit (up to 2" HOC only)	\$679.00	9/1/2015	21.00%	\$518.11
17	32	O	03187	32" Rear Roller Brush Kit (up to 2" HOC only)	\$749.00	9/1/2015	21.00%	\$580.11
17	33	B	33145	3 Unit Universal Frame	\$2,749.00	9/1/2015	21.00%	\$2,171.71
17	33	B	33455	5 Unit Transport Frame	\$14,499.00	9/1/2015	21.00%	\$11,249.21
17	33	B	30807	Groundsmaster 3500-D	\$38,555.00	9/1/2015	21.00%	\$30,259.50
17	33	B	30864	Groundsmaster 4300-D - TIER 4 FINAL COMPLIANT	\$61,581.00	9/1/2015	21.00%	\$48,648.89
17	33	B	30881	Groundsmaster 4500-D - TIER 4 FINAL COMPLIANT	\$76,903.00	9/1/2015	21.00%	\$60,753.31
17	33	B	30882	Groundsmaster 4700-D - TIER 4 FINAL COMPLIANT	\$89,510.00	9/1/2015	21.00%	\$71,212.80
17	33	O	33155	3 to 5 Unit Universal Frame Conversion	\$2,249.00	9/1/2015	21.00%	\$1,776.71
17	33	O	33452	5 to 7 Unit Transport Frame Conversion Kit	\$3,999.00	9/1/2015	21.00%	\$3,159.21
17	33	O	01006	30" 5 Blade Cutting Unit	\$3,499.00	9/1/2015	21.00%	\$2,766.21
17	33	O	01007	30" 7 Blade Cutting Unit	\$3,549.00	9/1/2015	21.00%	\$2,803.71
17	33	O	01011	30" 11 Blade Cutting Unit	\$3,649.00	9/1/2015	21.00%	\$2,892.71
17	33	O	01304	16" Semi-Pneumatic Wheels, Low Profile - Pair	\$589.00	9/1/2015	21.00%	\$463.31
17	33	O	01323	16" Pneumatic Wheels - Pair	\$299.00	9/1/2015	21.00%	\$236.21
17	33	O	01035	18" Semi-Pneumatic Wheels	\$699.00	9/1/2015	21.00%	\$549.21
17	33	O	30834	Contour Plus 27" Cutting Deck	\$2,136.00	9/1/2015	21.00%	\$1,688.71
17	33	O	30629	Deluxe Suspension Seat (GM7200 Std Seat)	\$670.00	9/1/2015	21.00%	\$526.30
17	33	O	30841	Work Light Kit	\$273.00	9/1/2015	21.00%	\$215.67
17	33	O	30838	Leaf Mulching Kit (order 1 per deck)	\$60.00	9/1/2015	21.00%	\$47.40
17	33	O	30845	22" Rotary Cutting Unit (Replacement deck for GM4300-D only)	\$1,111.00	9/1/2015	21.00%	\$877.09
17	33	O	30876	GM45/4700 T4 Flow divider Kit After 2013 (For 2013 and newer models)	\$1,427.00	9/1/2015	21.00%	\$1,121.50
17	33	O	30871	4WD Hydraulic Flow Divider Kit	\$1,431.00	9/1/2015	21.00%	\$1,130.50
17	33	B	03170	Reelmaster 3100-D 21.5 HP Diesel	\$22,999.00	9/1/2015	21.00%	\$18,199.21
17	33	B	03171	Reelmaster 3100-D Sidewinder - 21.5 Diesel	\$26,499.00	9/1/2015	21.00%	\$20,936.21
17	33	B	31201	GM360 2WD with NO Deck Tier 4 Final	\$25,601.00	9/1/2015	21.00%	\$20,226.75
17	33	B	31202	GM360 4WD w/Cab NO Deck Tier 4 Final Compliant	\$47,929.00	9/1/2015	21.00%	\$37,853.91
17	33	B	31200	GM360 4WD with NO Deck Tier 4 Final Compliant	\$36,746.00	9/1/2015	21.00%	\$28,923.34
17	33	B	30495	GM7200 NO Deck	\$19,040.00	9/1/2015	21.00%	\$15,041.50
17	33	B	30695	GM7210 NO Deck Tier 4 Final Compliant	\$27,957.00	9/1/2015	21.00%	\$22,066.83
17	33	B	30633	GM7210 Winter Only Power Unit Tier 4 Final Compliant	\$26,127.00	9/1/2015	21.00%	\$20,693.50
17	33	B	30344	Groundsmaster 3280 2WD	\$18,277.00	9/1/2015	21.00%	\$14,440.05
17	33	B	30345	Groundsmaster 3280 4WD	\$21,703.00	9/1/2015	21.00%	\$17,165.57
17	33	B	30809	Groundsmaster 3500-G (Gas powered, 32 HP)	\$42,164.00	9/1/2015	21.00%	\$33,539.50
17	33	B	30849	Groundsmaster 3505-D	\$34,165.00	9/1/2015	21.00%	\$26,990.35
17	33	B	30473	Groundsmaster 7200 "Winter Only" Power Unit	\$20,067.00	9/1/2015	21.00%	\$15,852.83
17	33	O	03180	27" 5 Blade Cutting Unit	\$3,699.00	9/1/2015	21.00%	\$2,922.21
17	33	O	03181	27" 8 Blade Cutting Unit	\$3,849.00	9/1/2015	21.00%	\$3,059.71
17	33	O	03182	32" 8 Blade Cutting Unit	\$4,349.00	9/1/2015	21.00%	\$3,430.71
17	33	O	03183	27" 11 Blade Cutting Unit	\$3,999.00	9/1/2015	21.00%	\$3,180.21
17	33	O	03184	27" Verticutter	\$2,499.00	9/1/2015	21.00%	\$1,974.21
17	33	O	03172	27" Lift Arm Kit	\$1,099.00	9/1/2015	21.00%	\$866.21
17	33	O	03185	27" DPA Basket Kit (Set of 3)	\$1,799.00	9/1/2015	21.00%	\$1,421.21
17	33	O	03186	27" Rear Roller Brush Kit (up to 2" HOC only)	\$678.00	9/1/2015	21.00%	\$536.81
17	33	O	03173	32" Lift Arm Kit	\$1,349.00	9/1/2015	21.00%	\$1,069.71
17	33	O	03187	32" Rear Roller Brush Kit (up to 2" HOC only)	\$749.00	9/1/2015	21.00%	\$591.71
17	33	O	30358	Bimini Canvas Sunshade	\$231.00	9/1/2015	21.00%	\$185.49
17	33	O	30841	Work Light Kit	\$273.00	9/1/2015	21.00%	\$215.67
17	33	O	30629	Deluxe Suspension Seat	\$670.00	9/1/2015	21.00%	\$526.30
17	33	O	30456	60 in Side Discharge Deck	\$3,906.00	9/1/2015	21.00%	\$3,086.74
17	33	O	30457	62 in Base Deck (No 62 in rear discharge configuration available with GM360s)	\$3,157.00	9/1/2015	21.00%	\$2,491.50
17	33	O	30306	62 in Guardian Completion Kit	\$393.00	9/1/2015	21.00%	\$310.47
17	33	O	30469	62 in Rear Discharge Completion Kit (Includes baffles, blades and fender kit)	\$990.00	9/1/2015	21.00%	\$782.10
17	33	O	30481	72 in Side Discharge Deck	\$3,715.00	9/1/2015	21.00%	\$2,934.89
17	33	O	30353	72 in Base Deck	\$3,310.00	9/1/2015	21.00%	\$2,614.50
17	33	O	30472	72 in Rear Discharge Completion Kit (Includes baffles, blades and fender kit)	\$1,121.00	9/1/2015	21.00%	\$885.59
17	33	O	30508	Differential Lock	\$322.00	9/1/2015	21.00%	\$254.38
17	33	O	30511	Grammer Seat with Air Ride Suspension and Vinyl Cushions	\$1,361.00	9/1/2015	21.00%	\$1,076.39
17	33	O	30547	Speed Reduction Kit	\$303.00	9/1/2015	21.00%	\$239.57
17	33	O	30513	North American Road Light Kit (Includes headlights, red/amber flashers & turn signals)	\$901.00	9/1/2015	21.00%	\$711.79
17	33	O	30287	Speed Limiter Kit	\$363.00	9/1/2015	21.00%	\$289.37
17	33	O	30579	GM360 Front Jack Stand	\$371.00	9/1/2015	21.00%	\$293.05
17	33	O	30348	Guardian Recoil Kit	\$308.00	9/1/2015	21.00%	\$243.32
17	33	O	30347	72" Side Discharge Recycler Kit	\$303.00	9/1/2015	21.00%	\$239.37
17	33	O	30456	60 in Side Discharge Deck	\$3,906.00	9/1/2015	21.00%	\$3,086.74
17	33	O	30549	72" Rear Discharge Completion Kit (Includes baffles and blades)	\$534.00	9/1/2015	21.00%	\$421.66
17	33	O	30304	72" Guardian Recycler Completion Kit (Includes baffles and blades)	\$398.00	9/1/2015	21.00%	\$314.42
17	33	O	30304	72" Guardian Recycler Completion Kit (Includes baffles and blades)	\$398.00	9/1/2015	21.00%	\$314.42
17	33	O	30457	62 in Base Deck (No 62 in rear discharge configuration available with GM360s)	\$3,157.00	9/1/2015	21.00%	\$2,491.50
17	33	O	30481	72 in Side Discharge Deck	\$3,715.00	9/1/2015	21.00%	\$2,934.89
17	33	O	30353	72 in Base Deck	\$3,310.00	9/1/2015	21.00%	\$2,614.50
17	33	O	30346	72 in Fine Recycler Completion Kit	\$538.00	9/1/2015	21.00%	\$425.02
17	33	O	30701	Cab Light Kit	\$810.00	9/1/2015	21.00%	\$639.90
17	33	O	31509	Beacon Kit (F15 and newer models)	\$297.00	9/1/2015	21.00%	\$234.65
17	33	O	30287	Speed Limiter Kit	\$303.00	9/1/2015	21.00%	\$239.37

17	33	O	30378	V-Plow Mounting Kit	\$538.00	9/1/2015	21.00%	\$435.62
17	33	O	30750	48" V-PLOW (If V-Plow is purchased without a mower deck, lift arms (117-0800 & 117-0806) must be purchased separately)	\$1,769.00	9/1/2015	21.00%	\$1,393.41
17	33	O	30579	GM360 Front Jack Stand	\$371.00	9/1/2015	21.00%	\$299.09
17	33	O	44547	Pro Force Blower for GM360 (4WD)	\$6,975.00	9/1/2015	21.00%	\$5,510.25
17	33	O	30509	Front Frame, QAS 4WD GM360	\$4,429.00	9/1/2015	21.00%	\$3,498.91
17	33	O	30348	Guardian Recycler Kit	\$308.00	9/1/2015	21.00%	\$248.32
17	33	O	30347	72" Side Discharge Recycler Kit	\$303.00	9/1/2015	21.00%	\$239.37
17	33	O	31101	100 in Deck (Attachment Kit Required to Mount to GM360)	\$13,534.00	9/1/2015	21.00%	\$10,691.85
17	33	O	31103	Adapter Kit GM 360 100 In Deck	\$532.00	9/1/2015	21.00%	\$420.28
17	33	O	31220	Winter enclosure for GM360 4WD non - cab models	\$11,104.00	9/1/2015	21.00%	\$8,772.16
17	33	O	31105	Leaf Mulching Kit For 100 in. Deck	\$999.00	9/1/2015	21.00%	\$789.21
17	33	O	31219	Electrical Accessory Kit Including Joystick (for Front Frame, QAS)	\$1,939.00	9/1/2015	21.00%	\$1,531.81
17	33	O	30374	Road Light Kit	\$806.00	9/1/2015	21.00%	\$636.74
17	33	O	30382	12V Power Port/Electrical Accessory Kit	\$152.00	9/1/2015	21.00%	\$120.66
17	33	O	30375	Jack Stand Kit (Works with 2012 and older models)	\$240.00	9/1/2015	21.00%	\$189.60
17	33	O	30392	Hood Lock Kit	\$126.00	9/1/2015	21.00%	\$99.54
17	33	O	30483	Jack Stand Kit (Works with 2013 and newer models)	\$254.00	9/1/2015	21.00%	\$200.60
17	33	O	30474	Cab - Polar Trac	\$10,493.00	9/1/2015	21.00%	\$8,289.47
17	33	O	30675	GM7200 Polar Trac Kit for Toro Cab	\$9,056.00	9/1/2015	21.00%	\$7,154.24
17	33	O	31336	72" Side Discharge deck with 4 castor wheels	\$5,700.00	9/1/2015	21.00%	\$4,503.00
17	33	O	31335	72" Guardian Recycler deck with 4 castor wheels	\$6,321.00	9/1/2015	21.00%	\$4,993.59
17	33	O	30404	72" Base Deck	\$5,507.00	9/1/2015	21.00%	\$4,350.53
17	33	O	30303	72" Rear Discharge Completion Kit	\$481.00	9/1/2015	21.00%	\$379.89
17	33	O	30366	60" Side Discharge Deck	\$4,647.00	9/1/2015	21.00%	\$3,671.73
17	33	O	30403	62" Base Deck	\$5,117.00	9/1/2015	21.00%	\$4,042.43
17	33	O	30355	52" Side Discharge Deck - When ordering as a replacement deck, counterbalance kit (70-8090) must be ordered.	\$3,624.00	9/1/2015	21.00%	\$2,862.96
17	33	O	30313	Air Ride Seat Suspension	\$693.00	9/1/2015	21.00%	\$547.47
17	33	O	30312	Mechanical Seat Suspension	\$480.00	9/1/2015	21.00%	\$376.20
17	33	O	30398	Milco Seat	\$457.00	9/1/2015	21.00%	\$361.83
17	33	O	30298	Cab-GM3280, Heat Only	\$8,819.00	9/1/2015	21.00%	\$6,967.01
17	33	O	44549	Pro Force Blower (Adapter kit required)	\$6,319.00	9/1/2015	21.00%	\$4,992.01
17	33	O	30493	Pro Force Adapter Kit for GM3280	\$1,846.00	9/1/2015	21.00%	\$1,458.34
17	33	O	30823	Debris Blower	\$3,870.00	9/1/2015	21.00%	\$3,057.30
17	33	O	30551	62" Side Discharge Deck	\$5,450.00	9/1/2015	21.00%	\$4,305.50
17	33	O	30404	72" Base Deck	\$5,507.00	9/1/2015	21.00%	\$4,350.53
17	33	O	30512	Rear QAS - GM7200 Kubota	\$2,174.00	9/1/2015	21.00%	\$1,717.46
17	33	O	30393	Debris Blower	\$3,633.00	9/1/2015	21.00%	\$2,870.07
17	33	O	30460	E-Z Vac DFS Collection System for 60" SD Decks	\$3,829.00	9/1/2015	21.00%	\$3,024.81
17	33	O	30380	Auxiliary Hydraulic Power Kit	\$208.00	9/1/2015	21.00%	\$164.32
17	33	O	08754	QAS Finish Grader	\$2,690.00	9/1/2015	21.00%	\$2,125.10
17	33	O	08757	Steel Mat	\$293.00	9/1/2015	21.00%	\$231.47
17	33	O	08751	Tooth Rake	\$1,446.00	9/1/2015	21.00%	\$1,142.34
17	33	O	08752	Spring Rake	\$726.00	9/1/2015	21.00%	\$573.54
17	33	O	08758	Coco Mat	\$501.00	9/1/2015	21.00%	\$396.79
17	33	O	08761	QAS Nail Drag	\$1,335.00	9/1/2015	21.00%	\$1,054.55
17	33	O	08756	Drag Nat Carruer System	\$1,357.00	9/1/2015	21.00%	\$1,072.03
17	33	O	30810	Rear QAS (Yanmar models) Works with Yanmar powered GM7210 models	\$2,174.00	9/1/2015	21.00%	\$1,717.46
17	33	O	30357	60" Blower Kit for use with Collection System	\$2,095.00	9/1/2015	21.00%	\$1,655.05
17	33	O	30305	62" Rear Discharge Completion Kit	\$490.00	9/1/2015	21.00%	\$387.10
17	33	O	30306	62" Guardian Recycler Completion Kit	\$393.00	9/1/2015	21.00%	\$310.47
17	33	O	30502	52" Blower Kit	\$1,987.00	9/1/2015	21.00%	\$1,569.73
17	33	O	30356	15 cu. Ft. Hopper	\$5,126.00	9/1/2015	21.00%	\$4,049.54
18	34	B	44850	Aerator 686 (78" Towed)	\$8,426.00	9/1/2015	21.00%	\$6,656.54
18	34	B	44860	Aerator 687 (78" 3 Point)	\$6,738.00	9/1/2015	21.00%	\$5,323.02
18	34	B	44830	Aerohatch 83 with 3" Center	\$5,366.00	9/1/2015	21.00%	\$4,239.14
18	34	B	09716	ProCore 1298	\$36,592.00	9/1/2015	21.00%	\$28,907.68
18	34	B	09200	ProCore 648	\$26,367.00	9/1/2015	21.00%	\$20,829.03
18	34	B	09715	ProCore 864	\$31,702.00	9/1/2015	21.00%	\$25,044.58
18	34	B	09749	ProCore Processor	\$25,887.00	9/1/2015	21.00%	\$20,450.73
18	34	B	09330	ProCore SR48	\$24,368.00	9/1/2015	21.00%	\$19,250.72
18	34	B	09931	ProCore SR54	\$20,321.00	9/1/2015	21.00%	\$16,053.18
18	34	B	09932	ProCore SR54-S	\$23,423.00	9/1/2015	21.00%	\$18,504.17
18	34	B	09933	ProCore SR70	\$25,000.00	9/1/2015	21.00%	\$19,750.00
18	34	B	09934	ProCore SR70-S	\$28,381.00	9/1/2015	21.00%	\$22,420.09
18	34	B	09935	ProCore SR72	\$30,641.00	9/1/2015	21.00%	\$24,206.39
18	34	B	09936	ProCore SR75	\$36,258.00	9/1/2015	21.00%	\$28,643.82
18	34	B	44835	Sueder 93	\$4,756.00	9/1/2015	21.00%	\$3,757.24
18	34	O	44860	Weight Set	\$402.00	9/1/2015	21.00%	\$317.58
18	34	O	44835	Seeder 93	\$4,756.00	9/1/2015	21.00%	\$3,757.24
18	34	O	09739	Needle Tine Head Set	\$188.00	9/1/2015	21.00%	\$148.52
18	34	O	09736	Mini-tine Head Set (2 rows of 5)	\$188.00	9/1/2015	21.00%	\$148.52
18	34	O	09737	Mini-tine Head Set (1 row of 6)	\$188.00	9/1/2015	21.00%	\$148.52
18	34	O	09754	3 Tine 3/4" Head Set	\$188.00	9/1/2015	21.00%	\$148.52
18	34	O	09796	4 Tine 3/4" Head Set	\$188.00	9/1/2015	21.00%	\$148.52
18	34	O	09797	3 Tine 7/8" Head Set HD	\$188.00	9/1/2015	21.00%	\$148.52
18	34	O	09711	3 Tine Quick Change	\$197.00	9/1/2015	21.00%	\$155.63
18	34	O	09718	4 Tine Quick Change	\$203.00	9/1/2015	21.00%	\$160.37
18	34	O	09220	Windrower Kit	\$203.00	9/1/2015	21.00%	\$160.37
18	34	O	09225	Tire Scrapers	\$511.00	9/1/2015	21.00%	\$403.69
18	34	O	09225	Tire Scrapers	\$116.00	9/1/2015	21.00%	\$91.64

18	34	O	09254	Rear Roller Kit	\$802.00	9/1/2015	21.00%	\$1,635.95
18	34	O	09750	Tow Hitch	\$3,440.00	9/1/2015	21.00%	\$7,177.00
18	34	O	09753	One Pass Hitch	\$2,705.00	9/1/2015	21.00%	\$5,588.95
18	34	O	09760	Windrow Kit	\$669.00	9/1/2015	21.00%	\$1,398.95
18	34	O	09768	Wheel Kit	\$1,060.00	9/1/2015	21.00%	\$2,197.00
18	34	O	09951	Rear Roller SR48	\$788.00	9/1/2015	21.00%	\$1,635.95
18	34	O	09952	Rear Roller SR54	\$835.00	9/1/2015	21.00%	\$1,720.95
18	34	O	09953	Rear Roller SR70	\$882.00	9/1/2015	21.00%	\$1,815.95
18	34	O	09954	Rear Roller SR72	\$936.00	9/1/2015	21.00%	\$1,921.95
18	34	B	44931	MH-400 SH2 Base	\$25,671.00	9/1/2015	21.00%	\$52,830.95
18	34	B	44954	MH-400 Wireless	\$28,329.00	9/1/2015	21.00%	\$58,770.95
18	34	B	41594	MP 5800 Tier 4	\$51,999.00	9/1/2015	21.00%	\$107,770.95
18	34	B	41188	Multi Pro 1750	\$35,697.00	9/1/2015	21.00%	\$73,400.95
18	34	B	44701	ProPass 200 Base	\$10,662.00	9/1/2015	21.00%	\$21,972.95
18	34	B	44751	ProPass 200 Wireless	\$12,579.00	9/1/2015	21.00%	\$25,937.95
18	34	B	44507	Topdresser 2500	\$13,636.00	9/1/2015	21.00%	\$28,172.95
18	34	B	34215	Stand-on Spreader Sprayer	\$10,554.00	9/1/2015	21.00%	\$21,868.95
18	34	O	44938	MH-400 Cross Conv / Swivel Kit / Option Cady	\$6,521.00	9/1/2015	21.00%	\$13,557.95
18	34	O	44940	MH-400 Light Kit	\$412.00	9/1/2015	21.00%	\$852.95
18	34	O	44944	MH-400 Twin Spinner (SH/EH)	\$4,474.00	9/1/2015	21.00%	\$9,222.95
18	34	O	44943	MH-400 Brake Kit 2 to 4 Wheel	\$1,594.00	9/1/2015	21.00%	\$3,288.95
18	34	O	44945	MH-400 Brake Kit 2 to 4 Wheel (Fits 2012 and newer models)	\$1,656.00	9/1/2015	21.00%	\$3,392.95
18	34	O	44723	Propass and MH400 Hopper Vibrator (Fits both wireless and hard wired units)	\$1,170.00	9/1/2015	21.00%	\$2,400.95
18	34	O	41604	Pro Control XP	\$3,047.00	9/1/2015	21.00%	\$6,240.95
18	34	O	41621	Pivoting Hose Reel (KZ valve)	\$3,098.00	9/1/2015	21.00%	\$6,347.95
18	34	O	41622	Chemical Pre-Mix Kit - MP5800 (KZ Valve)	\$2,590.00	9/1/2015	21.00%	\$5,300.95
18	34	O	41118	Hand Spray Wand Kit	\$498.00	9/1/2015	21.00%	\$1,036.95
18	34	O	41614	30 Gallon Fresh Water Rinse Kit	\$1,573.00	9/1/2015	21.00%	\$3,242.95
18	34	O	41602	Drift Reduction Boom Shroud Kit	\$2,405.00	9/1/2015	21.00%	\$4,890.95
18	34	O	41232	Foam Marker Kit (Requires Finish Kit)	\$2,138.00	9/1/2015	21.00%	\$4,396.95
18	34	O	41157	ProFoam Concentrate (4 one gal. per case)	\$250.00	9/1/2015	21.00%	\$517.95
18	34	O	41605	Hand Spray Gun Kit	\$1,193.00	9/1/2015	21.00%	\$2,424.95
18	34	O	41023	Single Nozzle Kit - For ALL Multi Pro Sprayers	\$186.00	9/1/2015	21.00%	\$384.95
18	34	O	41210	Ultra Sonic Boom II Kit (Fits all MP5800, MP1750 and Multi Pro WM Models with fully hydraulic boom actuators)	\$3,002.00	9/1/2015	21.00%	\$6,174.95
18	34	O	41603	Road Light/Homologation Kit	\$970.00	9/1/2015	21.00%	\$1,980.95
18	34	O	41206	Rear Work Light Kit (ROPS mounted)	\$458.00	9/1/2015	21.00%	\$946.95
18	34	O	41208	Clean Rinse Kit	\$1,431.00	9/1/2015	21.00%	\$2,902.95
18	34	O	41158	Chemical Pre-Mix Kit - MP1750 (KZ Valve)	\$2,541.00	9/1/2015	21.00%	\$5,182.95
18	34	O	41159	Electric Hose Reel Kit (KZ Valve)	\$3,181.00	9/1/2015	21.00%	\$6,512.95
18	34	O	41210	Cleanload Chemical Eductor (Fits 2014 and Prior Models)	\$2,541.00	9/1/2015	21.00%	\$5,182.95
18	34	O	41211	Pivoting Hose Reel (Fits 2014 and Prior Models)	\$3,167.00	9/1/2015	21.00%	\$6,494.95
18	34	O	41131	Hand Spray Wand Kit (Fits 2014 and Prior Models)	\$434.00	9/1/2015	21.00%	\$892.95
18	34	O	44712	ProPass Storage Stand Truck Mount	\$797.00	9/1/2015	21.00%	\$1,635.95
18	34	O	44713	ProPass Tow-Type Chassis (No Fenders)	\$2,774.00	9/1/2015	21.00%	\$5,698.95
18	34	O	44705	ProPass Fender Kit (Required)	\$464.00	9/1/2015	21.00%	\$950.95
18	34	O	44706	ProPass Tow Chassis Hose Assembly	\$300.00	9/1/2015	21.00%	\$610.95
18	34	O	44723	Propass and MH400 Hopper Vibrator (Fits both wireless and hard wired units)	\$1,170.00	9/1/2015	21.00%	\$2,400.95
18	34	O	44714	ProPass Deere Pro Gator Mount Kit	\$1,047.00	9/1/2015	21.00%	\$2,134.95
18	34	O	44707	ProPass Toro Truck Mount Kit	\$1,047.00	9/1/2015	21.00%	\$2,134.95
18	34	O	44715	ProPass Cushman Truckster 5th Wheel Mount Kit	\$3,192.00	9/1/2015	21.00%	\$6,544.95
18	34	O	44704	ProPass Tow-Type Chassis (No Fenders)	\$2,319.00	9/1/2015	21.00%	\$4,738.95
18	34	O	44703	ProPass Cross Conveyor and Swivel Kit	\$2,854.00	9/1/2015	21.00%	\$5,858.95
18	34	O	44702	ProPass Twin Spinner *Included with ProPass 200	\$2,852.00	9/1/2015	21.00%	\$5,856.95
18	34	O	44718	ProPass 180 Upgrade to 5" Tailgate Opening (*Included with ProPass 200)	\$991.00	9/1/2015	21.00%	\$2,022.95
18	35	B	06706	Sand Pro 2040Z	\$11,559.00	9/1/2015	21.00%	\$23,718.95
18	35	B	06703	Sand Pro 3040	\$17,167.00	9/1/2015	21.00%	\$35,334.95
18	35	B	06705	Sand Pro 5040	\$19,694.00	9/1/2015	21.00%	\$40,388.95
18	35	O	06716	Flex Tooth Rake (GOLF applications)	\$1,582.00	9/1/2015	21.00%	\$3,244.95
18	35	O	06717	Nail Drag (INFIELD grooming applications)	\$1,809.00	9/1/2015	21.00%	\$3,670.95
18	35	O	06718	Finish Drag Mat Kit	\$539.00	9/1/2015	21.00%	\$1,110.95
18	35	O	06721	Light Kit	\$446.00	9/1/2015	21.00%	\$912.95
18	35	O	06720	Speed Limiter Kit	\$322.00	9/1/2015	21.00%	\$654.95
18	35	O	06719	Brush Kit	\$776.00	9/1/2015	21.00%	\$1,582.95
18	35	O	06714	Manual Blade (40")	\$1,530.00	9/1/2015	21.00%	\$3,100.95
18	35	O	06731	Mid-Mount ASM	\$1,434.00	9/1/2015	21.00%	\$2,902.95
18	35	O	06732	Weeder Tine Toolbar	\$951.00	9/1/2015	21.00%	\$1,932.95
18	35	O	06733	Spring Tine Toolbar	\$1,004.00	9/1/2015	21.00%	\$2,034.95
18	35	O	06734	Solid Tine Toolbar	\$950.00	9/1/2015	21.00%	\$1,930.95
18	35	O	06766	Sport Field Edger	\$3,678.00	9/1/2015	21.00%	\$7,516.95
18	35	O	06735	Carbine Tine Toolbar	\$1,534.00	9/1/2015	21.00%	\$3,104.95
18	35	O	06765	QAS Bunker Pump	\$3,696.00	9/1/2015	21.00%	\$7,512.95
18	35	O	06751	Tooth Rake	\$1,446.00	9/1/2015	21.00%	\$2,922.95
18	35	O	06816	Broom Tooth Rake	\$815.00	9/1/2015	21.00%	\$1,660.95
18	35	O	06753	Segmented Grooming Broom	\$1,652.00	9/1/2015	21.00%	\$3,334.95
18	35	O	06754	QAS Finish Grader	\$2,690.00	9/1/2015	21.00%	\$5,442.95
18	35	O	06755	QAS Spike	\$4,100.00	9/1/2015	21.00%	\$8,370.95
18	35	O	06762	QAS Flex Groomer Kit (for Nail Drag 06761)	\$996.00	9/1/2015	21.00%	\$2,022.95
18	35	O	06761	QAS Nail Drag	\$1,335.00	9/1/2015	21.00%	\$2,700.95

18	35	O	08756	Drag Nat Carruer System	\$1,357.00	9/1/2015	21.00%	\$1,072.93
18	35	O	08757	Steel Mat	\$293.00	9/1/2015	21.00%	\$231.47
18	35	O	08758	Coco Mat	\$501.00	9/1/2015	21.00%	\$395.79
18	35	O	08759	QAS Debris Blower	\$4,413.00	9/1/2015	21.00%	\$3,486.27
18	35	O	08763	AutoMat Drag mat	\$976.00	9/1/2015	21.00%	\$771.04
18	35	O	08794	Grooming Brush (Used for either synthetic turf or greens brushing)	\$1,350.00	9/1/2015	21.00%	\$1,066.50
18	35	O	08752	Spring Rake	\$726.00	9/1/2015	21.00%	\$573.54
18	35	O	08781	Rear Remote Hydro	\$1,920.00	9/1/2015	21.00%	\$1,516.80
18	35	O	08790	Synthetic Turf Conditioner - QAS	\$2,767.00	9/1/2015	21.00%	\$2,185.93
18	35	O	08742	Front Lift Frame ASM	\$1,773.00	9/1/2015	21.00%	\$1,400.67
18	35	O	08713	Flex Blade	\$1,006.00	9/1/2015	21.00%	\$794.74
18	35	O	08714	Manual Blade (40")	\$1,530.00	9/1/2015	21.00%	\$1,208.70
18	35	O	08782	Front Remote Hydraulics	\$647.00	9/1/2015	21.00%	\$511.13
18	35	B	44912	GreensPro 1240	\$13,863.00	9/1/2015	21.00%	\$10,951.77
18	35	B	02600	HoverPro 400	\$860.00	9/1/2015	21.00%	\$679.40
18	35	B	02610	HoverPro 450	\$1,035.00	9/1/2015	21.00%	\$817.65
18	35	B	02611	HoverPro 550	\$1,098.00	9/1/2015	21.00%	\$867.42
18	35	B	02656	Toro ProStripe 560	\$1,889.00	9/1/2015	21.00%	\$1,492.51
18	35	O	44923	GreensPro 1240 LED Light Kit	\$489.00	9/1/2015	21.00%	\$386.31
18	35	O	44908	Armrest Kit	\$270.00	9/1/2015	21.00%	\$213.30
18	35	O	44911	Smoothing Roller Scraper Kit	\$160.00	9/1/2015	21.00%	\$126.40
18	35	O	44922	myTurf Wireless Hour Meter Kit	\$220.00	9/1/2015	21.00%	\$173.80
18	35	O	44927	myTurf Wireless Hour Meter (2015 and Newer)	\$220.00	9/1/2015	21.00%	\$173.80
18	35	O	44926	Ball Hitch 2"	\$326.00	9/1/2015	21.00%	\$257.54
18	35	O	44925	Ball Hitch, 50mm	\$326.00	9/1/2015	21.00%	\$257.54
18	35	O	02620	Hi Rise Kit (400)	\$93.00	9/1/2015	21.00%	\$73.47
18	35	O	02619	Hi Rise Kit (450)	\$102.00	9/1/2015	21.00%	\$80.58
18	35	O	02622	Transport Wheel Kit (450 & 550)	\$113.00	9/1/2015	21.00%	\$89.27
18	35	O	02623	Extension Handlebar Kit (450 & 550)	\$39.00	9/1/2015	21.00%	\$30.81
18	35	B	44536	Debris Blower 600	\$6,561.00	9/1/2015	21.00%	\$5,193.19
18	35	B	07055	Rake-O-Vac (Includes Flex-Tip Reel and Battery)	\$38,924.00	9/1/2015	21.00%	\$30,749.96
18	35	B	44547	Pro Force Blower for GM360 (4WD)	\$6,975.00	9/1/2015	21.00%	\$5,510.25
18	35	B	44553	Pro Force - D.O.T. Approved Trailer	\$9,319.00	9/1/2015	21.00%	\$7,362.01
18	35	B	44552	Pro Force Debris Blower	\$8,785.00	9/1/2015	21.00%	\$6,946.15
18	35	B	07068	Pro Sweep	\$14,395.00	9/1/2015	21.00%	\$11,372.05
18	35	B	07053	Versa Vac	\$22,589.00	9/1/2015	21.00%	\$17,645.31
18	35	O	07162	Street Broom - Includes bearing and sprockets	\$2,638.00	9/1/2015	21.00%	\$2,084.02
18	35	O	44543	Bed Mount Kit - Workman MD Series (fits old and new cargo beds)	\$692.00	9/1/2015	21.00%	\$546.58
18	35	O	44544	Bed Mount Kit - Workman HD Series	\$791.00	9/1/2015	21.00%	\$624.89
18	35	O	44545	Bed Mount Kit - Non Workman	\$692.00	9/1/2015	21.00%	\$546.68
18	35	O	44546	Sound Barrier	\$582.00	9/1/2015	21.00%	\$459.78
18	35	O	07310	High Flow Hydraulics Kit (Required for Workman HDX Utility Vehicles)	\$1,714.00	9/1/2015	21.00%	\$1,354.06
18	35	O	07220	High Flow Hydraulics Kit (2002 and newer Workman 3000 & 4000 Units)	\$2,119.00	9/1/2015	21.00%	\$1,674.01
18	35	O	07006	Brake Kit (Recommended for use on hilly terrain)	\$1,423.00	9/1/2015	21.00%	\$1,124.17
18	35	O	07091	Rubber Finger Deck	\$4,712.00	9/1/2015	21.00%	\$3,722.48
18	35	O	07082	Combination Deck	\$8,828.00	9/1/2015	21.00%	\$6,974.12
18	35	O	07680	Hand Held Hose	\$1,160.00	9/1/2015	21.00%	\$916.40

**STATE OF FLORIDA  
DEPARTMENT OF MANAGEMENT SERVICES  
AGRICULTURE AND LAWN EQUIPMENT**

**THIS CONTRACT** is entered into between the State of Florida, **DEPARTMENT OF MANAGEMENT SERVICES**, hereinafter referred to as the "Department", whose address is 4050 Esplanade Way, Tallahassee, Florida 32329, and **Wesco Turf, Inc.**, hereinafter referred to as the "Contractor", whose address is 2101 Cantu Court, Sarasota, FL 34232.

**THE PARTIES HEREBY AGREE:**

**A. The solicitation (ITB NO 20-21100000-C) and the Contractor's bid, and attachments are hereby incorporated by reference.**

**B. General Provisions:**

1. **Contract Formation:** The Contractor shall provide goods and services according to the terms and conditions set forth in this Contract, the Solicitation, and all other attachments named herein which are attached hereto and incorporated by reference.
2. **Vendor:** To perform as an independent vendor and not as an agent, representative, or employee of the Department.
3. **Taxes:** To recognize that the State of Florida, by virtue of its sovereignty, is not required to pay any taxes on the services or goods purchased under the terms of this Contract.
4. **Applicable Law, Severability, and Venue:** The contract resulting from this solicitation shall be delivered in the State of Florida and shall be construed in accordance with the laws of Florida. Wherever possible, each provision of the resulting contract shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision shall be found ineffective, then to the extent of such prohibition or invalidity, that provision shall be severed without invalidating the remainder of such provision or the remaining provisions of the resulting contract. Any action hereon or in connection herewith shall be brought in Circuit Court, Leon County, Florida.
5. **Contract Term:** This Contract shall begin upon execution by both parties or **September 1, 2015**, (whichever is later) and end **June 30, 2017**, inclusive.
6. **Renewal:** Upon mutual agreement, the Department and the Contractor may renew the Contract, in whole or in part, for a period that may not exceed 3 years or the term of the contract, whichever period is longer. Any renewal shall specify the renewal price, as set forth in the bid, response, reply, or best and final offer. The renewal must be in writing and signed by both parties, and is contingent upon satisfactory performance evaluations and subject to availability of funds.
7. **Contract Amount:** The agreed Contract amount is set forth in **Attachments A.1-A.5, Price Sheet Groups 1 - 21**. The State of Florida's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the Legislature.
8. **Notices:** All notices required under the Contract shall be delivered by certified mail, return receipt requested, by reputable air courier service, or by personal delivery to the Department designee identified in the original solicitation or Contract, or as otherwise

identified by the Department. Notices to the Contractor shall be delivered to the person who signs the Contract. Either designated recipient may notify the other, in writing, if someone else is designated to receive notice.

**C. Applicable Laws and Regulations:**

The Contractor shall comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of Federal, State, and local agencies having jurisdiction and authority. For example, chapter 287, Florida Statutes (F.S.), and rule 60A, Florida Administrative Code (F.A.C.), govern the Contract. The Contractor shall comply with Section 274 A of the Immigration and Nationality Act, the Americans with Disabilities Act, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran's status. Violation of any laws, rules, codes, ordinances, or licensing requirements shall be grounds for Contract termination or nonrenewal of the Contract.

**D. Audits/Monitoring:**

1. The Department may conduct, or have conducted, performance and/or compliance reviews, reviews of specific records or other data as determined by the Department. The Department may conduct a review of a sample for analyses performed by the selected Contractor to verify the quality. Reasonable notice shall be provided for reviews conducted at the successful Contractor's place of business.
2. Reviews may include, but shall not be limited to, reviews of procedures, computer systems, Customer records, accounting records, and internal quality control reviews. The selected Contractor shall work with any reviewing entity selected by the Department.

**E. Inspection of Records and Work Performed:**

1. The state and its authorized representatives shall, at all reasonable times, have the right to enter the selected Contractor's premises, or other places where duties under the resulting contract are performed. All inspections and evaluations shall be performed in such a manner as not to unduly delay work.
2. The selected Contractor shall retain all financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to performance under the resulting contract for a period of five (5) years after termination of the resulting contract, or if an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings. If records need to be sent to the Department, the Contractor shall bear the expense of delivery.
3. Refusal by the selected vendor to allow access to all records, documents, papers, letters, other materials or on-site activities related to resulting contract performance shall constitute a breach of the contract. The right of the state and its authorized representatives to perform inspections shall continue for as long as the selected vendor is required to maintain records. The selected Contractor will be responsible for all storage fees associated with the records maintained under the resulting contract. The selected Contractor is also responsible for the shredding of records that meet the retention schedule noted above.

4. Failure to retain records as required may result in cancellation of the contract. The Department shall give the selected vendor advance notice of cancellation pursuant to this provision and shall pay the selected vendor only those amounts that are earned prior to the date of cancellation in accordance with the terms and conditions of the resulting contract. Performance by the Department of any of its obligations under a contract awarded pursuant to this solicitation shall be subject to the selected vendor's compliance with this provision.

**F. Indemnification:**

1. The Contractor shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless the State, the Department, and Customers, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Contractor, its agents, employees, partners, or subcontractors, provided, however, that the Contractor shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the State, the Department, or a Customer.
2. Further, the Contractor shall fully indemnify, defend, and hold harmless the State, the Department, and Customers from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right, provided, however, that the foregoing obligation shall not apply to a Customer's misuse or modification of Contractor's products or a Customer's operation or use of Contractor's products in a manner not contemplated by the Contract or the purchase order. If any product is the subject of an infringement suit or in the Contractor's opinion is likely to become the subject of such a suit, the Contractor may at its sole expense procure for the Department and Customer the right to continue using the product or to modify it to become non-infringing. If the Contractor is not reasonably able to modify or otherwise secure the Customer and Department the right to continue using the product, the Contractor shall remove the product and refund the Customer and Department the amounts paid in excess of a reasonable rental for past use. The Department and Customer shall not be liable for any royalties.
3. The Contractor's obligations under the preceding two paragraphs with respect to any legal action are contingent upon the Department or State or Customer giving the Contractor: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Contractor's sole expense; and (3) assistance in defending the action at Contractor's sole expense. The Contractor shall not be liable for any cost, expense, or compromise incurred or made by the Department or State or Customer in any legal action without the Contractor's prior written consent, which shall not be unreasonably withheld.

**G. Risk of Loss:**

Matters of inspection and acceptance are addressed in s. 215.422, F.S.. Until acceptance, risk of loss or damage shall remain with the Contractor. The Contractor shall be responsible for filing, processing, and collecting all damage claims. To assist the Contractor with damage claims, the

Customer shall: record any evidence of visible damage on all copies of the delivering carrier's Bill of Lading; report damages to the carrier and the Contractor; and provide the Contractor with a copy of the carrier's Bill of Lading and damage inspection report. When a Customer or the Department reject a product or services, Contractor shall remove the product from the premises within ten days after notification or rejection and the risk of loss shall remain with the Contractor. Product not removed by the Contractor within ten days shall be deemed abandoned by the Contractor, and the Customer or the Department shall have the right to dispose of it as its own property. Contractor shall reimburse the Customer or the Department for costs and expenses incurred in storing or effecting removal or disposition of rejected product.

#### **H. Assignments:**

The Contractor shall not sell, assign or transfer any of its rights, duties or obligations under the Contract, or under any purchase order issued pursuant to the Contract, without the prior written consent of the Department. In the event of any assignment, the Contractor remains secondarily liable for performance of the Contract, unless the Department expressly waives such secondary liability. The Department may assign the Contract with prior written notice to Contractor of its intent to do so.

#### **I. Return of Funds**

Contractor will return to the Department any overpayments due to unearned funds or funds disallowed pursuant to the terms of this Contract that were disbursed to the Contractor by the Department or Customer. The Contractor shall return any overpayment to the Department within forty (40) calendar days after either discovery by the Contractor its independent auditor, or notification by the Department, of the overpayment.

#### **J. State Project Plan:**

Within thirty (30) calendar days following award of the Contract, the successful Contractor shall submit a plan addressing each of the five (5) objectives listed below, to the extent applicable to the services covered by this Contract. **The State reserves the right to negotiate mutually acceptable changes in regard to the below objectives, prior to execution of the resulting contract.**

1. **Environmental Considerations:** The State supports and encourages initiatives to protect and preserve our environment. The respondent shall submit a plan to support the procurement of products and materials with recycled content, and the intent of s. 287.045, F.S.. The Contractor shall also provide a plan for reducing and/or handling of any hazardous waste generated by the Contractor's company. Reference Rule 62-730.160, F.A.C.. It is a requirement of the Florida Department of Environmental Protection that a generator of hazardous waste materials that exceeds a certain threshold must have a valid and current Hazardous Waste Generator Identification Number. This identification number shall be submitted as part of the Contractor's explanation of its company's hazardous waste plan and shall explain in detail its handling and disposal of waste.
2. **Products Available from the Blind or Other Handicapped (RESPECT):** The State supports and encourages the gainful employment of citizens with disabilities. It is expressly understood and agreed that any articles that are the subject of, or required to

carry out, the resulting contract shall be purchased from a nonprofit agency for the blind or for the severely handicapped that is qualified pursuant to Chapter 413, Florida Statutes, in the same manner and under the same procedures set forth in Section 413.036(1) and (2), Florida Statutes; and for purposes of this contract the person, firm or other business entity carrying out the provisions of this contract shall be deemed to be substituted for the state agency insofar as dealings with such qualified nonprofit agency are concerned. Additional information about the designated nonprofit agency and the products it offers is available at <http://www.respectofflorida.org>.

3. Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE): The State supports and encourages the use of Florida Correctional work programs. It is expressly understood and agreed that any articles which are the subject of, or required to carry out, the resulting contract shall be purchased from the corporation identified under Chapter 946, Florida Statutes, in the same manner and under the same procedures set forth in s. 946.515(2) and (4), F.S.; and for purposes of this contract the person, firm or other business entity carrying out the provisions of this contract shall be deemed to be substituted for this agency insofar as dealings with such corporation are concerned. Additional information about PRIDE and the products it offers is available at <http://www.pride-enterprises.org/>.

#### **K. Civil Rights Requirements/Vendor Assurance**

The Contractor assures that it will comply with:

1. Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000d et seq., which prohibits discrimination on the basis of race, color, or national origin.
2. Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, which prohibits discrimination on the basis of handicap.
3. Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. 1681 et seq., which prohibits discrimination on the basis of sex.
4. The Age Discrimination Act of 1975, as amended, 42 U.S.C. 6101 et seq., which prohibits discrimination on the basis of age.
5. Section 654 of the Omnibus Budget Reconciliation Act of 1981, as amended, 42 U.S.C. 9849, which prohibits discrimination on the basis of race, creed, color, national origin, sex, handicap, political affiliation or beliefs.
6. The Americans with Disabilities Act of 1990, P.L. 101-336, which prohibits discrimination on the basis of disability and requires reasonable accommodation for persons with disabilities.
7. All regulations, guidelines, and standards as are now or may be lawfully adopted under the above statutes.

The Contractor agrees that compliance with this assurance constitutes a condition of continued receipt of or benefit from funds provided through this Contract, and that it is binding upon the Contractor, its successors, transferees, and assignees for the period during which services are provided. The Contractor further assures that all contractors, subcontractors, sub grantees, or others with whom it arranges to provide services or benefits to participants or employees in connection with any of its programs and activities are not discriminating against those participants or employees in violation of the above statutes, regulations, guidelines, and standards.

#### L. Media

1. **Advertising:** Subject to chapter 119, Florida Statutes, the Contractor shall not publicly disseminate any information concerning the Contract without prior written approval from the Department, including, but not limited to mentioning the Contract in a press release or other promotional material, identifying the Customer, the Department or the State as a reference, or otherwise linking the Contractor's name and either a description of the Contract or the name of the State or the Department or the Customer in any material published, either in print or electronically, to any entity that is not a party to Contract, except potential or actual authorized distributors, dealers, resellers, or service representative.
2. **Literature:** Upon request, the Contractor shall furnish literature reasonably related to the product offered, for example, user manuals, price schedules, catalogs, descriptive brochures, etc.

#### M. Employment

1. **Florida Substitute Form W-9 Process:** State of Florida vendors must register and complete an electronic Substitute Form W-9. The Internal Revenue Service (IRS) receives and validates the information vendors provide on the Form W-9. For instructions on how to complete the Florida Substitute Form W-9, please visit: <http://www.myfloridacfo.com/Division/AA/StateAgencies/W-9Instructions022212.pdf>
2. **E-Verify:** Pursuant to State of Florida Executive Order Number 11-116, the Contractor is required to utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the Contract term. Also, Contractor shall include in related subcontracts a requirement that subcontractors performing work or providing services pursuant to the Contract utilize the E-Verify system to verify employment eligibility of all new employees hired by the subcontractor during the Contract term.
3. **Safety Standards:** All manufactured items and fabricated assemblies subject to operation under pressure, operation by connection to an electric source, or operation involving connection to a manufactured, natural, or LP gas source shall be constructed and approved in a manner acceptable to the appropriate State inspector. Acceptability customarily requires, at a minimum, identification marking of the appropriate safety standard organization, where such approvals of listings have been established for the type of device offered and furnished, for example: the American Society of Mechanical Engineers for pressure vessels; the Underwriters Laboratories and/or National Electrical Manufacturers' Association for electrically operated assemblies; and the American Gas Association for gas-operated assemblies. In addition, all items furnished shall meet all applicable requirements of the

Occupational Safety and Health Act and state and federal requirements relating to clean air and water pollution.

#### **IV. Vendor Performance**

##### **1. Performance Qualifications:**

- a. The Department reserves the right to investigate or inspect at any time whether the product, qualifications, or facilities offered by Contractor meet the Contract requirements. Contractor shall at all times during the contract term remain responsive and responsible. In determining Contractor's responsibility as a vendor, the Department shall consider all information or evidence which is gathered or comes to the attention of the Department which demonstrates the Contractor's capability to fully satisfy the requirements of the solicitation and the contract.
- b. Contractor must be prepared, if requested by the Department, to present evidence of experience, ability, and financial standing, as well as a statement as to plant, machinery, and capacity of the Contractor for the production, distribution, and servicing of the product to be furnished. If the Department determines that the conditions of the solicitation documents are not complied with, or that the product to be furnished does not meet the specified requirements, or that the qualifications, financial standing, or facilities are not satisfactory, or that performance is untimely, the Department may terminate the contract.

##### **2. Default:**

When a Contractor is failing to fulfill its duties specified in any contract with the Department, or when a Department becomes aware that the Contractor has failed to remain qualified to perform the contract requirements, the Department may take the following actions:

- a. The Department will provide written notice to the vendor which identifies the nature of the failure and the necessary corrective action by the Contractor, which must be completed in no more than ten (10) business days, unless the Department determines a different time span based on the Department's sole discretion and in the best interests of the State. The notice will also state that should the Contractor fail to perform within the time provided, the Contractor will be found in default.
- b. Unless the Contractor corrects the failure within the time provided, or unless the Department determines that the vendor's failure is legally excusable, the Department shall find the vendor in default and shall issue a second notice stating: (i) the reasons the Contractor is considered in default; (ii) that the Department will reprocure or has reprocured the commodities or services; and (iii) the amount of the reprocurement costs if known.
- c. A Contractor found in default will not be eligible for award of a contract by the State until such time as the Department is reimbursed by the Contractor for all reprocurement costs. Reprocurement costs may include both

administrative costs and cost or price increases incurred or to be incurred as a result of the reprourement, as well as all legal costs encumbered by the State. At the Department's discretion, reprourement of substitute commodities or contractual services may be accomplished by first attempting to contract with the next eligible awardee under the original solicitation, when applicable. If the Department fails to contract with the next eligible awardee, it may continue in this manner sequentially through all eligible awardees until a vendor willing to perform at acceptable pricing under the solicitation's terms and conditions is found. Alternatively, the Department may elect to reprocur the commodity or contractual service pursuant to all applicable requirements of chapter 287, F.S.

- d. Until such time as it reimburses the Department for all reprourement costs and the Department is satisfied that further instances of default will not occur, a Contractor found in default shall not be eligible for award of a contract by the Department. To satisfy the Department that further instances will not occur, the Contractor shall provide a written corrective action plan addressing the default.
- e. The foregoing provisions do not limit, waive or exclude the State's legal or equitable remedies against a defaulting Contractor.

3. Dispute Resolution:

Any dispute concerning performance of the Contract shall be decided by the Department's designated contract manager, who shall reduce the decision to writing and serve a copy on the Contractor. The exclusive venue of any legal or equitable action that arises out of or relates to the Contract shall be the appropriate Circuit Court in Leon County, Florida; in any such action, Florida law shall apply and the parties waive any right to jury trial.

O. **Termination**

1. Termination for Convenience:

The Department, by written notice to the Contractor, may terminate the Contract in whole or in part when the Department determines in its sole discretion that it is in the State's interest to do so. The Contractor shall not furnish any product or service after it receives the notice of termination, except as necessary to complete the continued portion of the Contract, if any. The Contractor shall not be entitled to recover any cancellation charges or lost profits.

2. Termination Due To Lack of Funds

- a. In the event funds to finance this Contract become unavailable, the Department may terminate the Contract upon no less than twenty-four (24) hours written notice to the Vendor. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. The Department shall be the final authority as to the availability of funds.

- b. The State's performance and obligation to pay under this contract are contingent upon an annual appropriation by the Legislature.

3. Suspension of Work:

The Department may, in its sole discretion, suspend any or all activities under the Contract or purchase order at any time when in the best interests of the State to do so. The Department shall provide the Contractor written notice outlining the particulars of suspension. Examples of the reason for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, the Contractor shall comply with the notice. Within ninety days, or any longer period agreed to by the Contractor, the Department shall either: (1) issue a notice authorizing resumption of work, at which time activity shall resume; or (2) terminate the Contract or purchase order. Suspension of work shall not entitle the Contractor to any additional compensation.

4. Termination for Breach:

- a. The Department may terminate the Contract if the Contractor fails to: (1) deliver the product within the time specified in the Contract or any extension; (2) maintain adequate progress, thus endangering performance of the Contract; (3) honor any term of the Contract; or (4) abide by any statutory, regulatory, or licensing requirement. Rule 60A-1.006(3), F.A.C., governs the procedure and consequences of default. The Contractor shall continue work on any work not terminated. If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Department. The rights and remedies of the Department in this clause are in addition to any other rights and remedies provided by law or under the Contract.
- b. Unless the Contractor's breach is waived by the Department in writing, the Department may, by written notice to the Contractor, terminate this Contract upon no less than twenty-four (24) hours written notice. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. If applicable, the Department may, at its sole discretion employ the default provisions in rule 60A-1.006(4), F.A.C.
- c. Waiver of breach of any provisions of this Contract shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Contract. The provisions herein do not limit the Department's right to remedies at law or to damages.
- d. Pursuant to subsection 287.135(3)(b), Florida Statutes, Department may immediately terminate any contract for cause if the Contractor is found to have submitted a false certification under subsection 287.135(5), Florida Statutes, or if Contractor is placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List during the term of the Contract.

**P. Contract Managers**

1. The Department's Contract Manager's name, address and telephone number for this Contract is as follows:

**Stephanie Wyland  
Department of Management Services  
4050 Esplanade Way  
Tallahassee, FL 32399  
850-410-2426**

2. The Vendor's Contract Manager's name, address and telephone number for this Contract is as follows:

**Ron DiCicco  
Wesco Turf, Inc.  
2101 Cantu Court  
Sarasota, FL 34232  
941-377-6777**

**Q. Renegotiation or Modification**

The Contract contains all the terms and conditions agreed upon by the parties, which terms and conditions shall govern all transactions between the Department and the Contractor. The Contract may only be modified or amended upon mutual written agreement of the Department and the Contractor. No oral agreements or representations shall be valid or binding upon the Department or the Contractor. No alteration or modification of the Contract terms, including substitution of product, shall be valid or binding against the department. The Contractor may not unilaterally modify the terms of the Contract by affixing additional terms to product upon delivery (e.g., attachment or inclusion of standard preprinted forms, product literature, "shrink wrap" terms accompanying or affixed to a product, whether written or electronic) or by incorporating such terms onto the Contractor's order or fiscal forms or other documents forwarded by the Contractor for payment. The Department's acceptance of product or processing of documentation on forms furnished by the Contractor for approval or payment shall not constitute acceptance of the proposed modification to terms and conditions.

**R. Name, Mailing and Street Address of Payee**

1. The name (Vendor name as shown on Page 1 of this Contract) and mailing address of the official payee to whom the payment shall be made:

**Wesco Turf, Inc.  
2101 Cantu Court  
Sarasota, FL 34232**

2. The name of the contact person and street address where financial and administrative records are maintained:

**Ron DiCicco  
Wesco Turf, Inc.  
2101 Cantu Court  
Sarasota, FL 34232**

**S. All Terms and Conditions**

This Contract, the solicitation, and its attachments as referenced herein contain all the terms and conditions agreed upon by the parties.

List of attachments included as part of this Contract:

Type	Number	Description
Attachment	I	ITN/RFP/ITB 20-21100000-C and Addenda
Attachment	II	Completed Attachment A, Price Sheet
Attachment	III	Solicitation Attachments C, D, E, F, J
Attachment	IV	PUR 1000

IN WITNESS THEREOF, the parties hereto have caused this Contract, which includes any referenced attachments, to be executed by their undersigned officials as duly authorized. This Contract is not valid until signed and dated by both parties.

**VENDOR:**    **Wesco Turf, Inc.**

**STATE OF FLORIDA, DEPARTMENT OF  
MANAGEMENT SERVICES**

**SIGNED  
BY:** \_\_\_\_\_

**SIGNED  
BY:** \_\_\_\_\_

**NAME:** \_\_\_\_\_

**NAME:** \_\_\_\_\_

**Chad Poppell**

**TITLE:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**Secretary**

**DATE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

## Attachment A: Price Sheet

Certain exclusions apply to Groups and Sub Groups, please see specific Price Sheets for further details.

Group	Group Description	Sub Group	Sub Group Descriptions
<b>Attachment A: Price Sheet A.1 Groups 1-2</b>			
Group 1	All Terrain Vehicles (ATV)	Sub Group 1	All Terrain Vehicles: tracked or wheeled Trail or Utility with no cargo bed 4WD/AWD
Group 2	Utility Vehicles (UTV)	Sub Group 2	Side-by-Side Utility Vehicles: 2+ passengers, 4WD/AWD (Ex: Sport, Trail, Performance, etc.) (Excludes Work)
		Sub Group 3	Work Utility Vehicles: must include cargo bed (Ex: Mules and Gators) (Excludes Sport/Trail, Performance)
<b>Attachment A: Price Sheet A.2 Groups 3-10</b>			
Group 3	Mower: Walk-behind Lawn, Non-Commercial Type	Sub Group 4	Mower: Walk-behind Lawn, Non-Commercial Type; Deck less than or equal to 28"
Group 4	Mower: Walk-behind Lawn, Commercial Type	Sub Group 5	Mower: Walk-behind Lawn, Non-Commercial Type; Deck greater than 28"
		Sub Group 6	Mower: Walk-behind Lawn, Commercial Type; Deck less than 44"
Group 5	Mower: Stand-On, Commercial Type	Sub Group 7	Mower: Walk-behind Lawn, Commercial Type; Deck greater than or equal to 44"
		Sub Group 8	Mower: Stand-On, Commercial Type
Group 6	Mower: Lawn & Garden Tractor (Riding)	Sub Group 9	Mower: Lawn & Garden Tractor (Riding); Less than or equal to 44" Deck
		Sub Group 10	Mower: Lawn & Garden Tractor (Riding); Deck greater than 44" but less than 52"
		Sub Group 11	Mower: Lawn & Garden Tractor (Riding); Deck greater than or equal to 52"
Group 7	Mower: Front / Rear wheel Steering (Riding) Type	Sub Group 12	Mower: Front (Rear wheel Steering) Riding Type; All Deck Sizes
Group 8	Mower: Commercial Zero-Turn Radius (Riding) Type	Sub Group 13	Mower: Zero-Turn Radius, Commercial Type; Deck less than or equal to 44"
		Sub Group 14	Mower: Zero-Turn Radius, Commercial Type; Deck greater than 44" and less than 52"
		Sub Group 15	Mower: Zero-Turn Radius, Commercial Type; Deck greater than or equal to 52" but less than or equal to 72"
Group 9	Mower: Wide-Area, Commercial	Sub Group 16	Mower: Wide-Area, Commercial; Deck equal to or greater than 72 inches
Group 10	Lawn Equipment - Handheld, Walk-behind, Backpack	Sub Group 17	Power Small Handheld Equipment: Hedge Trimmers, Edgers, Augers, Post hole diggers, Chainsaw, Blowers
		Sub Group 18	Push Power Equipment: Brush Cutters, Tillers, Push Vacuum etc.
<b>Attachment A: Price Sheet A.3 Groups 11-15</b>			
Group 11	Utility Tractors: Under 40 HP	Sub Group 19	Utility Tractors: Less than 40 HP (Includes: Sub-Compact and Compact)
Group 12	Utility Tractors: Greater than or equal to 40 HP but less than 145 HP	Sub Group 20	Compact Utility Tractors: Greater than or Equal to 40 HP but less than 75 HP (Includes: Compact and Utility)
		Sub Group 21	Utility Tractors: Greater than or equal to 75 HP but less than 110 HP (Includes: Compact and Utility)
Group 13	Row-Crop Tractors: Greater than 140 HP but less than 370 HP	Sub Group 22	Utility Tractors: Greater than or equal to 110 HP but less than or Equal To 145 HP
		Sub Group 23	Row-Crop Tractors: Greater than 140 HP but less than 260 HP
Group 14	Agricultural/Specialty Tractors: Includes hi-crop, low profile and narrow do not qualify for other groups	Sub Group 24	Row-Crop Tractors: Greater than or equal to 260 HP but less than 370 HP
		Sub Group 25	Agricultural/Specialty Tractors: Less than 145 HP
		Sub Group 26	Agricultural/Specialty Tractors: Greater than or equal to 145 HP but less than 370 HP
Group 15	Large Lawn, Agricultural, and Small Forestry Equipment: Compatible with tractors, stand alone, and vehicles.	Sub Group 27	Small Forestry Equipment: Wood chippers, Shredders, Log Splitters, etc.
		Sub Group 28	Accessories, Attachments & Implements compatible with vehicles
<b>Attachment A: Price Sheet A.4 Groups 16-18</b>			
Group 16	Golf Carts and Golf Specialty Vehicles	Sub Group 29	Golf Carts
		Sub Group 30	Turf & Golf Utility Vehicles
Group 17	Golf & Turf Mowers	Sub Group 31	Greens Mowers
		Sub Group 32	Fairway Mowers
		Sub Group 33	Rough, Trim, & Sports Mowers
Group 18	Golf and Sports Specialty Equipment and Accessories	Sub Group 34	Walk-behind / Push power Equipment or Riding Equipment: Sod cutters, Edgers, Sprayers, Spreaders, Aerators, Core aerators, etc.
		Sub Group 35	Specialty Attachments Includes: Field and Bunker Rakes, Greens Rollers, Aerators, etc.
<b>Attachment A: Price Sheet A.5 Groups 19-21</b>			
Group 19	Large Commercial / Production Forestry Equipment	Sub Group 36	Heavy Forestry Equipment: feller bunchers, forwarders, harvesters, knuckleboom loaders, skidders, swing machines, etc.
		Sub Group 37	Commercial Forestry Stand Alone Machines: Log Chippers, Stump Grinders, etc.
Group 20	Flat/Utility Axle Trailers	Sub Group 38	Single Axle Trailers
		Sub Group 39	Tandem Axle Trailers
Group 21	Specialty Trailers	Sub Group 40	Landscape and Dump Trailers

HP= Net Engine Horsepower



9/28/2016

VIERA EAST COMMUNITY DEVELOPMENT DISTRICT  
2300 CLUBHOUSE DRIVE  
ROCKLEDGE FL 32955

I have enclosed the Lease documentation for the equipment being supplied by WESCO TURF INC. After having the documents signed, please fax or email them back to me at 515-334-7897 or [golf@dlgroup.com](mailto:golf@dlgroup.com).

Please have an Authorized Signor (CFO, COO, Mayor, Commissioner, Executive Director, Council President, City/County Manager, City/County Administrator) sign and date the following:

- o Lease Agreement
- o Maintenance Agreement
- o Authorization Agreement for Automatic Withdrawals (ACH) (OPTIONAL)
- o Delivery and Acceptance Certificate
  - o May be completed via fax, if equipment has not been delivered at time of document signing
- o Agreement to Provide Physical Damage Insurance
- o Golf Application (only if required)
- o Opinion of Lessee's Counsel (required for leases over \$250,000)

If applicable, please send the **Advance Payment of \$5,503.62 and Documentation Fee of \$250.00** to the following address – Attn: Golf and Turf, P.O. Box 2000, 8001 Birchwood Court, Suite C, Johnston, IA 50131.

If you have any questions, please feel free to contact me at 1-800-873-2474. Thank you for your business.

Sincerely,

ERICA WARD  
Account Manager – Golf, Turf & Recreational Products

**LEASE AGREEMENT (Golf Equipment - Municipal Entities - FL ONLY)**

Lessee's Budget Year Ends in the Month of:	Lease Agreement Number: Q093431
--	---------------------------------

**TO OUR VALUED CUSTOMER:** This Lease Agreement (this "Lease") has been written in "Plain English." The words "You" and "Your" are used in this Lease to mean the Lessee identified below. The words "We," "Us" and "Our" are used in this Lease to mean the Lessor who is DLI Finance LLC, 8001 Birchwood Court, P.O. Box 2000, Johnston, IA 50131 and any of our affiliates, subsidiaries, successors and assigns.

<b>LESSEE</b>	Full Legal Name: VIERA EAST COMMUNITY DEVELOPMENT DISTRICT			
	Mailing Address 2300 CLUBHOUSE DR	City ROCKLEDGE	State FL	Zip 32955

<b>SUPPLIER</b>	Name: WESCO TURF INC
	Address: 2101 CANTU CT SARASOTA FL 34232
	Phone: 941-487-6811

**TERM AND LEASE PAYMENT SCHEDULE**

You agree to the following terms:

**TERM**

**Commencing on:**  OR  the 1st day of the month immediately following Borrower's signature on the Delivery and Acceptance Certificate and Lender's receipt thereof (the "Commencement Date").

The Initial Term ("Term") shall be 48 months from the Commencement Date.

**PAYMENT**

The aggregate sum due under this Lease includes lease payments and other amounts required to be paid under this Lease (each payment shall be referred to as a "Payment" and collectively as "the Payments") and shall be payable as follows:

The lease payment shall be as follows (the "Lease Payment"):

The first scheduled payment will be due on:  OR  the Commencement Date.

Each payment thereafter will be due:

on the 1st day of the month or  as indicated below.

Number of Payments:  48	Payment Amount:  \$5,167.72	Payment Frequency: <input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Quarterly; or  On the following day(s)
Use tax per Payment (estimated):	<b>Total Payment Amount with Sales/ Use Taxes (estimated):</b>  5,167.72	
Security Deposit:		

**TAXES**

Sales/use tax has been estimated above to provide an approximation of the taxes and total Payment amount. The actual sales and use tax may vary and may be, depending on state law, collected at the time this Lease is entered into or added to each Payment on the terms of this Lease. **Property tax will be billed annually and is due on invoice.** If the use tax payment box above is empty or indicates \$0, we anticipate receiving a valid exemption certificate. If such certificate is not received, Sales or use tax may be billed to you and/or added to the Payments.

**PAYMENTS.** You agree to make all Payments due under this Lease to Us at P.O. Box 14535, Des Moines, IA 50306 or at such other address as We may designate from time to time. Your Payments shall constitute a current expense and do not constitute a mandatory payment obligation of You in any fiscal year beyond Your current fiscal year. Your obligations hereunder shall not be construed to be a debt in contravention of any applicable constitutional or statutory limitation or requirement concerning the creation of indebtedness by You, nor shall anything contained herein constitute a pledge of Your general credit, tax revenues, funds, or moneys.

**INSURANCE & TAXES.** You are required to provide and maintain insurance related to the Equipment (defined below) and other items described in this Lease and to pay any property, use, sales, excise, and other taxes related to this Lease or any Equipment and to pay all license and registration fees assessed against this Lease or any Equipment. You agree to furnish Us with satisfactory evidence of Your tax exemption.

**DELINQUENT PAYMENTS AND RETURNED CHECK CHARGE.** Each Payment past due more than 10 days shall be subject to a late charge accrued at a rate equal to 1.75% per month from the due date until paid or \$1, whichever is greater, but in no event shall any late charge exceed the maximum amount allowed by law. If any check or payment is returned or rejected for insufficient funds or any other reason, You shall pay to Us a fee of \$25.00 or such other amount established by Us from time to time not to exceed the maximum amount permitted under applicable law. In Our discretion, such amount shall be paid on demand or added to the next Payment and You agree to pay such increased Payment amount.

## TERMS AND CONDITIONS

**1. Lease.** We agree to lease to You and you agree to lease from Us, the equipment listed on the Equipment Schedule attached hereto and incorporated herein by reference, including all replacement parts, repairs, additions and accessories (the "Equipment") on the terms and conditions of this Lease and all exhibits, schedules and amendments hereto.

**2. Term.** Provided this Lease has been accepted and executed by both parties, this Lease shall become effective upon the Commencement Date and shall remain effective for an original term (the "Original Term") ending at the end of Your budget year in effect on the Commencement Date and shall be continued by You for additional one-year terms (each, a "Renewal Term") coinciding with Your budget year up to the total number of months indicated above as the Full Lease Term; *provided, however,* that at the end of the Original Term and at the end of each Renewal Term, You shall be deemed to have continued this Lease for the next Renewal Term unless You shall have terminated this Lease pursuant to Section 3. Payments under this Lease shall be due as set forth on the Payment Schedule until the balance of the Payments and any additional Payments or expenses chargeable to You are paid in full. Payment amounts and other amounts required to be paid under this Lease shall be referred to in this lease as "Payments." Unless otherwise indicated in the Payment schedule provided above, the first Payment under this Lease is due when this Lease is signed by You and the remaining Payments will be due on the first day of each subsequent month through the expiration of the Term. You agree to pay Us the amount of all search fees, filing fees and administration fees specified in this Lease at the time this Lease is executed and, in any event, upon demand by Us, and to reimburse Us for the amount of all search and filing fees incurred by Us in connection with this Lease upon demand by Us. EXCEPT AS PROVIDED IN SECTION 3, THIS LEASE IS NON-CANCELABLE AND YOUR OBLIGATION TO PAY IN FULL THE PAYMENTS AND ANY OTHER AMOUNT DUE HEREUNDER IS ABSOLUTE, IRREVOCABLE AND UNCONDITIONAL AND IS NOT SUBJECT TO AND SHALL NOT BE AFFECTED BY ANY ABATEMENT, SET-OFF, DISPUTE, CLAIM, COUNTERCLAIM, DEDUCTION, DEFENSE OR OTHER RIGHT WHICH YOU MAY HAVE OR ASSERT AGAINST ANY SUPPLIER, DEALER, VENDOR OR MANUFACTURER OF THE EQUIPMENT OR ANY OTHER PARTY FOR ANY REASON WHATSOEVER, ALL OF WHICH YOU HEREBY EXPRESSLY WAIVE AS AGAINST US. YOU AGREE NOT TO ASSERT AGAINST US ANY CLAIMS OR DEFENSES YOU MAY HAVE WITH RESPECT TO ANY

**EQUIPMENT.** In no case shall We be liable for any special, incidental or consequential damages based upon any legal theory, including, but not limited to, loss of profits, loss of use of the Equipment, the claims of third parties or damage to the Equipment.

**3. Non-Appropriation of Funds.** Notwithstanding anything to the contrary contained herein, You warrant that You have funds available to pay all Payments that are to be paid hereunder through the end of Your current appropriation period. If Your legislative body or other funding authority does not appropriate funds for Payments for any subsequent appropriation period and You do not otherwise have funds available to lawfully pay the Payments (a "Non Appropriation Event"), You may, subject to the conditions herein and upon prior written notice to Us (the "Non-Appropriation Notice"), effective the later of (a) 60 days after such Non-Appropriation Notice, or (b) the end of Your then-current appropriation period (the "Non-Appropriation Date"), terminate this Lease and be released of Your obligation to make all Payments coming due after the Non-Appropriation Date. As a condition to exercising its rights under this Section, You shall (a) provide with the Non-Appropriation Notice a sworn affidavit of a responsible official that a non-Appropriation Event has occurred and that You have attempted to obtain funding, in good faith, from all available funding sources, but those efforts have failed to obtain funding for the Payments, (b) return the Equipment on or before the Non-Appropriation Date to Us or a location designated by Us, in the condition required by, and in accordance with the return provisions of this Lease, at Your expense, and (c) pay Us all sums payable to Us under this Lease up to the Non-Appropriation Date. In the event of any Non-Appropriation Event, We shall retain all sums paid hereunder or under the Lease, including the security deposit, if any, specified in this Lease. Termination pursuant to this Section shall not constitute a Default under this Lease; provided that the Parties agree that this Section is not intended to permit You to terminate this Lease at will or for convenience.

**4. Delivery and Acceptance; DISCLAIMER OF WARRANTIES.** You agree to accept each item of Equipment in its as-is condition when delivered and to execute the Delivery and Acceptance Certificate supplied by Us as evidence thereof. **YOU ACKNOWLEDGE THAT WE MAKE NO WARRANTY, EITHER EXPRESS OR IMPLIED WITH RESPECT TO ALL EQUIPMENT, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY FOR PURPOSES FOR A PARTICULAR PURPOSE.** You also agree that neither the manufacturer nor the supplier of the Equipment is an agent

of Ours. If the Equipment is covered by a manufacturer's warranty, such warranty shall be extended to You if automatically assignable. You agree that there shall be no abatement of any Payment obligation because of unavailability of the Equipment during periods of its warranted or non-warranted repair. You agree to hold Us harmless from specific performance of this Lease and from damages, if, for any reason, the supplier, manufacturer, vendor or any other party fails to deliver, or delays in delivery of, the Equipment so ordered or if the Equipment is unsatisfactory for any reason whatsoever. You agree that any delay in delivery of or defect in the Equipment shall not affect the validity of this Lease or the obligation to make Payments hereunder. Your execution of a Delivery and Acceptance Certificate in the form attached hereto shall conclusively establish that the Equipment covered thereby is acceptable to You for all purposes of this Lease.

**5. Use, Maintenance and Return of Equipment.** So long as You are not in Default under this Agreement, We agree not to interfere with Your right of quiet enjoyment and use of the Equipment. You agree that all Equipment is to be used for commercial purposes and that the Equipment will not be moved outside of the contiguous forty-eight states of the United States and to notify Us of each change in the place where the Equipment is located or used not more than twenty (20) days following each change in location. You further agree as follows: (a) to operate the Equipment in a careful manner; (b) to maintain the Equipment in good repair and repair any damage thereto; (c) restrict the Equipment's use to experienced and competent operators employed by You; (d) to use the Equipment only in the conduct of Your business; (e) properly house and store the Equipment when not in use; (f) not to rent or sub-lease the Equipment without Our prior written consent except as described in Section 17; (g) to not allow any lien, encumbrance or security interest (other than as created pursuant to this Lease, if any) attach to any Equipment; (h) to comply with all laws and regulations relating to the possession, operation and use of the Equipment; and (i) to pay all license and registration fees and all sales, use, excise, property and all other federal, state and local taxes assessable against this Lease and/or any Equipment, including without limitation, its use or operation and to reimburse Us, upon demand, as additional rent, the amount of any such taxes or costs paid by Us. Upon the expiration or termination of the Lease, You agree to make the Equipment available for pick up by Us at Your cost and expense and in the same condition as when delivered, ordinary wear and tear excepted, free of any lien, encumbrance or security interest claimed by any person. You will not in any event subject the Equipment to any abrasive, corrosive or abnormal working conditions or any environmentally hazardous substance (under any applicable federal, state or local law, rule or regulation) without Our prior written consent. You shall notify Us of any change in the state of Your location (as such term is defined in the Uniform Commercial Code) not more than twenty (20) days following each change. In addition to all other amounts payable hereunder, You hereby agree to pay to Us, upon demand, all charges for the late return of any Equipment, all charges incurred by Us to repair any excessive wear and tear to any Equipment (including but not limited to repair or replacement of engine, drive train, glass, metal work and trim, rings, gears, tires in an unsafe condition and any other unsafe or abnormal condition of the Equipment), plus an amount equal to Rate Per Excess Hour multiplied by any units of use of any Equipment in excess of the Hours of Use During Lease Term shown on the Lease. You agree to be responsible for and to pay the entire cost of all necessary maintenance and repair of

the Equipment. In maintaining and repairing any Equipment, You shall conform to the recommended practices and procedures of the manufacturer of the Equipment, and shall not, without Our approval, effect any modification or alteration of or to any Equipment. You shall comply with any mandatory or recommended product recalls issued by the manufacturer. All replacement parts and improvements incorporated into any Equipment shall become Our property. Should this Lease be terminated prior to the expiration of the Term, the applicable Hours of Use During Lease Term will be prorated by multiplying this unit total by the actual lease term in months divided by the Term in months and the Rate Per Excess Hour will apply to all units of use in excess of this prorated unit total. We may, at any reasonable time, access the premises where the Equipment is located so that We may inspect the Equipment's existence, location, installation, condition and/or maintenance.

**6. Risk of Use, Damage and Destruction.** You assume all risk arising from the possession and operation of the Equipment and agree to defend and indemnify Us and hold Us harmless from all claims, demands, damages and losses, including reasonable attorneys' fees and expenses, arising therefrom. In the event of the theft, destruction or other total loss with respect to any item of Equipment (each item of Equipment singularly referred to herein as the "machine") during the Term or any extension thereof, You shall provide Us prompt written notice. In the event of damage thereto from any cause which in Our judgment cannot be economically repaired, or in the event of the loss of the machine, its theft, or removal from Your possession by the operation of law or otherwise, then, but only with respect to that machine, this Lease shall terminate and You shall immediately pay to Us, only with respect to that machine, the sum of all past due and future Payments for the then-current Term and interest thereon, Taxes, fees and charges to be made but not yet due under the terms of this Lease for the then-current Term, plus the residual value associated with such machine, all as indicated in Our books and records. In the event the Lease covers two or more items of equipment, the Payment allocation shall be based on the pro-rata relationship of the Minimum Equipment Insurance Amount Required, as shown in this Lease, to the total Payments. The Payments due under this Lease on the remaining items of equipment following such termination shall be reduced by the unpaid balance of the Payments allocable to the lost piece of equipment as set forth above. The amount of any insurance proceeds received by Us because of such destruction or event, and the amount received by Us upon the disposition of the machine should it be recovered, shall be deducted (i) first, from the residual value of such machine as indicated in Our books and records (the "Residual Value"), and (ii) second, from the Payments, any excess amount over the Residual Value. In the event of damage to any machine, which damage in Our judgment can be economically repaired, then this Lease shall not be terminated with respect to the machine, but rather the machine shall be restored to its original condition by You, at Your expense. We shall apply the amount of any insurance proceeds received by Us because of such damage first to the repair of the machine and any excess amount of insurance proceeds shall be credited to the Payments.

**7. Insurance.** You shall purchase and maintain, at Your expense: (a) standard all risk type property damage insurance (covering theft, destruction and/or damage) for the Equipment's full replacement value and in no event less than the Minimum Equipment Insurance Amount Required (as indicated on the Equipment Schedule) with a maximum deductible equal to the greater of \$500.00 or five percent (5.0%) of the adjusted loss;

(b) liability insurance in an amount of at least one million dollars (\$1,000,000) (five million dollars (\$5,000,000) if the Equipment or any single machine is deemed a "motor vehicle" under applicable law in the state where You are located) that protects You and Us against the risk of personal injury and physical damage (to property other than the Equipment itself) arising out of or resulting from or because of the operation of the Equipment; and (c) workers' compensation coverage as required by the laws of the state in which You are located. All insurance required herein must be in a form and from an insurer satisfactory to Us and You shall keep such insurance in effect during the Full Lease Term. Evidence of all such insurance shall be provided to Us and such insurance shall provide Us with 10 days advance notice of modification or cancellation and name Us as loss payee. If such insurance is modified, cancelled or allowed to lapse, We may (but shall not be obligated to) purchase or otherwise provide such insurance from an insurer of Our choice, which may be an affiliate of Ours. The costs, limits, terms, conditions and coverage of such replacement insurance, if any, may vary from any previous coverage. We may add the costs of acquiring and maintaining such insurance and Our fees for Our services in placing and maintaining such insurance (collectively "Insurance Charge") to the Payments and You agree to pay such amount, together with interest thereon at a rate per month of 1.75% from the date such insurance was purchased or provided by Us until paid. You agree that such Insurance Charge and additional amounts and the interest thereon shall, as specified by Us, either be paid on demand or be added to the Payments and You promise to pay the resulting increase in the Payments and agree that We may make a profit. We shall have no responsibility to You for the cost or appropriateness of the premium for any insurance, the creditworthiness of any insurance company, the rebate or refund of any insurance premium to which You may be entitled or any other matter relating to any insurance even if any insurance was provided through a group policy arranged by Us. **Nothing in this Lease will create an insurance relationship of any type between Us and/or any person or party. Insurance coverage for personal liability or physical damage caused to the property of others is not provided.**

**UCC Filings; Article 2A Provisions; Finance Lease Status.** We are the owner of and will hold title to the Equipment under this Lease. Although the Equipment may become attached to real estate, it is and will remain personal property and will not become a fixture. If this Lease is deemed to be a security agreement, You grant us a security interest in the Equipment, whether categorized as inventory, goods or otherwise, under the Uniform Commercial Code ("UCC"), as collateral to secure payment of all of Your present and future obligations owed to Us including without limitation, Your Payments and We shall be entitled to all rights of a secured party under the applicable UCC with respect thereto. You authorize Us to prepare and file against You a financing statement (not to attach this Agreement) describing the Equipment. You hereby authorize, ratify and approve any financing statement covering Equipment filed by Us on or prior to the date hereof. The parties intend this Lease to be a true lease and the filing of a financing statement shall not be construed as evidence to the contrary. You agree Article 2A-Logses of the UCC applies to this Lease, and this Lease will be considered a "Finance Lease" as that term is defined in Article 2A. By signing this Lease, You acknowledge and agree that the Supplier identified in the Lease is the supplier (as that term is defined in Article 2A of the UCC) of the Equipment and that You have been informed that You are entitled to the promises

and warranties provided by the manufacturer, dealer, vendor or other person supplying the Equipment in connection with the contract by which We acquired the Equipment (the "Supply Contract") and that You may contact the manufacturer, supplier, dealer or vendor of the Equipment for a description of any right or warranties that You may be entitled to under the Supply Contract. With respect to this Lease, **TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOU WAIVE ANY AND ALL RIGHTS AND REMEDIES CONFERRED UPON A LESSEE BY UCC ARTICLE 2A, including without limitation, Section 2A-508 through 2A-522 of the UCC.** You also represent that all trade-in property is free and clear of all security interests, liens and encumbrances.

**9. Assignment / Sub-Lease.** You may not assign this Lease or any of Your rights hereunder, nor may You sell, transfer, sublease, rent or lend any Equipment or permit it to be used by anyone other than Your employees without Our prior written consent except as described in section 18. We may assign this Lease without notice or consent and the assignee shall succeed to all of Our rights. Any such assignee shall have all of Our rights, remedies, powers and privileges under this Lease, but shall have none of Our obligations.

**10. Default.** Each of the following is a "Default" under this Lease: (a) You fail to pay any Payment or any other payment obligation when due under this Lease; (b) You do not perform any of Your other obligations under this Lease or in any other agreement with Us or with any of Our affiliates; (c) any representation or warranty made by You proves to be incorrect in any material respect when made; (d) You become insolvent, or are generally unable to pay Your debts when due, You dissolve or are dissolved, or You assign Your assets for the benefit of Your creditors, You seek appointment of a receiver, custodian or other similar official for You or for Your assets, You commence or have commenced against You any action for relief under any bankruptcy, insolvency or reorganization laws; (e) You sell all or substantially all of Your assets or property; (f) You shall or shall attempt to abandon, remove, sell, encumber, rent or sublet any item of Equipment except as described in section 18; (g) You shall suffer a material adverse change in Your financial condition or operations; (h) You shall cease or suffer to exist any sale or transfer of an interest which would result in a change in majority ownership of You; (i) You shall amalgamate, merge or consolidate with another entity without Our consent; (j) any guarantor of Your obligations under this Lease dies, does not perform such guarantor's obligations under the guaranty, or becomes subject to one of the events listed in clause (d), (e), (f), (g), (h) or (i) above; or (k) any letter of credit required under this Lease is breached, canceled, accelerated, terminated or not renewed for any reason.

**11. Remedies.** In the event of a Default or an event which, with the passage of time, would constitute a Default hereunder, We may, at Our option: (a) cancel or terminate this Lease or any or all other agreements that We have entered into with You; (b) declare the entire unpaid balance of all Payments immediately due and payable without notice or demand and require You to immediately pay Us, as compensation for loss of Our bargain and not as a penalty, a sum equal to (i) all past due and future Payments and interest thereon for the then-current Term, (ii) Taxes, fees and charges to be made but not yet due under the terms of this Lease for the then-current Term, and (iii) the Residual Value of the Equipment; (c) require You to deliver the Equipment to Us; (d) peacefully repossess the Equipment without court order and You will not make any claims against Us or our agents for damages or trespass, or any other reason; (e) appoint a receiver/manager; (f) charge You interest on all

monies due to Us at the rate of 1.75% per month from the due date thereof until paid but in no event more than the maximum rate permitted by law; (g) advise any or all account parties and any of Your renters, lessees and borrowers of the Equipment to make all rental, lease and loan payments to Us and/or direct them to return the Equipment to Us upon the expiration of the rental, lease or loan term; and (h) exercise any other right or remedy available at law or in equity. **You agree to pay all of Our costs and expenses, including, without limitation, reasonable attorney's fees and expenses and collection agency fees and expenses, of enforcing Our rights against You, for the recovery or repossession of Equipment and in the collection of Your obligations to Us under this Lease.**

If We take possession of any Equipment, We may sell, re-lease or otherwise dispose of it with or without notice, at a public or private sale, on Your premises or elsewhere and apply the net proceeds (after We have deducted all costs related to the sale or disposition of the Equipment) (i) first, to the Residual Value; (ii) second, to Payments, Taxes, fees and charges that would have become due in the course of the Full Lease Term; and (iii) to the amounts that You owe Us. You agree that if notice of sale is required by law to be given, 10 days' notice shall constitute reasonable notice. You will remain responsible for any amounts that remain due after We have applied such net proceeds. If You fail to deliver the Equipment upon demand by Us or fail to return the Equipment in a timely manner, as determined by Us, upon the termination or expiration of this Lease or upon Default and We do not recover the Equipment, then You shall be additionally liable to Us for the fair market value of the Equipment at the time of termination or expiration of this Lease or at the time of Default, whichever is earlier. The remedies provided by this Lease in favor of Us shall not be deemed exclusive, but shall be cumulative and in addition to all other remedies in Our favor existing at law or equity or by statute or otherwise, and may be enforced concurrently or separately. No failure or delay on Our part in exercising any right or remedy shall operate as a waiver thereof or modify the terms of this Lease. A waiver of default shall not be a waiver of any other or subsequent default. Our recovery hereunder shall not exceed the maximum recovery permitted by law.

**12. Renewal.** Unless this Lease is earlier terminated pursuant to Section 3, You must give Us at least 60 (but not more than 180 unless waived by Us in Our sole discretion) days written notice before the end of the Full Lease Term that You will return the Equipment to Us. Until You give Us such written notice: (a) the Lease will automatically renew on a month-to-month basis (each a "Renewal Month Term") until You provide Us 60 days prior written notice that You will return the Equipment to Us (in which case the Lease will renew for two additional Renewal Month Terms), each Renewal Month Term will commence immediately upon the expiration of the then current term and (b) the terms of the Lease, including without limitation the amount of the Payment, will continue to apply and (c) Your security deposit, if any, will continue to be held to secure Your performance during the Renewal Month Term.

**13. Indemnification.** You are responsible for any losses, damages, penalties, claims, suits and actions, including, without limitation, court costs and attorney's fees and expenses, (collectively "Claims"), whether based on a theory of strict liability or otherwise caused by or related to (a) the manufacture, installation, ownership, operation, use, lease, possession or delivery of the Equipment, (b) any defects in the Equipment or (c) this Lease (and any supplements and amendments hereto). To the maximum extent permitted by

applicable law, You agree to reimburse Us for and, if We request, to defend Us against any Claims. This indemnification will continue even after the termination of this Lease or full payment of all obligations owed by You hereunder.

**14. Representations, Warranties and Covenants.** You represent, warrant and covenant as follows: (a) You are a municipal corporation and political subdivision duly organized and existing under the constitution and laws of the state in which You are located; (b) You are authorized under the constitution and laws of said state to enter into this Lease and the transaction contemplated hereby and to perform all of Your obligations hereunder; (c) You have been duly authorized to execute and deliver this Lease by proper action and approval of Your governing body at a meeting duly called, regularly convened and attended throughout by requisite majority of the members thereof or by other appropriate official approval; (d) this Lease constitutes Your legal, valid and binding obligation enforceable in accordance with its terms, except to the extent limited by applicable bankruptcy, insolvency, reorganization or other laws affecting creditors' rights generally; (e) no event or condition that constitutes, or with the giving of notice or the lapse of time or both would constitute, a Default exists at the Commencement Date; (f) You have in accordance with the requirements of lawfully budgeted and appropriated sufficient funds for the current fiscal year to make the Payments scheduled to come due during the Original Term and to meet Your other obligations for the Original Term and such funds have not been extended for other purposes; (g) You will do or cause to be done all things necessary to preserve and keep in full force and effect Your existence as a corporate and body politic; (h) You have complied with such public bidding requirements as may be applicable to this Lease and Your acquisition of the Equipment hereunder; (i) there is no action suit, proceeding inquiry or investigation, at law or in equity, before or by any court, public board or body, pending or threatened against or affecting You or this Lease, nor to the best of Your knowledge is there any basis therefore wherein an unfavorable decision ruling or finding would materially adversely affect the transactions contemplated by this Lease or any other document, agreement or certificate which is used or contemplated for use in the consummation of the transactions contemplated by this Lease or materially adversely affect Your financial condition or properties; (j) You have obtained all authorizations, consents and approvals of governmental bodies or agencies required in connection with the execution and delivery of this Lease or in connection with the performance of Your obligations hereunder; (k) the entering into and performance of this Lease or any other document or agreement contemplated hereby to which the You are or are to be a party will not violate any judgment, order, law or regulation applicable to You or result in any breach of, or constitute a default under, or result in the creation of any lien, charge, security interest or other encumbrance on any of Your assets or the Equipment pursuant to any indenture, mortgage, deed of trust, bank loan or credit agreement or other instrument to which You are a party or by which You or Your assets maybe be bound, except as herein provided; (l) the Equipment described in this Lease is essential to Your function or to the services You provide to Your citizens, You have an immediate need for, and expect to make immediate use of, substantially all of the Equipment, which need is not temporary or expected to diminish in the foreseeable future and the Equipment will be used by You only for the purpose of performing one or more of Your governmental or proprietary functions consistent with the permissible scope of Your authority and will not be used in the trade or business of

any other entity or person; (m) You have never failed to appropriate or otherwise make available funds sufficient to pay rental or other payments coming due under any lease purchase, installment sale or other similar agreement. Your representations, warranties and covenants shall survive beyond the Full Lease Term and the termination of this Lease.

**15. Choice of Law and Jurisdiction; Waiver of Jury Trial.** The law of the state of Your address shown on the front page hereof shall govern all matters relating to this Lease. This Lease shall not be enforceable by You until signed by Us in our Johnston, Iowa offices. **To the extent permitted by applicable law, You also waive Your right to a trial by jury.**

**16. Waivers.** You acknowledge receipt of an executed copy of this Lease. Where permitted by law, You waive Your right to receive a copy of any financing statement, financing change statement, verification statement or other similar instrument filed or issued at any time in respect of this Lease or any amendment hereof. To the extent permitted by law, You, being fully aware of the rights and benefits afforded to You by statute, hereby waive the benefits of all provisions of any applicable statute, including, without limitation, any statute relating to leases, conditional sales, or regulatory credit, and of any regulations made thereunder in any and all states of the United States, which would, in any manner, affect, restrict or limit Our rights hereunder. You also waive and assign to Us the right of any statutory exemption from execution or otherwise and further waive any rights to demand security for costs in the event of litigation.

**17. TAX TREATMENTS AND INDEMNIFICATION.** Unless otherwise provided, this Lease is entered into on the assumption that We are the owner of the Equipment for income tax purposes and are entitled to certain federal and state tax benefits available to an owner of the equipment (collectively "Tax Benefits"), including without limitation, accelerated cost recovery deductions and deductions for interest incurred by the Lessor to finance the purchase of the Equipment, available under the Internal Revenue Code of 1986, as amended (the "Code"). You represent, warrant, and covenant to Us that (a) the Equipment will be used for a governmental or proprietary purpose; (b) You are a tax-exempt entity (as defined in Section 513(b)(1) of the Code); (c) You will use all Equipment solely within the United States; and (d) You will take no position inconsistent with the assumption that We are the owner of the Equipment for any tax purposes. You and Us contemplate that the Equipment will be exempt from all Taxes. If, however, because of any of Your acts or omissions or any party acting through You, or the breach or inaccuracy of any representation, warranty or covenant made by You, We reasonably determine that we cannot claim, are not allowed to claim, or that we may lose or must recapture any or all of the Tax Benefits otherwise available with respect to the Equipment subject to any Lease (a "Tax Loss"), then You will, promptly upon demand, pay to Us an amount sufficient to provide Us the same after-tax rate of return and aggregate after-tax cash flow through the end of the term of such Lease then in effect that We would have realized but for such Tax Loss.

You will be responsible for as and when due and shall indemnify and hold Us harmless from and against all present and future taxes and other governmental charges, including, without limitation, those for sales, use, leasing and stamp taxes, license and registration fees, and amounts in lieu of such taxes and charges plus any penalties or interest on any of the above, (all of the foregoing are collectively the "Taxes"), imposed, levied upon, assessed in connection with, or as a result of the purchase, ownership, delivery, leasing, possession or use of

the Equipment, or based upon or measured by the Payments or receipts with respect to this Lease. If You do not pay any of the Taxes, We have the right, but not the obligation, to pay them on Your behalf. You will not, however, be obligated to pay any taxes on or measured by Our net income. You authorize Us to add to the amount of each Payment any Taxes that may be imposed on or measured by such Payment. We do not have to contest any Taxes, fines or penalties. We will file all personal property, use or other Tax returns as required by law under this Lease. In such case, You will pay to Us on demand, as an additional Payment, the amount of the personal property tax We are required to pay. You agree to reimburse Us with the next Payment for any Taxes We pay, plus a fee to Us for collecting and administering any Taxes and remitting them to the appropriate authorities on which we may make a profit and interest thereon at the highest legal rate allowed, from the date due until fully paid. If You do not pay this reimbursement with the next Payment You agree to pay Us interest on those amounts at the highest legal rate allowed from the due date until paid in full. **We make no recommendation, representation or warranty as to the treatment of this Lease for tax or accounting purposes.** You acknowledge that You have consulted with Your tax and accounting advisors concerning the appropriate tax and accounting treatment of this Lease and have not relied on advice from Us; and You hold Us harmless for any adverse consequences resulting from Your tax and accounting treatment of this Lease.

**18. Golf Cars.** If the Equipment includes golf cars, with respect to the golf cars only, notwithstanding the limitations in Section 5, 9 and 10 You may rent the golf cars on a daily or per-round basis to Your patrons, in the ordinary course of Your business. To the extent You complete an exemption certificate relative to personal property taxes on the golf cars, You agree to indemnify Us from and against any Claims related to the failure to pay personal property taxes based on such representation and You agree that you are responsible for remitting any and all required sales, use or other tax required as a result of the rental of the golf cars to patrons.

**19. Financial and Credit Information; Communication Methods.** You authorize Us to obtain credit bureau reports and make other credit inquiries that We determine to be necessary and agree that without further notice We may use or request additional credit bureau reports to update Our information so long as You have any outstanding indebtedness or obligations owed to Us. You further agree to provide Us, promptly after request therefor by Us, such income statements, balance sheets and other financial statements and information and such federal and state income tax returns concerning You that We determine are necessary. Providing Your email address and/or telephone number in Your credit application or otherwise is Your acknowledgment that We may retain Your email address and/or telephone number for further communication with You. You agree to allow Us to conduct business with You using email or by calling You, regardless of the purpose of Our communication, which may include, without limitation, collections and notices under Your agreements with Us. We reserve the right to use the method of communication We deem best in interacting with You.

**20. Facsimile.** This Lease may be executed by a party and transmitted by facsimile or electronic mail. You agree that copy of this Lease bearing Your signature, which was transmitted by facsimile or printed from an electronic file shall be admissible in any legal proceeding as evidence of its contents and its execution by the parties in the same manner as an original document. You further agree not to object to the

admissibility of such copy into evidence under the business records to the hearsay rule or the best evidence rule or otherwise and expressly waive any right to do so. The original or a facsimile or electronic copy of this Lease which bears both signature of Us and You and Our original signature shall be deemed the execution original of this Lease for the purposes of taking possession of this Lease for all other purposes.

**21. Miscellaneous.** You agree the terms and conditions contained in this Lease constitute the final agreement between You and Us and is the exclusive expression of our agreement regarding the lease of the Equipment. All earlier and contemporaneous negotiations and agreements between You and Us on the matters contained herein are expressly merged into and superseded by this Lease. Any modification or addition to the terms of this Lease must be in a written agreement identified as an amendment and signed by Us. **You agree, however, We are authorized, without notice to You, to insert in this Lease and/or the Equipment Schedule any serial number, model numbers and/or make of any item of Equipment, correct any errors in such information reflected in this Lease and/or the Equipment Schedule and correct any other patent errors or omissions in the description of any item of Equipment reflected in the Equipment Schedule, to supply information missing from this Lease or the Equipment Schedule and to correct any obvious errors in this Lease or in the Equipment Schedule.** Without limiting the foregoing, You agree we may insert the date and Number of this Lease after Your execution of the Lease. If We delay or fail to enforce any of Our rights under this Lease, We will still be entitled to enforce those rights at a later time and such rights shall not be waived. Any waiver by Us of any breach or default will not constitute a waiver by Us of any additional or subsequent breach of default nor shall it be a waiver of any of Our rights. Any waiver of a remedy, term or condition or change to the terms and conditions of this Lease must be in writing and signed by Us. All notices shall be given in writing by the party sending the notice and shall be effective when (a) deposited in the U.S. mail, with first class postage prepaid, or (b) sent by overnight courier of national reputation, in either case, addressed to the party receiving the notice at the address shown on the front of this Lease (or to any other address specified by that party in writing). All of Our rights and

indemnities will survive the termination of this Lease. Our rights, privileges and indemnities, to the extent they are fairly attributable to events or conditions occurring or existing during the Term of this Lease, shall survive and be enforceable by Us and Our successors and assignees. Payments received may be applied at Our discretion to obligations hereunder or to any other indebtedness owed by You to Us despite directions, if any, appearing on the remittance or communicated to Us otherwise, and to late charges first and then to the amount owing. It is the express intent of the parties not to violate any applicable usury laws or to exceed the maximum amount of time price differential or interest, as applicable, permitted to be charged or collected by applicable law, and any such excess payment will be applied to Payments in inverse order of maturity, and any remaining excess will be refunded to You. If You do not perform any or all of Your obligations under this Lease, We have the right, but not the obligation, to take any action or pay any amounts We believe are necessary to protect Our interest. You agree to reimburse Us immediately upon Our demand for any such amounts We pay. In the event any provision of this Lease shall be determined by a court of competent jurisdiction to be invalid, illegal, or unenforceable, the parties hereto agree such provision shall be ineffective and the remaining provisions of this Lease shall remain in full force if the essential provisions of this Lease for each party remain valid, legal, and enforceable. Any provision of this Lease which is, for any reason, unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such unenforceability without invalidating the remaining provisions hereof. This Lease and Equipment Schedule shall be binding upon and inure to the benefit of the parties and their permitted successors and assigns. You shall promptly execute and deliver to Us such further documents and take such further action as We may request to more effectively carry out the intent and purpose of this Lease and the Equipment Schedule. Words importing the singular include the plural and vice versa and words importing gender include all genders. If more than one lessee has signed this Lease, each of You agree Your liability is joint and several. Restrictive or similar endorsements contained on or provided in connection with any Payment You make shall not be binding on Us. Time is of the essence under this Lease.

BY SIGNING THIS AGREEMENT AND EACH SCHEDULE: (I) YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THE TERMS AND CONDITIONS ON EACH PAGE OF THIS AGREEMENT AND EACH SCHEDULE (II) YOU AGREE THAT EACH SCHEDULE THAT IS A LEASE IS A NET LEASE THAT, WITH RESPECT TO EACH SCHEDULE, YOU CANNOT TERMINATE OR CANCEL, YOU HAVE AN UNCONDITIONAL OBLIGATION TO MAKE ALL PAYMENTS DUE UNDER EACH SCHEDULE, AND YOU CANNOT WITHHOLD, SET OFF OR REDUCE ANY SUCH PAYMENTS FOR ANY REASON, INCLUDING, WITHOUT LIMITATION, FUNDAMENTAL BREACH, (III) YOU WARRANT THAT THE PERSON SIGNING THIS AGREEMENT AND EACH SCHEDULE FOR YOU HAS THE AUTHORITY TO DO SO, (IV) YOU CONFIRM THAT YOU HAVE DECIDED TO ENTER INTO THIS AGREEMENT AND EACH SCHEDULE THAT IS A LEASE RATHER THAN PURCHASE THE EQUIPMENT FOR THE TOTAL PURCHASE PRICE AND (V) YOU AGREE THAT THIS AGREEMENT AND EACH SCHEDULE WILL BE GOVERNED BY THE LAWS OF THE STATE OF IOWA AND YOU CONSENT TO THE JURISDICTION OF THE FEDERAL AND STATE COURTS WITHIN POLK COUNTY, IOWA AND EXPRESSLY WAIVE ANY RIGHTS TO A TRIAL BY JURY.

IN WITNESS WHEREOF, the parties have executed this Lease effective as of the date set forth on the first page of this Lease.

<b>LESSEE SIGNATURE</b>	VIERA EAST COMMUNITY DEVELOPMENT Lessee	<b>LESSOR SIGNATURE</b>	DLL Finance LLC, At: 8001 Birchwood Court, Johnston, IA 50131
	Authorized Signature		Authorized Signature

	Print Name	Title	Date		Print Name & Title	Date
--	------------	-------	------	--	--------------------	------

**Equipment Schedule**

New or Used	Make and Model of Equipment	Serial Number	Minimum Equipment Insurance Amount Required	Hours at delivery	Hours during Lease Term	Rate per Excess Hour
\$7.00/HR	TORO GR3320 RIDING GREEN MWR (QTY 2)		\$271,699.35	N/A	3600.00	
\$7.00/HR	TORO GR3150Q RIDING GREENS MWR (QTY 2)			N/A	3600.00	
\$3.00/HR	TORO GM4500D ROUGH MOWER (QTY 2)			N/A	3600.00	

Note: Although the Equipment listed above may be described as "New", that description does not mean it was necessarily manufactured in the current year.

I have reviewed and acknowledge and agree that the Equipment description above is accurate and complete.

<b>LESSEE SIGNATURE</b>	VIERA EAST COMMUNITY DEVELOPMENT DISTRICT
	Lessee 
	Authorized Signature 
	Print Name Title Date 

**Delivery and Acceptance Certificate**

New/ Used	Make and Model of Equipment	Serial Number	Minimum Equipment Insurance Amount Required	Hours at delivery	Hours during Lease Term	Rate per Excess Hour
	TORO GR3320 RIDING GREEN MWR (QTY 2)		\$271,699.35	N/A	3600.00	\$7.00/HR
	TORO GR3150Q RIDING GREENS MWR (QTY 2)			N/A	3600.00	\$7.00/HR
	TORO GM4500D ROUGH MOWER (QTY 2)			N/A	3600.00	\$3.00/HR

The undersigned hereby certifies that Lessee has leased all items described in (the "Equipment") pursuant to the Lease Agreement between DLL Finance LLC ("Lessor") and the Lessee identified below and in the Lease Agreement No. Q093431 (the "Lease") and further certifies that:

- (i) the Equipment has been delivered to and has been received by Lessee;
- (ii) all installation or other work necessary prior to the use thereof has been completed;
- (iii) all Equipment has been examined by Lessee, is in good operating order and condition, and is in all respects satisfactory to Lessee;
- (iv) the Equipment is accepted by Lessee for all purposes under the Lease Agreement and the Lease.

<b>LESSEE SIGNATURE</b>	VIERA EAST COMMUNITY DEVELOPMENT DISTRICT		
	Lessee		
	Authorized Signature		
	Print Name	Title	Date



**Master Maintenance Agreement (Golf Cars - Municipal)**

Lease Agreement Number:	Q093431	Lessor: DLL Finance LLC
Lessee:	VIERA EAST COMMUNITY DEVELOPMENT DISTRICT	
Date:	9/28/2016	

This Master Maintenance Agreement (the "Agreement") relates to all Equipment, as defined in the Lease Agreement identified above between the Lessee and Lessor identified above (the "Lease"). All capitalized terms shall have the meanings ascribed to them in the Lease. Lessee agrees as follows with respect to each item of Equipment which is required to be returned:

1. **RETURN OF EQUIPMENT.** Notwithstanding anything to the contrary contained in the Lease and in addition to the terms and conditions contained therein and herein, Lessee shall, at Lessee's sole cost and expense, return all, but not less than all, of the Equipment described the Lease to Lessor, or its designee immediately upon the expiration of the Term of the Lease pursuant to the terms and conditions contained in the Lease and with respect to each item of Equipment, as applicable, the following must be true:

- (A) All safety equipment must be in place and meet applicable federal, state and other governmental standards.
- (B) All windscreens, covers and guards must be in place with no sheet metal, plastic, or cowling damage.
- (C) All parts, pieces, components and optional equipment must be present, installed and operational. All accessories that accompanied the units and/or were subject to the Lease, including without limitation battery chargers, GPS equipment, diagnostic and tuning equipment shall be returned in proper order. Upon request of Lessor, all maintenance records and manuals related to the Equipment.
- (D) All motors shall operate smoothly without overheating and shall have good bearings and bushings.
- (E) All electronic controls shall operate per manufacturer's specifications. Controls which bypass normal operations shall be repaired at Lessee's expense.
- (F) All electrical systems shall be able to provide electrical output as specified by the manufacturer.
- (G) All batteries shall be in good, safe operating condition with no dead cells or cracked cases. Batteries should hold a charge and provide adequate power to operate the equipment.
- (H) All Equipment shall have serviceable brakes and tires (retaining proper air pressure, and without repair patches) and the wheels shall not be dented and/or bent.
- (I) All oil and grease seals must contain lubrication in the manufacturers designed reservoir.
- (J) All Equipment must have a relatively clean appearance.
- (K) All Equipment shall be free from excessive wear necessitating major component repair or replacement caused by lack of recommended maintenance as detailed in customer operating/maintenance manual furnished with each item of equipment.
- (L) All Equipment shall be free from structural damages and/or bent frames.
- (M) All Equipment attachments, if any, must be in good condition.

2. **RETURN PERFORMANCE.** Each item of Equipment must be able to complete the following tests:

- (A) Operate normally in forward and reverse directions through all the speed ranges or gears.
- (B) Steer normally both right and left in both forward and reverse.
- (C) Have all functions and controls work in normal manner.
- (D) Be able to stop with its service brakes in a safe distance in both forward and reverse.
- (E) Operates without leaking any fluids.
- (F) Perform its designed functions in a satisfactory manner.

Notwithstanding the above, if the total cost of the repairs for all items of Equipment subject to a Lease is less than \$100, Lessor will not bill Lessee.

3. **REPAIRS / REQUIRED PURCHASE.** If, in the Lessor's sole judgment, any item of Equipment is damaged or does not meet the standards set forth above, or if Lessee fails to discharge its obligations set forth above with regard to any item of Equipment, Lessee shall pay to Lessor, immediately upon demand, at Lessor's election, (a) the amount which Lessor determines will be necessary to return the Equipment to its required condition and/or to replace missing, damaged or non-performing items or equipment, or (b) Payments due and to become due under the terms of the Lease, Taxes, fees and charges due and to become due under the terms of the Lease, plus the residual value as indicated in Lessor's books and records associated with such item of Equipment.

4. **MISCELLANEOUS.** Lessee agrees that a copy of this Agreement bearing a signature of Lessee which was transmitted by facsimile or printed from an electronic file shall be admissible in any legal proceeding as evidence of its contents and its execution by the parties in the same manner as an original document.

RECEIVED 10/03/16 10:00 AM	VIERA EAST COMMUNITY DEVELOPMENT DISTRICT Lessee	LESSOR SIGNATURE	Accepted by: DLL Finance LLC, At: 8001 Birchwood Court, Johnston, IA 50131
	_____ Authorized Signature		_____ Authorized Signature
	_____ Print Name      Title      Date		_____ Print Name & Title      Date
	← ←		

**FLORIDA ADDENDUM TO LEASE AGREEMENT  
(GOLF EQUIPMENT – MUNICIPAL ENTITIES)**

This Addendum to that certain Lease Agreement (together with all Exhibits and this Addendum, the "Agreement") dated as of September 28, 2016, between **VIERA EAST COMMUNITY DEVELOPMENT DISTRICT** ("Lessee") and **DLL Finance LLC** (together with its successors and assigns, "Lessor") is incorporated in and is hereby made a part of the Agreement.

Lessor and Lessee hereby agree that capitalized terms used herein and not otherwise defined herein shall have the terms assigned to such terms in the Agreement and that the following changes and additions shall be made to the Agreement:

1. **Section 3** of the Agreement is hereby amended by adding the following sentence at the end of that Section:

Upon return of the Equipment to Lessor, Lessor shall use its best efforts to lease or sell the Equipment upon such terms as Lessor in its reasonable judgment deems prudent. Lessor shall apply the net proceeds of that sale or lease in the following manner: (i) first, to reimburse Lessor for all costs associated with the taking, removing, holding, repairing and leasing or selling of the Equipment; (ii) second, to pay to Lessor an amount equal to the Purchase Price for the Equipment at the time of the termination of this Agreement; (iii) third, to pay to Lessor the amount necessary to satisfy Lessee's remaining obligations under this Agreement; and (iv) fourth, to remit any amounts thereafter remaining to Lessee. No deficiency will be allowed against Lessee.

2. The following **Section 22** is hereby added to the Agreement:

**22. Rental Payments to Constitute a Current Expense of Lessee.** The obligation of Lessee to pay Rental Payments hereunder shall constitute a current expense of Lessee payable from sources other than ad valorem taxes and does not constitute a mandatory payment obligation of Lessee in any fiscal year beyond the then current fiscal year of Lessee. Lessee's obligations hereunder shall not in any way be construed to be a debt of Lessee in contravention of any applicable constitutional or statutory limitation or requirement concerning the creation of indebtedness by Lessee, nor shall anything contained herein constitute a pledge of the ad valorem tax revenues, funds or moneys of Lessee. Lessor and Lessee further understand that the use of the ad valorem taxing power to make Rental Payments cannot be compelled.

4. **Section 11** of the Agreement is hereby amended by adding the following language to the end of that Section:

Lessor and Lessee agree that there is no intention to create under this Agreement a right of Lessor to dispossess Lessee involuntarily of the legal title to or the right of use of the Equipment. Lessor hereby irrevocably waives any right to specific performance of Lessee's covenant to transfer legal title and return of possession of the Equipment to Lessor.

5. **IF LESSEE IS A COUNTY**, Lessee represents and covenants that (a) if the Maximum Lease Term is greater than five years, Rental Payments will be payable from sources other than ad valorem taxes, and (b) Lessee represents and covenants that this Agreement has been, or will be, approved by the Board of County Commissioners of Lessee prior to the Commencement Date.

Except as specifically set forth in this Addendum, all terms and conditions contained in the Agreement remain in full force and effect and are hereby ratified and confirmed.

LESSEE SIGNATURE	VIERA EAST COMMUNITY DEVELOPMENT DISTRICT	
	Legal Name of Lessee	
	Signature	Date
	By Print Name	
	Title	

(LEASE MUST BE SIGNED BY AUTHORIZED OFFICIAL OF LESSEE)

LESSOR SIGNATURE	Name of Lessor	
	DLL Finance LLC	
	Lessor Signature	Date
	By Print Name	
	Title	

Lease Number  
Q093431

**CUSTOMER AGREEMENT TO PROVIDE PHYSICAL DAMAGE INSURANCE**

Date: 9/28/2016

Lessee's Name VIERA EAST COMMUNITY DEVELOPMENT DISTRICT

Address 2300 CLUBHOUSE DRIVE City ROCKLEDGE State FL ZIP 32955

Lease Application # Q093431 with DLL Finance LLC

I have entered into the above Lease agreement under which I am responsible for providing insurance against ALL RISKS of direct physical loss or damage for the actual cash value of the equipment described in the Lease Agreement, subject to common exclusions such as damage caused by corrosion, rust, mechanical or electrical breakdown, etc. The minimum amount of coverage required by DLL Finance LLC ("DLL") is \$ 271,699.35

I will be providing my own physical damage insurance coverage through:

Insurance Agent \_\_\_\_\_ Phone: \_\_\_\_\_

**TO CUSTOMER'S INSURANCE AGENT**

I hereby instruct you to add DLL Finance LLC as a payee through a Lender's Loss Payable Clause which is a clause that provides that any acts of the Lessee will not void the policy as to the Lender:

To my existing policy number \_\_\_\_\_ with \_\_\_\_\_ which now provides the coverage required, or

To a policy which you are authorized to issue in my name which will provide the coverage required.

DLL Finance LLC must be given written notice within 30 days of any cancellation or non-renewal. It is also understood and agreed that a breach of the insuring conditions by the Lessee, or any other person, shall not invalidate the insurance to DLL Finance LLC.

**PLEASE FORWARD A COPY OF THE POLICY, ENDORSEMENT, OR CERTIFICATE EVIDENCING COVERAGE TO DLL FINANCE LLC, P.O. BOX 3000, JOHNSTON, IA 50131-0300. FAX: 515-334-5831 OR CALL 800-863-3660.**

**PLEASE ATTACH A COPY OF THIS NOTICE TO THE PROOF OF INSURANCE.**

**ACKNOWLEDGEMENT OF LESSEE: I acknowledge that copies of this document sent to DLL are for information purposes only. I am responsible for notifying my agent of my obligation to obtain physical damage insurance.**

**I understand I am responsible for insurance coverage for personal liability or property damage caused to others.**

Insurance Agent's Name \_\_\_\_\_  
Street Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Agent's E-Mail Address \_\_\_\_\_  
Agent's Phone Number \_\_\_\_\_ Agent's Fax Number \_\_\_\_\_

Lessee's Signature \_\_\_\_\_



FLORIDA DEPARTMENT OF MANAGEMENT SERVICES

**state purchasing**

We serve those who serve Florida

**The State of Florida**

**Department of Management Services**

**INVITATION TO BID**

**ITB No: 20-21100000-C ✓**

**AGRICULTURE & LAWN EQUIPMENT**

*MIFMP Sourcing3D login.*

## TABLE OF CONTENTS

<b>Section 1</b>	<b>Introduction</b>	<b>5</b>
1.1	Bid	5
1.2	Solicitation Objective	5
1.3	Definitions	5
1.4	Term	5
1.5	Contract Formation	7
1.6	Timeline of Events	7
1.7	Order of Precedence for Solicitation	7
1.8	Procurement Officer	7
1.9	Limitation on Contact with Government Personnel	8
1.10	Special Accommodations	8
1.11	Lobbying Disclosure	8
1.12	ITB Process	8
1.12.1	Question Submission	9
1.12.2	Solicitation Addenda	9
1.12.3	Protest of Terms, Conditions, and Specifications	9
1.12.4	Public Opening	9
1.12.5	Electronic Posting of Notice of Intended Award	10
1.12.6	Protest of Notice of Intended Award	10
1.12.7	Firm Response	10
1.12.8	Modification or Withdrawal of Bid	10
1.12.9	Cost of Response Preparation & Independent Preparation	10
1.12.10	Taxes	10
1.12.11	Disclosure of Bid Contents	10
1.13	Contract Formation	11
<b>Section 2</b>	<b>Instructions to Bidders</b>	<b>12</b>
2.1	General Instructions	12
2.2	Special Instructions	12
2.2.1	MFMP Registration	12
<b>MyFloridaMarketPlace Vendor Registration</b>		<b>12</b>
2.2.2	How to Submit a Bid	12
2.2.3	Sourcing Tips and Training	12
2.2.4	Who May Respond	12
2.2.5	Manufacturer's Name and Approved Equivalents	13
2.2.6	Mandatory Requirements or Conditions	13
2.2.7	Bidder Qualification Questions	14
2.3	Contents of Bid	14
2.3.1	Part 1 – Company Information	15
2.3.2	Part 2 – Relevant Past Performance	15
2.3.3	Part 3 – Price Sheet Submission (Attachment A)	15
2.3.4	Part 4 – Other information	15
2.4	Alternate Responses	16
2.5	Full-Service Repair Facilities	16
2.6	Supporting Documents	16
2.7	Evaluation Criteria	17
2.8	Basis of Award	17
2.9	Preference to Florida Vendors	17
2.10	Tie Bids	18

2.11	Rejection of Bids.....	18
2.12	Minor Irregularities/Right to Reject.....	18
2.13	Redacted Submissions.....	16
2.14	Additional Information.....	19
<b>Section 3</b>	<b>Description of Scope.....</b>	<b>20</b>
3.1	Scope.....	20
3.2	Commodity Specifications and Standards.....	21
3.3	Federal and State Standards.....	21
3.4	Testing.....	22
3.5	Warranty.....	22
3.6	Commodities Recall.....	22
3.7	Commodity Compliance and Compatibility.....	23
3.8	Commodities Title and Registration.....	23
3.9	Transportation and Delivery.....	24
3.10	Acknowledgement of Order (Attachment I).....	25
3.11	Acceptance.....	26
3.12	Installation.....	27
<b>Section 4</b>	<b>Contract Conditions.....</b>	<b>28</b>
4.1	General Contract Requirements.....	28
4.2	Special Contract Requirements.....	28
4.3	Pricing.....	28
4.4	Financial Consequences for Nonperformance.....	28
4.5	Contract Overlap.....	28
4.6	Commodity, Group, and Manufacturer or Brand Name Additions and Deletions.....	28
4.7	Price Adjustment.....	29
4.8	Ceiling Prices.....	30
4.9	Compliance with Laws, Rules, Codes, Ordinances, and Licensing Requirements.....	30
4.10	Insurance Requirements.....	30
4.11	Notice of Legal Actions.....	31
4.12	Records Retention.....	31
4.13	Public Records.....	31
4.13.1	Access to Public Records.....	31
4.13.2	Protection of Trade Secrets or Other Confidential Information.....	31
4.13.3	Retention of Records.....	32
4.14	Annual Appropriations.....	32
4.15	Renewal.....	32
4.16	Cancellation.....	32
4.17	Intellectual Property.....	33
4.18	Gifts.....	33
4.19	Vendor Ombudsman.....	33
4.20	Monitoring by the Department.....	33
4.21	Scrutinized Company List.....	33
4.22	Business Review Meetings.....	33
4.23	E-Verify.....	33
4.24	Subcontracting.....	34
4.25	Performance Qualifications.....	34
4.26	MyFloridaMarketPlace Transaction Fee.....	34
4.27	Contract Reporting.....	35
4.27.1	Contract Quarterly Sales Report (Contract Deliverable).....	35
4.27.2	Savings / Price Reductions (Attachment E).....	35

4.27.3	Transaction Fee Reports .....	35
4.27.4	Diversity Reporting.....	35
4.27.5	Preferred Pricing Affidavit Requirement .....	36
4.28	Contract Termination .....	36
4.29	Force Majeure .....	36
4.30	Additional Provisions .....	37
4.31	Alternate Responses .....	37
<b>Section 5</b>	<b>Attachments .....</b>	<b>38</b>
Attachment A	Price Sheet (section 2.3.3) .....	38
Attachment B	Quarterly Sales Report (section 4.28.1).....	38
Attachment C	State of Florida Drug-Free Workplace Certification (section 2.3.4.3) .....	38
Attachment D	Preferred Pricing Affidavit (section 2.3.4.4).....	38
Attachment E	Savings/Price Reduction Form (section 2.3.4.5).....	38
Attachment F	Vendor Information Form (section 2.3.1) .....	38
Attachment G	Timeline (section 1.6) .....	38
Attachment H	Sample Price Update Form (section 4.7).....	38
Attachment I	Acknowledgement of Order Form (section 3.10).....	38
Attachment J	MSRP Certification (section 2.6).....	38

## **Section 1 Introduction**

### **1.1 Bid**

The State of Florida Department of Management Services, Division of State Purchasing (Department) is issuing this Invitation to Bid (ITB) to replace the current State Term Contract (STC) for the purchase of Agriculture and Lawn Equipment which also included construction and industrial equipment.

The Department intends to solicit for, and enter into contracts with, responsive and responsible Contractors according to the criteria defined herein, for the provision of Commodities and contractual services described within this solicitation under the authority and criteria established by section 287.057, Florida Statutes.

Rule 60A-1.044(1), Florida Administrative Code, defines an STC as "indefinite quantity contracts competitively procured by the Department pursuant to s. 287.057, Florida Statutes, available for use by Eligible Users."

This solicitation shall be administered using the MyFloridaMarketPlace (MFMP) Sourcing Tool. Vendors interested in submitting a response or bid shall comply with all of the terms and conditions described in this ITB. Information about submitting a response or bid can be found in Instructions to Bidders, section 2 of this solicitation.

### **1.2 Solicitation Objective**

The current STC for Agriculture and Lawn Equipment has an estimated average annual spending volume of approximately \$14 million dollars. Estimated spending volume is for informational purposes only and must not be construed as representing actual, guaranteed, or minimum purposes under any new contract. Customers include state agencies and other Eligible Users.

### **1.3 Definitions**

Definitions contained in section 287.012, Florida Statutes, Rule 60A-1.001, Florida Administrative Code, Form PUR 1000 and Form PUR 1001 are incorporated by reference, and apply to this solicitation. These definitions apply in both their singular and plural sense.

#### **1.3.1 Base Equipment**

A Department specified Commodity, which meets the requirements, specifications, terms, and conditions herein.

#### **1.3.2 Bidder**

One who submits a response to this Invitation to Bid (ITB).

#### **1.3.3 Commodity**

A tangible good, which may or may not meet the specifications herein. Commodities under this contract are Agriculture and Lawn Equipment which includes the Base Equipment, associated OEM Options, Accessories and Implements and Replacement Parts classified under twenty-one (21) Groups, listed in section 3.1.

#### **1.3.4 Confidential Information**

Any portion of a bidder's documents, data, or records disclosed relating to its response that the bidder claims is confidential and not subject to disclosure pursuant to Chapter

119, Florida Statutes, the Florida Constitution, or any other authority that is clearly marked "Confidential".

#### **1.3.5 Contract**

The agreement that results from this competitive procurement, if any, between the Department and the Contractor identified as providing the best value to the State. (This definition replaces the definition in the PUR 1000).

#### **1.3.6 Contractor**

The Vendor that has been awarded and contracts to provide Agriculture and Lawn equipment, which meet the requirements, specifications, terms, and conditions herein, to state agencies and other Eligible Users.

#### **1.3.7 Dealer**

A Manufacturer's certified representative authorized by the Manufacturer to market, sell, provide, and service the Commodities and services of the Manufacturer responsive to this solicitation. Dealers may be Contractor owned and controlled, in whole or in part or independently owned and controlled.

#### **1.3.8 Eligible User**

As defined in Rule 60A-1.005, Florida Administrative Code.

#### **1.3.9 Group**

A series of commodities with applicable commodity codes which are described in Attachment A under Price Sheet.

#### **1.3.10 MSRP**

An acronym for the Manufacturer's Suggested Retail Price. It represents the Manufacturer's recommended retail selling price, list price, published price, or other usual and customary price that would be paid by the purchaser for specific commodities or equipment models, and contractual services without benefit of a contract resulting from the solicitation, if awarded.

MSRPs shall be formally published by the manufacturer, publicly listed and available, and verifiable by the Department.

#### **1.3.11 MSRP List**

The Manufacturer's Suggested Retail Price List, a collection of MSRPs and related information broken down by specific commodities or equipment models. In the priority listed below, only the following are acceptable sources of current MSRPs and MSRP Lists for use under the solicitation and resulting Contract, if awarded:

- Manufacturer's Annual U.S. Price Book, and
- Manufacturer's official website.

#### **1.3.12 Manufacturer**

The original producer or provider of Agriculture and Lawn Equipment responsive to this solicitation.

**1.3.13 OEM Option(s), Accessory(ies) & Implement(s), OEM Option(s)**

The Manufacturer's Base Equipment related optional component, feature, or configuration, which meets the requirements, specifications, terms, and conditions herein, and may be installed to, uninstalled from, or provided with or separately from the Base Equipment by the Manufacturer or Dealer, as is specified, ordered, legal, customary, reasonable, and prudent in the industry.

**1.3.14 Sub Group**

A specific series of commodities within a Group which are described in Attachment A under Price Sheet.

**1.3.15 Vendor(s)**

The entity that is in the business of providing a Commodity or service similar to those within the solicitation.

**1.4 Term**

The initial term of the Contract shall be two (2) years with up to two renewal years. The contract may be renewed in whole or in part for a period that shall not exceed the renewal years, at the renewal pricing outlined in section 4.7.

**1.5 Contract Formation**

The Department intends to enter into a contract with the awarded Bidder(s) pursuant to section 2.6 Basis of Award. The Contract shall be composed of the following: This solicitation, General Contract Conditions (PUR 1000), Special Contract Conditions, Description of Scope, Price Sheet (format approved by the Department) submitted by the Contractor after award and additional documentation (as required).

**1.6 Timeline of Events**

The table (Attachment G) contains the Timeline of Events for this solicitation. Bidders should become familiar with the Timeline of Events. The dates and times within the Timeline of Events may be subject to change. It is the responsibility of the Bidder to check for any changes. All changes to the Timeline of Events shall be made through an addenda to the solicitation and noticed on the Vendor Bid System and within the MFMP Sourcing Tool.

**DO NOT RELY ON THE MYFLORIDAMARKETPLACE SOURCING TOOL'S TIME REMAINING CLOCK. THE OFFICIAL SOLICITATION CLOSING TIME AND RESPONSE DEADLINES SHALL BE AS REFLECTED IN THE TIMELINE.** The MyFloridaMarketPlace Sourcing Tool's time remaining clock is not the official submission date and time deadline, it is intended only to approximate the solicitation closing and may require periodic adjustments.

**It is strongly recommended to submit your response as early as possible. You should allow time to receive any requested assistance and to receive verification of your submittal; walking until the last hours of the solicitation could impact the timely submittal of your response.**

**1.7 Order of Precedence for Solicitation**

In the event of conflict, the conflict may be resolved in the following order of priority (highest to lowest):

1. Addenda to Solicitation, if issued
2. Introduction
3. Description of Scope

4. Special Instructions
5. General Instructions
6. Special Contract Requirements
7. General Contract Requirements
8. Attachments

#### 1.8 Procurement Officer

The Procurement Officer is the sole point of contact from the date of release of this ITB until 72 hours after the contract award is made.

Procurement Officer for this ITB is:  
Leslie Gallegos  
Associate Category Manager  
Florida Department of Management Services  
Division of State Purchasing  
4050 Esplanade Way, Suite 360  
Tallahassee, FL 32399-0950  
Phone: (850) 410-2426  
Email: [Leslie.Gallegos@dms.myflorida.com](mailto:Leslie.Gallegos@dms.myflorida.com)

**\*\*\*\*ALL EMAILS TO PROCUREMENT OFFICE SHALL CONTAIN THE SOLICITATION NUMBER IN THE SUBJECT LINE OF THE EMAIL\*\*\*\***

#### 1.9 Limitation on Contact with Government Personnel (section 287.057(23), Florida Statutes)

Bidders to this solicitation or persons acting on their behalf may not contact, between the release of this solicitation and the end of the 72-hour period following the agency posting the Notice of Intended Award, excluding Saturdays, Sundays, and State holidays (section 110.117, Florida Statutes), any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the Procurement Officer or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response.

#### 1.10 Special Accommodations

Any person requiring a special accommodation due to a disability should contact the Department's Americans with Disabilities Act (ADA) Coordinator at (850) 922-7535. Accommodation requests for meetings shall be made at least five workdays prior to the meeting. A person who is hearing or speech impaired can contact the ADA Coordinator by using the Florida Relay Service at (800) 955-8771 (TDD). The telephone numbers are supplied for notice purposes only.

#### 1.11 Lobbying Disclosure

The successful vendor shall comply with applicable federal requirements for the disclosure of information regarding lobbying activities of the successful vendor, subcontractors or any authorized agent. Certification forms shall be filed by the successful vendor and all subcontractors, certifying that no federal funds have been or shall be used in federal lobbying activities and the disclosure forms shall be used by the successful vendor and all subcontractors to disclose lobbying activities. The successful vendor shall comply with the provisions of section 216.347, Florida Statutes, which prohibits the expenditure of contract funds for the purpose of lobbying the Legislature or a state agency.

### **1.12 ITB Process**

The ITB is a method of competitively soliciting a commodity or contractual service pursuant to section 287.057(1) (a), F. S. The Department posts an ITB on the Vendor Bid System (VBS) to initiate the process and also posts the solicitation in the MFMP Sourcing Tool.

Bidders must submit questions in writing to the Procurement Officer via the MFMP Sourcing Tool by the date listed in Attachment G; Timeline of Events. Bids shall be submitted by the deadline listed in the Timeline of Events. The Department shall open the bids in a public meeting. Once the Department has evaluated the bids, the Department shall post a Notice of Intended Award on the VBS.

#### **1.12.1 Question Submission**

The Department shall entertain written questions regarding the solicitation or the procurement process submitted through the MFMP Sourcing Tool for a limited period of time as specified in the Timeline of Events. The purpose of this question period is to promote the bidder's full understanding of the solicitation requirements by providing written binding answers to questions about the solicitation.

In order to submit a question, bidders shall be registered in MFMP Sourcing and have access to the "Messages" tab in the solicitation dashboard. For information about registering with MFMP Sourcing, please see section 2.2; Special Instructions. The Department shall not respond to questions submitted through any other format or medium (telephone calls, emails, letters, etc.).

Questions submitted via the "Messages" tab within the MFMP Sourcing Tool shall be RECEIVED NO LATER THAN the time and date reflected on the Timeline of Events. Questions shall be officially answered via addenda as stated in the Timeline of Events. The Department shall not be bound by any verbal information or by any written information that is not contained within the solicitation documents or formally noticed and issued by the Department's contracting personnel.

#### **1.12.2 Solicitation Addenda**

If the Department finds it necessary to supplement, modify, or interpret any portion of the solicitation package during the solicitation period, a written addenda shall be posted on the VBS and the MFMP Sourcing Tool as Addenda to this solicitation. It is the bidder's responsibility to check VBS and MFMP Sourcing Tool periodically for any information or updates to this solicitation. The Department bears no responsibility for any resulting impacts associated with a prospective bidder's failure to obtain the information made available through the VBS and MFMP Sourcing Tool.

#### **1.12.3 Protest of Terms, Conditions, and Specifications**

With respect to a protest of the terms, conditions, specifications contained in this solicitation, including any provisions governing the methods for scoring or ranking responses, awarding contracts, or modifying or amending any contract, a notice of intent to protest shall be filed in writing within 72 hours after the posting of the solicitation. For purposes of this provision, the term "the ITB" includes this solicitation document, any addenda, response to written questions, clarification or other document concerning the terms, conditions, and specifications of the solicitation.

#### 1.12.4 Public Opening

In accordance with PUR 1001, responses shall be opened on the date and at the location indicated on the Timeline of Events (Attachment G). Bidders should, but are not required to, attend. The Department may choose not to announce prices or release other materials pursuant to s. 119.071(1) (b), Florida Statutes.

#### 1.12.5 Electronic Posting of Notice of Intended Award

Based on the evaluation, on the date indicated in the Timeline of Events the Department shall electronically post a Notice of Intended Award on the VBS and the MFMP Sourcing website for review by interested parties at the time and location specified in the Timeline of Events. The Notice of Intended Award shall remain posted for a period of seventy-two (72) hours, not including weekends or State observed holidays. If the notice of award is delayed, in lieu of posting the notice of intended award the Department may post a notice of the delay and a revised date for posting the notice of intended award.

#### 1.12.6 Protest of Notice of Intended Award

Any Bidder desiring to protest the Notice of Intended to Award shall file any notice of protest and any subsequent formal written protest with Agency Clerk, Department for Management Services, 4050 Esplanade Way, Tallahassee, FL 32399, within the time prescribed in section 120.57(3) Florida Statutes and Chapter 28-110, Florida Administrative Code. Please copy the Procurement Officer on such filings. Failure to file a notice of protest and a formal protest within the time prescribed in section 120.57(3), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

#### 1.12.7 Firm Response

The Department should make an award within sixty (60) days after the date of the opening, during which period responses shall remain firm and shall not be withdrawn. If award is not made within sixty (60) days, the response shall remain firm until either the Department awards the Contract or the Department receives from the bidder written notice that the response is withdrawn. Any response that expresses a shorter duration should, in the Department's sole discretion, be accepted or rejected.

#### 1.12.8 Modification or Withdrawal of Bid

Bidders are responsible for the content and accuracy of their bid. Bidders should modify or withdraw their bid at any time prior to the bid due date in accordance with the Timeline of Events. For instructions on how to modify or withdraw bids refer to the link: [MFMP Vendor Toolkit](#) or for technical assistance please select this link: [MFMP Vendor Help](#) or call (866) 352-3776.

#### 1.12.9 Cost of Response Preparation & Independent Preparation

The costs related to the development and submission of a response to this ITB is the full responsibility of the bidder and is not chargeable to the Department. A Bidder shall not, directly or indirectly, collude, consult, communicate or agree with any other Vendor or Bidder as to any matter related to the response each is submitting. Additionally, a Bidder shall not induce any other Bidder to modify, withdraw, submit or not submit a response.

#### 1.12.10 Taxes

The State does not pay Federal excise or sales taxes on purchases of equipment. The State shall not pay for any personal property taxes levied on the Contractor or for any

taxes levied on employees' wages. Any exceptions to this paragraph shall be explicitly noted by the Department in the Contract.

**1.12.11 Disclosure of Bid Contents**

Pursuant to the Public Records Act, all documentation provided to the Department as part of the ITB shall become the property of the Department and shall not be returned to the Bidder unless it is withdrawn prior to the response opening.

**1.13 Contract Formation**

The Department shall issue a notice of award, if any, to successful Bidder(s), however, no Contract shall be formed between Bidder and the Department until the Department signs the Contract. The Department shall not be liable for any costs incurred by a Bidder in preparing or producing its response or for any work performed before the Contract is effective.

The Department intends to enter into a contract with the awarded Bidder(s) pursuant to section 2.8; Basis of Award. No additional documents submitted by a Bidder should be incorporated in the contract unless it is specifically identified and incorporated by reference in the attached contract document.

**Balance of page intentionally left blank**

## Section 2 Instructions to Bidders

This section contains instructions to Bidders on how to submit a Bid. The instructions come in two parts; General Instructions and Special Instructions.

### 2.1 General Instructions

The PUR 1001, The General Instructions to Bidders, is incorporated by reference and provided via the link below:

<http://www.dms.myflorida.com/content/download/2934/11780/1001.pdf>

In the event any conflict exists between the Special Instructions and General Instructions to Bidders, the Special Instructions shall prevail.

### 2.2 Special Instructions

#### 2.2.1 MFMP Registration

In order to bid, Bidders shall have a current Vendor registration and be active for "Sourcing Events" within the link: [MFMP Vendor Information Portal Website](#).

#### MyFloridaMarketPlace Vendor Registration

Each Bidder doing business with the State of Florida for the sale of commodities or contractual services as defined in section 287.012, Florida Statutes, shall register in MyFloridaMarketPlace, in compliance with Rule 60A-1.030, Florida Administrative Code, unless exempt under Rule 60A-1.030(3) Florida Administrative Code.

#### 2.2.2 How to Submit a Bid

Submit responses to this solicitation via the MyFloridaMarketPlace Sourcing Tool by selecting this link: [MFMP Sourcing 3.0 Login](#). Bidders shall have a current Vendor registration and be active for "Sourcing Events" within the link [MFMP Vendor Information Portal](#). Download the MFMP Participation Instructions to Bidder, for detailed instructions on how to participate within the MFMP Sourcing Tool 3.0.

Include all appropriate pricing, discounts, documents, forms, files, question responses, and information responses located within the MFMP Sourcing Tool for the solicitation in Bids. All required or requested pricing, discounts, documents, forms, files, question responses, and information responses are to be entered electronically in the MFMP Sourcing Tool during this solicitation as indicated.

#### 2.2.3 Sourcing Tips and Training

After logging into MFMP Sourcing 3.0, "My Events" lists all events the Bidder already chose to "Join" (i.e., you intend to submit a formal response). "Public Events" lists those events associated with the Bidder's registered UNSPSC listed in their Bidder Information Portal (VIP) accounts, but the Bidders have not yet "Joined." Joining an event moves the event from "Public Events" to "My Events," allows the Bidder to submit questions about the event (solicitation), and alerts Bidders to any associated updates (e.g., addenda, event edits, etc.).

To respond to a solicitation, bidders shall review and accept the electronic agreement on the "Review and Accept Agreement" page. Click the radio button next to, "I accept the

terms of this agreement.”

When responding, save work frequently – at intervals less than 20 minutes. Sourcing 3.0 automatically times out after 20 minutes of inactivity. Any unsaved information may be lost when the system times out. Clicking the “Save” button within Sourcing 3.0 only saves your solicitation responses.

To transmit responses to the State, Bidders shall click “Submit Entire Response.” After clicking the “Submit Entire Response” button, Bidders are responsible to verify and validate any submitted response in Sourcing 3.0 to ensure their responses are accurate and complete prior to the bid closing time.

Bidders should allow sufficient time, prior to the Solicitation event period closing, to address any errors and resubmit revised responses.

To validate responses, please do the following before the Solicitation period ends:

Click the “Response History” link to confirm that your “submitted” response is visible, and therefore, formally submitted.

Confirm that a status of “Accepted” displays next to your submitted response.

Click on the Reference number of your submitted bid response to review the submission.

Please check the following:

- Text boxes – Is your entire answer viewable?
- Yes/No questions – Are the displayed answers correct?

For technical assistance, contact the MFMP Customer Service Desk (CSD) at (866) 352-3776 or by email at [VendorHelp@MyFloridaMarketPlace.com](mailto:VendorHelp@MyFloridaMarketPlace.com). For additional information regarding Vendor online training or to view MFMP Sourcing training documents select the hyperlink, [MFMP Vendor Toolkit](#)

#### 2.2.4 Who May Respond

Any equipment Manufacturer or Dealer may respond. Eligible bidders must satisfy the requirements, specifications, terms and conditions of the solicitation, and demonstrate their capability to perform a statewide contract in the State of Florida including service locations statewide.

NOTE: Pursuant to section 607.1501, Florida Statutes, out-of-state corporations where required, must obtain a Florida Certificate of Authorization pursuant to section 607.1503, Florida Statutes, from the Florida Department of State, Division of Corporations, to transact business in the State of Florida. The Respondent out-of-state corporations agree to attain such authorization within seven business days of notice of award, should the Respondent be awarded. Website: [www.sunbiz.org](http://www.sunbiz.org)

#### 2.2.5 Manufacturer’s Name and Approved Equivalents

Unless otherwise specified, any manufacturers’ names, trade names, brand names, information or catalog numbers listed in a specification are descriptive, not restrictive. With the Buyer’s prior approval, the Contractor must provide any equipment that meets or

exceeds the applicable specifications. The Contractor shall demonstrate comparability, including appropriate catalog materials, literature, specifications, test data, etc. The Buyer shall determine in its sole discretion whether equipment is acceptable as an equivalent.

#### **2.2.6 Mandatory Requirements or Conditions**

The State has established certain requirements with respect to responses submitted to competitive solicitations. The use of "shall", "must", or "will" (except to indicate futurity) in this solicitation, indicates a requirement or condition that may be mandatory. A deviation from a mandatory requirement or condition is material if, in the State's sole discretion, the deficient response is not in substantial accord with the solicitation requirements, provides an advantage to one bidder over another, or has a potentially significant effect on the quality of the response or on the cost to the State. The words "should" or "may" in this solicitation indicate desirable attributes or conditions, but are permissive in nature.

#### **2.2.7 Bidder Qualification Questions**

Bidders must submit a Yes/No response to the following Qualification Questions within the MFMP Sourcing Tool. Bidders are to meet and respond to the qualifications identified in the following Qualification Questions in order to be considered responsive. The Department may not evaluate bids from Bidders who answer "No" to any of the Qualification Questions.

**2.2.7.1** Does the Bidder certify that the person submitting the bid is authorized to respond to this ITB on Bidder's behalf?

**2.2.7.2** Does the Bidder certify that it is not a Convicted Vendor as defined in section 7 of the PUR 1001?

**2.2.7.3** Does the Bidder certify that it is not a Discriminatory Vendor as defined in section 8 of the PUR 1001?

**2.2.7.4** Does the Bidder certify compliance with section 9 of the PUR 1001?

**2.2.7.5** Does the Bidder certify that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List?

**2.2.7.6** Does the Bidder certify that it shall, if awarded, submit to the Department, at least annually, the completed signed Preferred Pricing Affidavit as required in section 4.27.5 of this solicitation?

**2.2.7.7** Does the Bidder certify that it shall, if awarded, submit quarterly to the Department a Contract Sales report, as required in section 4.27.1 of this solicitation?

**2.2.7.8** Does the Bidder certify that they have carefully and thoroughly reviewed their bids or prices on the Price Sheet (Attachment A) for accuracy and completeness?

**2.2.7.9** Does the Bidder certify that they have read and understand the requirements stated in section 2.6 Supporting Documents?

**2.2.7.10** Does the Bidder certify that they shall, if awarded, have at least one full service repair facility as required in section 2.5 of this solicitation?

**2.2.7.11** Does the Bidder certify that they have submitted the MSRP Certification (Attachment J) from each Manufacturer as required in section 2.3.4.6?

### **2.3 Contents of Bid**

Organize Bids in parts as directed below. Submit all the information requested in each part below through the MFMP Sourcing Tool. Failure to submit all of the requested information in sections 2.3.1 through 2.3.4 (Part 1 through Part 4) below, in the format required under this ITB may result in a determination of Bidder non-responsiveness. Label each response with the appropriate section number (and part number) below:

#### **2.3.1 Part 1 - Company Information**

Complete the Vendor Information Form (Attachment F) to include all of the below:

**2.3.1.1** Company name and address.

**2.3.1.2** Name, title, phone number and email of person within the company responsible for administering the contract.

**2.3.1.3** Federal ID Number

**2.3.1.4** Internet website address

#### **2.3.2 Part 2- Relevant Past Performance**

Provide a synopsis of the five most recent large volume equipment contracts (which are similar to this ITB) in which your organization provided equipment. Include the following information:

**2.3.2.1** Contract number;

**2.3.2.2** Term of the contract;

**2.3.2.3** The name and telephone number of the customer's contact person;

**2.3.2.4** Number of items sold by your organization under the contract;

**2.3.2.5** Average number of your organization's personnel assigned to contract; and

**2.3.2.6** The final overall sales received by your organization under the contract.

#### **2.3.3 Part 3 - Price Sheet Submission (Attachment A)**

Download the Price Sheet (Attachment A-Price Sheet), complete and upload it within the MFMP Sourcing Tool, per section 2.2.2 of the solicitation. Bidders are not required to bid on all Groups or all Manufacturers or Brand Names within a Group (including Sun Groups).

### 2.3.4 Part 4 – Other information ✓

#### 2.3.4.1 Current Department of State Registration Form

Submit a current copy of the Bidder's registration with the Florida Department of State, which authorizes the company to do business in the State of Florida ([www.sunbiz.org](http://www.sunbiz.org)). See section 2.2.4.

#### 2.3.4.2 Out-of State Preference Letter from Attorney (if applicable)

Any Bidder who states that its "principal place of business" is outside of this state shall submit with its bid a written opinion of an attorney at law, licensed to practice law in that foreign state, that contains information explaining the preferences, any or none, granted by the law of that state to its own business entities whose principal place(s) of business are in that foreign state in the letting of any or all public contracts. For the purpose of this ITB, "principal place of business" means the state in which the Bidder's high level officers direct, control, and coordinate the Bidder's activities.

#### 2.3.4.3 Certification of Drug-Free Workplace (Attachment C)

Bidder must download and complete the Certification of Drug-Free Workplace found in section 5 (Attachment C).

#### 2.3.4.4 Preferred Pricing Affidavit (Attachment D)

Bidders must download and complete the Preferred Pricing Affidavit found in section 5 (Attachment D).

#### 2.3.4.5 Savings/Price Reduction (Attachment E)

The Bidder is required to furnish the percent (%) savings in prices offered compared to retail, list, published or other usual or customary prices that would be paid by the purchaser without the benefit of a contract resulting from this bid. Attachment E (PUR 7064), Savings/Price Reductions is provided to facilitate the Bidders response to this requirement. The Bidder is required to submit this form with its bid, and at the time of any renewals or extensions. Savings/Price Reduction Form found in section 5 (Attachment E).

#### 2.3.4.6 MSRP Certification (Attachment J)

Bidder must download and complete the MSRP Certification (Attachment J) found in section 5.

#### 2.3.4.7 MSRP Lists

Bidder must submit the MSRP List(s) consistent with section 2.6 Supporting Documents and Certification (Attachment J).

### 2.4 Alternate Responses

Bidder may not submit more than one bid for each listed Manufacturer or Brand Name per Group (including Sub Groups). The Department seeks each Bidder's single-best response by Manufacturer or Brand Name per Group.

### 2.5 Full-Service Repair Facilities

The Contractor agrees to maintain at least one factory-authorized service station or servicing dealer within the State of Florida to perform warranty repairs and adjustments throughout the

contract term. Contractors must complete the Vendor Information form (Attachment F) included in the Forms Section of this ITB, and must maintain that document throughout the contract term. The Contractor shall promptly notify the Department of any changes thereto. The Contractor shall be responsible for all service performed, regardless of whether the Contractor or their approved dealer actually performed the service.

The Contractor may offer eligible Customers "after warranty" service agreements for the maintenance and repair of goods after the initial warranty expires. The Contractor shall list this additional service as a separate item on the invoice.

## 2.6 Supporting Documents

Bidder shall submit the following Supporting Documents with their Bid, as noted:

**MSRP List:** With the bid, Bidder shall provide one (1) applicable, current, complete, and separate MSRP List (as defined under section 1.3.11) for each Group (including Sub Groups) and Manufacturer or Brand Name bid under Attachment A, Price Sheet. Therefore, multiple MSRP Lists may be required (e.g., by Group and Manufacturer or Brand Name).

The MSRP List shall include the Manufacturer's Model Number, Manufacturer's Item Description, and MSRP for each of the Manufacturer or Brand Name and Group's applicable Base Equipment; OEM Options, Accessories, & Implements; and OEM & Replacement Parts offered. The MSRP List shall include the applicable Group, Manufacturer or Brand Name, MSRP List Name, Percent Discount and MSRP List Date on the cover or first page.

Bidder shall complete MSRP Certification (Attachment J) from each Manufacturer. Bidder shall not alter, adjust, or modify a Manufacturer's MSRP when submitting Supporting Documents. MSRPs shall be formally published by the Manufacturer, publicly listed and available, and verifiable by the Department. The Department shall be the final arbitrator of MSRPs should the pricing differ from the published MSRPs.

The Supporting Documents shall be uploaded to the Department per section 2.2.2 of the solicitation. **Failure to provide accurate and compliant Supporting Documents with the Response may result in the Bidder being deemed non-responsive.**

## 2.7 Evaluation Criteria

The Department shall evaluate eligible responsive bids. Responses that do not meet all requirements of the solicitation or fail to provide all required information, documents, or materials may be rejected as non-responsive. Bidders whose Responses, past performance, or current status do not reflect the capability, integrity, or reliability to fully and in good faith perform the requirements of a Contract may be rejected as non-responsive. The Department reserves the right to determine which Responses meets the requirements, specifications, terms, and conditions of the solicitation, and which Bidders are responsive and responsible.

## 2.8 Basis of Award

Awards shall be made to one (1) responsive, responsible Bidder that offers the highest Base Equipment MSRP discount per Manufacturer or Brand Name in each Group line number.

The Department reserves the right to award to a single contractor or award to multiple contractors by Manufacturer or Brand Name, within each Group line number or any other Sub Group if deemed to be in the best interest of the State.

Bidders are not required to bid every Group (including Sub Groups) or every Manufacturer or Brand Name within a Group. If the Bidder wishes to be considered for an award, they must submit a bid for the Base Equipment MSRP discount for a Manufacturer or Brand Name within a Group (including Sub Groups) and the MSRP discounts for the OEM Options, Accessories, & Implements and associated OEM & Replacement Parts for the Manufacturer or Brand Name bid. However, awards for each Manufacturer or Brand Name within a Group shall be based upon the greatest Base Equipment MSRP discount bid by a responsive and responsible Bidder.

#### **2.9 Preference to Florida Vendors**

If the lowest bid is submitted by a Bidder whose principal place of business is located outside the State of Florida, preference shall be applied consistent with section 287.084, Florida Statutes.

#### **2.10 Tie Bids**

In the event that the Department's evaluation results in identical evaluations of replies for the lowest Group price or three bidders with the lowest Group price, the Department shall select Bidder(s) based on the criteria identified in Rule 60A-1.011, Florida Administrative Code.

#### **2.11 Rejection of Bids**

The Department shall review bidder responses using the criteria listed in section 2.2.7 Bidder Qualification Questions to determine responsiveness. Bids that do not meet all requirements, specifications, terms, and conditions of the solicitation or fail to provide all required information, documents, or materials may be rejected as non-responsive. Bidders whose bids, past performance, or current status do not reflect the capability, integrity, or reliability to fully and in good faith perform the requirements of a contract may be rejected as not responsible. The Department reserves the right to determine which bids meet the requirements of this solicitation, and which bidders are responsive and responsible.

#### **2.12 Minor Irregularities/Right to Reject**

The Department reserves the right to accept or reject any and all bids, or separable portions thereof, and to waive any minor irregularity, technicality, or omission if the Department determines that doing so shall serve the State's best interests. The Department may reject any response not submitted in the manner specified by the solicitation documents.

#### **2.13 Redacted Submissions**

The following section supplements section 19 of the PUR 1001. If Bidder considers any portion of the documents, data or records submitted in response to this solicitation to be confidential, proprietary, trade secret or otherwise not subject to disclosure pursuant to Chapter 119, Florida Statutes, the Florida Constitution or other authority, Bidder shall mark the document as "Confidential" and simultaneously provide the Department with a separate redacted copy of its response and briefly describe in writing the grounds for claiming exemption from the public records law, including the specific statutory citation for such exemption. This redacted copy shall contain the Department's solicitation name, number, and the Bidder's name on the cover, and shall be clearly titled "Redacted Copy." The Redacted Copy should only redact those portions of material that the Bidder claims is confidential, proprietary, trade secret or otherwise not subject to disclosure.

In the event of a request for public records pursuant to Chapter 119, Florida Statutes, the Florida Constitution or other authority, to which documents that are marked as confidential are responsive,

the Department shall provide the Redacted Copy to the requestor. If a requestor asserts a right to the Confidential Information, the Department shall notify the Bidder such an assertion has been made. It is the Bidder's responsibility to assert that the information in question is exempt from disclosure under Chapter 119, Florida Statutes, or other applicable law. If the Department becomes subject to a demand for discovery or disclosure of the Confidential Information of the Bidder in a legal proceeding, the Department shall give the Bidder prompt notice of the demand prior to releasing the information (unless otherwise prohibited by applicable law). The Bidder shall be responsible for defending its determination that the redacted portions of its response are confidential, proprietary, trade secret, or otherwise not subject to disclosure.

By submitting a bid, the Bidder agrees to protect, defend, and indemnify the Department for any and all claims arising from or relating to the Bidder's determination that the redacted portions of its reply are confidential, proprietary, trade secret, or otherwise not subject to disclosure. If Bidder fails to submit a redacted copy of information it claims is confidential, the Department is authorized to produce the entire documents, data, or records submitted to the Department in answer to a public records request for these records.

#### 2.14 Additional Information

By submitting a bid, Bidder certifies that it agrees to and satisfies all criteria specified in the ITB. The Department may request, and Bidder shall provide, supporting information or documentation. Failure to supply supporting information or documentation as required and requested shall result in disqualification of the bid.

**Balance of page intentionally left blank**

## Section 3 Description of Scope

### 3.1 Scope

The Agriculture and Lawn Equipment Commodities (including the Base Equipment; associated OEM Options, Accessories, & Implements; and associated OEM & Replacement Parts) offered under the Contract shall be classified under twenty-one (21) Groups, which are listed and described as follows:

Group	UNSPSC Code(s)	Group Description
Group 1	25101900	All Terrain Vehicles (ATV)
Group 2	25101900	Utility Vehicles (UTV)
Group 3	21100000	Mower: Walk-behind Lawn, Non-Commercial Type
Group 4	21100000	Mower: Walk-behind Lawn, Commercial Type
Group 5	21100000	Mower: Stand-On, Commercial Type
Group 6	21100000	Mower: Lawn & Garden Tractor (Riding)
Group 7	21100000	Mower: Front / Rear wheel Steering (Riding) Type
Group 8	21100000	Mower: Commercial Zero-Turn Radius (Riding) Type
Group 9	21100000	Mower: Wide-Area, Commercial
Group 10	27112000, 25111934, 27112712	Lawn Equipment - Handheld, Walk-behind, Backpack
Group 11	21000000	Utility Tractors: Under 40 HP
Group 12	21000000	Utility Tractors: Greater than or equal to 40 HP but less than 145 HP
Group 13	21000000	Row-Crop Tractors: Greater than 140 HP but less than 370 HP
Group 14	21000000	Agricultural/Specialty Tractors: includes hi-crop, low profile and narrow do not qualify for other groups
Group 15	23231800, 21100000	Large Lawn, Agricultural, and Small Forestry Equipment. Compatible with tractors, stand alone, and vehicles.
Group 16	25101900	Golf Carts and Golf Specialty Vehicles
Group 17	21100000	Golf and Turf Mowers
Group 18	49211600	Golf and Turf Misc. Other
Group 19	70150000, 70151700	Commercial / Production Forestry Equipment
Group 20	25181700	Flat/Utility Axle Trailers
Group 21	25181700	Specialty Trailers

The Contract is intended to cover only those Agriculture and Lawn Commodities generally used by the State of Florida as listed and described herein, and does not include all varieties of equipment that are commercially available. The Department in its sole discretion shall determine the eligibility and acceptability of all Commodities available and included under the Contract. The Contractor shall be responsible for removing all non-eligible and unacceptable Commodities under the Contract from the Contractors MSRP list.

**Delivery of non-conforming Commodities and contractual services, which are not remedied as required herein, may be cause for default proceedings and / or Contract termination.**

### **3.2 Commodity Specifications and Standards**

The Commodity Specifications and Standards are based on the known needs of Eligible Users and best information available to the Department at the time the Commodity Specifications and Standards were created.

The following specifications and standards form a part of the overall Technical Specifications except as modified or noted herein.

All Commodities, including all Base Equipment; OEM Options, Accessories, & Implements; OEM & Replacement Parts; and their respective features, equipment, and components, shall individually and jointly comply with the following:

1. All Commodities shall be designed, constructed, equipped, assembled (except as specified in section 3.9, Transportation and Delivery), and installed (OEM & Replacement Parts do not include installation) to be fully suitable for their intended use, purpose, and service;
2. All Commodities shall be new and unused (except as specified in section 3.9, Transportation and Delivery), for the current Manufacturer's model year or later, of current or recent production, and of the latest design and construction;
3. All Commodities shall be bio-diesel (B-20), compressed natural gas ("CNG"), diesel, electric, gasoline (E-10 to E-85), liquefied petroleum gas ("LPG"), natural gas, or propane powered;
4. All Commodities shall include all OEM standard features, equipment, and components, Manufacturer or Dealer installed according to the Manufacturer's standard procedures, requirements, and specifications;
5. All Commodities shall be free of damage and / or rust which may affect appearance or serviceability;
6. All Commodities shall comply with current legal, customary, reasonable, and prudent standards of professionalism and care in the industry;
7. All Commodities shall comply with current mandatory and applicable federal and State of Florida motor vehicle, mobile equipment, legal, safety, and environmental standards and requirements; and
8. All Commodities shall meet the requirements, specifications, terms, and conditions herein.

No Contractor's or Dealer's advertising or identification (name, logos, etc.) is permitted on the Commodities, including all Base Equipment; OEM Options, Accessories, & Implements; OEM & Replacement Parts; and their components. Commodity Manufacturer's advertising or identification (name, model, logos, etc.) shall be permitted on the respective Commodities if such advertising or identification is a Manufacturer's standard on the specific Commodity. The Department in its sole discretion shall determine what is Contractor's or Dealer's advertising or identification, what is Commodity Manufacturer's advertising or identification, and what advertising or identification is acceptable. The Contractor shall be responsible for removing, without damage, all unacceptable advertising or identification.

**Delivery of non-conforming Commodities and contractual services, which are not remedied as required herein, may be cause for default proceedings and / or Contract termination.**

### **3.3 Federal and State Standards**

It is the intent of the Department that all specifications herein are in full and complete compliance with all federal and State of Florida laws, requirements, and regulations applicable to the type and class of Commodities and contractual services being provided. This includes, but is not limited to,

Federal Motor Vehicle Safety Standards ("FMVSS"), Occupational Safety and Health Administration ("OSHA"), Environmental Protection Agency ("EPA") Standards, and State of Florida laws, requirements, and regulations that apply to the type and class of Commodities and contractual services being provided. In addition, any applicable federal or State legislation that should become effective during the term of the Contract, regarding the Commodities and contractual services' specifications, safety, and environmental requirements shall immediately become a part of the Contract. The Contractor shall meet or exceed any such requirements of the laws and regulations. If an apparent conflict exists, the Contractor and Dealer shall contact the Contract Manager immediately.

Delivery of non-conforming Commodities and contractual services, which are not remedied as required herein, may be cause for default proceedings and / or Contract termination.

#### 3.4 Testing

Samples of delivered Commodities and contractual services may be selected at random by the Department or Eligible User and tested for compliance with the requirements, specifications, terms, and conditions.

Delivery of non-conforming Commodities and contractual services, which are not remedied as required herein, may be cause for default proceedings and / or Contract termination.

#### 3.5 Warranty

The Manufacturer's standard warranty shall cover all Commodities and contractual services of the Contract. The Manufacturer's standard warranty is required to provide coverage against defective material, workmanship, and failure to perform in accordance with the specifications and required performance criteria. The Manufacturer's standard warranty coverage shall be identical to or exceed the most inclusive of those normally provided for the Commodities and contractual services specified herein that are sold to any state or local governments. The Manufacturer's standard warranty shall have a minimum term of one (1) year from the date of Acceptance, section 3.11, and shall begin only at the time of Acceptance by the Eligible User.

Should the Manufacturer's standard warranty conflict with any requirements, specifications, terms, or conditions of the Contract, the Contract requirements, specifications, terms and conditions shall prevail. The Manufacturer's standard warranty terms and conditions are not part of the Contract requirements, specifications, terms, and conditions.

Delivery of non-conforming Commodities and contractual services, which are not remedied as required herein, may be cause for default proceedings and / or Contract termination.

#### 3.6 Commodities Recall

In the event there is a recall of any of the Commodities, any of its components or any parts incorporating the equipment ("Recalled Equipment"), the contractor shall provide reasonable assistance to the Department in developing a recall strategy and shall cooperate with the Department and the Buyers in monitoring the recall operation and in preparing such reports as may be required. Each Contractor shall, at the request of the Department or any Buyer give the Department and each Buyer all reasonable assistance in locating and recovering any equipment or Recalled Equipment that are not in accordance with the requirements of the Contract. Each Contractor shall immediately notify and provide copies to the Department of any communications, whether relating to recalls or otherwise, with any Buyer. The Contractor, at its own cost, shall

ensure defective Recalled Equipment are rectified, replaced or destroyed in compliance with all applicable laws, rules or regulations and the Department's reasonable instructions.

### **3.7 Commodity Compliance and Compatibility**

It is the Contractor's responsibility to insure that the Commodity supplied are compliant with the Contract requirements, specifications, terms, and conditions. Additionally, the Contractor shall insure that the Commodity ordered by the Eligible User are fully compatible with each other and with any associated pre-existing Commodity possessed by the Eligible User and disclosed to the Contractor by the Eligible User. The Contractor's acceptance of the Eligible User's Purchase Order shall indicate that the Contractor agrees to deliver Commodity that shall be fully compliant and compatible with the Purchase Order requirements, specifications, terms, and conditions.

In the event any ordered Base Equipment; OEM Options, Accessories, & Implements; OEM & Replacement Parts; and their respective features, equipment, and components are found by the Eligible User to be missing, incorrect, defective, damaged, non-compatible, or non-compliant, the Contractor shall, at the Eligible User's discretion, be required to do one of the following:

- Install or repair the Base Equipment; OEM Options, Accessories, & Implements; OEM & Replacement Parts; and their respective features, equipment, and components;
- Replace the Base Equipment; OEM Options, Accessories, & Implements; OEM & Replacement Parts; and their respective features, equipment, and components; or
- Refund the purchase price of the applicable Base Equipment; OEM Options, Accessories, & Implements; and OEM & Replacement Parts to the Eligible User.

Any changes necessary after the delivery of the Commodity / Commodities that are required to bring a Commodity / Commodities into compliance and / or compatibility due to an incorrect order fulfillment by the Contractor may be accomplished at the Contractor's expense.

Delivery of non-conforming Commodities and contractual services, which are not remedied as required herein, may be cause for default proceedings and / or Contract termination.

### **3.8 Commodities Title and Registration**

Applicable awarded Commodities delivered under the Contract shall be titled and registered by the Contractor in accordance with Chapters 319 and 320 of the Florida Statutes. The Contractor shall send any necessary form(s) that shall be signed by an authorized representative of the Eligible User with the awarded Commodity upon delivery, and the Contractor shall obtain any necessary signature and complete the titling and registration process for the Eligible User in a timely manner.

In the event the Eligible User is permitted by statute, law, rule, ordinance, code, policy, and procedure to obtain Title and Registration independent of the Contractor, and chooses to obtain Title and Registration independent of the Contractor, the Eligible User shall notify the Contractor in writing of this decision no later than three (3) business days following receipt of the Acknowledgement of Order form, per section 3.10, Acknowledgement of Order. However, the Eligible User shall then be obligated to Title and Register the awarded Commodity per applicable statute, law, rule, ordinance, code, policy, and procedure, and the Contractor shall provide any documents necessary for the Eligible User to do so.

For applicable awarded Commodities, Eligible Users may elect to transfer an existing license plate, or may choose to obtain a new license plate.

- Should an Eligible User elect to transfer an existing license plate, this is the standard default order type and does not require specific notation on the Purchase Order. All related fees, see section 4.8, Ceiling Prices, are included in the Base Equipment Net Price.
- Should an Eligible User elect to obtain a new license plate in lieu of transferring their old license plate, or if the awarded Commodity is an addition to their fleet and requires a new license plate, the Purchase Order should include a notation and an additional amount to cover the cost of a new license plate. The Contractor is not required to obtain new license plates for the Eligible User unless there is a notation and a new license plate fee is included on the Purchase Order. All related charges and fees, see section 4.8, Ceiling Prices, except the new license plate cost are included in the Base Equipment Net Price.
  - a) The Eligible User's Purchase Order notation for a new license plate shall include the request for a new license plate, what type of license plate is required, and a contact person's name, title, and telephone number should there be any questions.
  - b) The Contractor may obtain special plates such as "State", "County", or "City" from most county tax offices, but agency plates such as "DOT", "DC", "DNR", etc. shall be obtained from the Department of Highway Safety and Motor Vehicles, Division of Motor Vehicles, in Tallahassee, Florida.

### 3.9 Transportation and Delivery

In conjunction with section 4.8, Ceiling Prices, Base Equipment Net Prices; OEM Options, Accessories, & Implements Net Prices; and OEM & Replacement Parts Net Prices shall include all charges for packing, handling, freight, distribution, and delivery. Transportation and Delivery of goods shall be FOB Destination to any point statewide as follows:

1. Equipment not in stock or unavailable from manufacturer at time of order must be delivered within one hundred eighty (180) calendar days after receipt of order.
2. Equipment in stock must be delivered within fourteen (14) calendar days after receipt of order or the Commodities from the Manufacturer, with one exception – Commodities requiring post-Manufacturer Dealer installed OEM Options, Accessories, & Implements shall be delivered within thirty (30) calendar days after receipt of the Commodities from the Manufacturer(s).

Delivery of the awarded Commodity is defined as receipt of the Commodity at the Eligible User's place of business or designated location. Delivery does not constitute Acceptance, per section 3.11 of the Contract. The Contractor shall give the ordering Eligible User a minimum of twenty-four (24) hour notice prior to delivery. Deliveries shall be received as stipulated by the Eligible User.

Deliveries of awarded Commodities shall be made by either private or common carrier transport. Where deliveries may be accomplished by driving the self-propelled, street-legal, Commodity three (3) road miles or less, the self-propelled Commodity may be driven, under supervision, to the delivery location. The Contractor shall comply with the Manufacturer's break-in requirements and all applicable traffic laws.

All self-propelled operator occupied Commodities delivered by the Contractor to the Eligible User shall contain no less than one-quarter (1/4) tank of fuel as indicated by the fuel gauge at the time of delivery. At the Eligible User's option, Commodities with less than one-quarter (1/4) tank of fuel at delivery may be rejected or \$3.00 per gallon or gallon equivalent up to one-quarter of the Commodity's fuel tank capacity may be deducted from the invoice and payment.

The Contractor shall perform the standard Manufacturer's pre-delivery inspection, and is responsible for delivering an awarded Commodity that is properly serviced, clean, and in first class operating condition. Pre-delivery service, at a minimum, shall include the following:

1. Complete lubrication of operating chassis, engine, and mechanisms with Manufacturer's recommended grades of lubricants;
2. Check / Fill all fluid levels to assure proper fill;
3. Adjust engine(s) to proper operating condition(s);
4. Inflate tires to proper pressure;
5. Check to assure proper operation of all accessories, gauges, lights, and mechanical and hydraulic features;
6. Clean equipment, if necessary, and remove all unnecessary tags, stickers, papers, etc.;
7. Assure that the awarded Commodity is completely assembled (unless otherwise noted in the following sub-section) including Base Equipment and OEM Options, Accessories, & Implements, thoroughly tested, and ready for immediate operation upon delivery; and
8. Where applicable, packaged to insure safe delivery to the destination. Packaging shall comply with the requirements of section 403.7191, Florida Statutes. Each package shall be marked to include the name of the Contractor, the State Term Contract number, Purchase Order number, and brief description of the contents.

All Commodities shall be delivered with each of the following applicable documents completed and included:

1. Copy of the Manufacturer's pre-delivery inspection form, which meets or exceeds the requirement herein;
2. Copy of ordering Eligible User's Purchase Order;
3. Copy of the applicable Manufacturer(s)'s specification(s);
4. Copy of the Manufacturer's invoice(s) (prices may be deleted or obscured) for each Commodity, including individual Base Equipment and OEM Options, Accessories, & Implements, in the shipment;
5. Manufacturer's Window Sticker(s), if applicable;
6. Manufacturer's Certificate of Origin, if applicable;
7. Manufacturer's Operator Manual, and (if not included in the operator manual) one (1) each of the Manufacturer's lubrication and maintenance instructions;
8. Copy of the Manufacturer's Standard Warranty Certifications;
9. Sales Tax Exemption Form, if applicable;
10. Temporary Tag and twenty (20) day Extension Tag, if applicable; and
11. DHSMV/82040, Application for Certificate of Title and/or Vehicle Registration, if applicable.

**Deliveries that do not include the above applicable forms and publications, or that have forms that have been altered, or are not properly completed, may be refused. Repeated failures by the Contractor to include the above properly completed forms and publications, or that have submitted altered forms, to the ordering Eligible Users may be cause for default proceedings and / or Contract termination**

These Transportation and Delivery requirements, terms, and conditions also apply to the re-delivery of an awarded Commodity that was previously rejected upon initial delivery.

### **3.10 Acknowledgement of Order (Attachment I)**

For orders which the Contractor does not have the awarded Commodities in stock and cannot Deliver the Commodities to the ordering Eligible User within fourteen (14) calendar days, the Acknowledgement of Order form shall be fully completed and issued by the Contractor to notify the ordering Eligible User of the receipt of the Purchase Order for Commodities awarded under the Contract, the Manufacturer's order confirmation information, and the estimated delivery date.

The Contractor shall mail, email, or fax the fully completed Acknowledgement of Order form to the ordering Eligible User's issuing office within fourteen (14) calendar days from the date the Contractor receives the Purchase Order under the Contract. Failure of the Contractor to provide the ordering Eligible User the Acknowledgement of Order form within fourteen (14) calendar days from the date the Contractor received the Purchase Order shall be considered acceptance of the order by default, which, if necessary, shall require the provision of the next new model of the Commodity, which meets the Prices, Discounts, requirements, specifications, terms, and conditions herein.

Submission of the Acknowledgement of Order form is to be the responsibility of the Contractor without prompting or notification by the Contract Manager or Eligible User. Repeated failures by the Contractor to submit completed Acknowledgement of Order forms to the ordering Eligible Users may be cause for default proceedings and / or Contract termination.

### 3.11 Acceptance

The Eligible User, within three (3) business days of delivery, shall thoroughly inspect the Commodity received for acceptability. The Eligible User shall compare the physical Commodity delivered; contract prices, Discounts, requirements, specifications, terms, and conditions; Purchase Order; and Manufacturer's Window Sticker / Manufacturer's Invoice(s) to ensure the Commodity received meet or exceed the requirements, specifications, terms, and conditions of the Contract and Purchase Order. Additionally, the Eligible User shall inspect the Commodity for any physical damage. The Contractor is obligated to correct any errors or damage in the Commodity. Failure by the Eligible User to discover an error in the Commodity shall not relieve the Contractor from their obligation to correct the error in the event it is found any time after the Commodity is delivered.

The Parties agree that inspection and Acceptance shall be the Eligible User's responsibility and occur at the location of the Eligible User. Title and risk of loss or damage to all Commodities shall be the responsibility of the Contractor until Accepted by the Eligible User. The Contractor shall be responsible for filing, processing, and collecting all damage claims. The Eligible User shall assist the Contractor by:

- Recording any evidence of visible damage on all copies of the delivering carrier's bill of lading;
- Report any known visible and concealed damage to the carrier and the Contractor;
- Confirm said reports in writing within fifteen (15) business days of delivery, requesting that the carrier inspect the damaged merchandise; and
- Provide the Contractor with a copy of the carrier's bill of lading and damage inspection report.

Transportation and Delivery of the Commodity, per section 3.9 of the Contract, does not constitute Acceptance for the purpose of payment. Final Acceptance and authorization of payment shall be given by the Eligible User only after a thorough inspection indicates that the Commodity is undamaged and meets the Contract requirements, specifications, terms, and conditions. Should the delivered Commodity be damaged or differ in any respect from the Contract requirements, specifications, terms, and conditions, payment shall be withheld until such time as the Contractor completes the required, Eligible User approved, corrective action.

Should the Commodity require service or adjustments as part of the Eligible User approved corrective action(s), the Contractor shall either remedy the defect or be responsible for reimbursing the Manufacturer's local service Dealer or others selected by the Eligible User to remedy the defect. The Contractor shall initiate such required service or adjustments within two (2) business days following notification by the Eligible User. The Commodity shall not be accepted until all

service and / or adjustments are satisfactory and the Commodity is re-delivered in acceptable condition. The costs of any Transportation and Delivery, section 3.9, required as part of the initial or any re-deliveries due to error or damage are the responsibility of the Contractor.

The ordering Eligible User shall notify the Department of any Contract deviation that it cannot resolve with the Contractor. The Department and Eligible User shall develop a corrective action plan related to the Contract deviation, which may include the Eligible User's permanent refusal to accept the Commodity, in which case the Commodity shall remain the property of the Contractor, and the Eligible User and the State shall not be liable for payment for any portion thereof.

### 3.12 Installation

Where installation is required, Contractor shall be responsible for placing and installing the equipment or parts in the required locations at no additional charge, unless otherwise specified in the Price Sheets. All materials used in the installation shall be of good quality and shall be free of defects that would diminish the appearance of the equipment or render it structurally or operationally unsound. Installation includes the furnishing of any equipment, rigging, and materials required to install or replace the equipment or parts in the proper location. Contractor shall protect the site from damage and shall repair damages or injury caused during installation by Contractor or its employees or agents. If any alteration, dismantling, excavation, etc., is required to achieve installation, the Contractor shall promptly restore the structure or site to its original condition. Contractor shall perform installation work so as to cause the least inconvenience and interference with Customers and with proper consideration of others on site. Upon completion of the installation, the location and surrounding area of work shall be left clean and in a neat and unobstructed condition, with everything in satisfactory repair and order.

Balance of page intentionally left blank

## Section 4 Contract Conditions

This section contains conditions which shall be complied with during the performance of this contract. The conditions come in two parts, general conditions and special contract requirements

### 4.1 General Contract Requirements

The General Contract Conditions, PUR 1000 is incorporated by reference and provided via a link below:

<http://www.dms.myflorida.com/content/download/2933/11777/1000.pdf>

### 4.2 Special Contract Requirements

The Special Contract Requirements are provisions that relate directly to the performance of this contract.

### 4.3 Pricing

The Contractor shall adhere to the discount applied to the uploaded MSRP List(s) as submitted for in the completed Price Sheets, which are incorporated by reference into the Contract.

$$\text{Pricing} = (100\% - \text{Percent Discount}) \times \text{MSRP List Price(s)}$$

### 4.4 Financial Consequences for Nonperformance

The State reserves the right to withhold payment or implement other appropriate remedies, such as contract termination or nonrenewal, when the Contractor has failed to perform under or comply with the provisions of this contract. When or if the Contractor fails to perform or comply with provisions of this contract, the Contractor has ten (10) calendar days from receipt of Complaint to Vendor Form (PUR 7017) to comply as instructed within the notice. An amount of \$500.00 may be assessed for each day the Contractor is delinquent after the ten (10) day notice period ends, and that amount may be withheld from a Contractor's invoice. The rights and remedies of the State in this paragraph are not considered penalties and are in addition to any other rights and remedies provided by law.

### 4.5 Contract Overlap

Contractors shall identify any equipment or parts covered by this solicitation that they are currently authorized to furnish under any state term contract. By entering into the Contract, a Contractor authorizes the Buyer to eliminate duplication between agreements in the manner the Buyer deems to be in its best interest.

### 4.6 Commodity, Group, and Manufacturer or Brand Name Additions and Deletions

During the Contract Term, section 1.4, the Department shall have the right to add or delete Commodities, Groups, or Manufacturer or Brand Names to or from this agreement by adding them to or removing them from the Price Sheet, Attachment A. Any new Commodities, Groups, or Manufacturer or Brand Names added shall be at the requirements, specifications, terms, and conditions herein or as later stipulated by the Department, and at mutually agreed pricing and discounts accepted, in writing, by both the Contractor and the Department. Commodities, Groups, or Manufacturer or Brand Names may be removed at the sole discretion of the Department, per the requirements, specifications, terms, and conditions herein or as permitted by Florida Statutes or Florida Administrative Code.

#### 4.7 Price Adjustment

Price may be adjusted annually, beginning 12 months after the contract effective date based on the percent change (up or down) of the Producers Price Index (PPI). All requests must be submitted to the Contract Manager during the months of January or July only. Price adjustments correlate with the PPI for the Series ID's in the table below and as published by the Bureau of Labor Statistics, in the Department of Labor, Washington, DC 20212. These reports are accessible at the following website: <http://www.bls.gov/data/>.

Groups	Industry Code	Industry	Baseline
1, 2, 16	44121 Recreational vehicle dealers	PCU44121-44121- Recreational vehicle dealers	June 2001
3, 10	333112 Lawn and garden - equipment manufacturing	PCU3331123331121 Consumer non-riding lawn, garden, and snow equipment	December 1982
6		PCU3331123331123 Consumer riding lawn, garden, and snow equipment	
4, 5, 7, 8, 9, 17, 18	333111 Farm machinery and equipment manufacturing	PCU333111333111J Commercial turf and grounds care equipment, including parts and attachments	December 1982
11, 12, 13, 14,		PCU333111333111I Farm-type (power take-off hp) wheel tractors (2/4-wheel drive)(with or without attachments)	December 1982
15		PCU333111333111G All other farm machinery and equipment, excluding parts, including attachments	December 1982
19		PCU333111333111 Farm machinery and equipment manufacturing	December 1982
20, 21	33621 Motor vehicle body and trailer manufacturing	PCU33621-33621- Motor vehicle body and trailer manufacturing	December 2003

The Contractor may have up to 60 days after the posting of the month or quarter non-preliminary data at each contract anniversary to request a price increase. When requesting a price increase, the Contractor may submit a justification in writing to the Contract Manager detailing the reasons for the price adjustment request and demonstrating the calculable change in PPI over the last 12 months of the Contract that supports a price adjustment.

The requested adjustment for a price increase may not exceed the percentage change of the PPI the preceding twelve months prior to the adjustment. The contractor must complete Price Update Form (Attachment H) to have the price adjustment processed. The Department reserves the

exclusive right to accept or reject any request for price adjustment. Price adjustments may be effective only upon written approval by the Department and may not be applied retroactively.

The Department reserves the right to request price decreases at any time during the term of the Contract if it's found to be in the best interest of the State.

#### **4.8 Ceiling Prices**

The individual Base Equipment Price (after discount); OEM Option, Accessory, & Implement Price (after discount); and OEM Part Price (after discount) contained or referenced in the Attachment A, Price sheets, shall be the not-to-exceed Ceiling Prices under the Contract.

#### **4.9 Compliance with Laws, Rules, Codes, Ordinances, and Licensing Requirements**

The Contractor shall comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of Federal, State, and local agencies having jurisdiction and authority. For example, Chapter 287 Florida Statutes, and Rule Chapter 60A of the Florida Administrative Code govern the contract. The Contractor shall comply with section 274A of the Immigration and Nationality Act, the Americans with Disabilities Act, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran's status. Violation of any laws, rules, codes, ordinances, or licensing requirements may be grounds for contract termination or nonrenewal of the contract.

#### **4.10 Insurance Requirements**

To the extent required by law, the Contractor shall be self-insured against, or shall secure and maintain during the life of the contract, Worker's Compensation Insurance for all its employees connected with the work of this project and, in case any work is subcontracted, the Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees engaged in work under the resulting contract are covered by the Contractor's self-insurance program. Such self-insurance or insurance coverage shall comply with the Florida Worker's Compensation law. In the event hazardous work is being performed by the Contractor under the resulting contract and any class of employees performing the hazardous work is not protected under Worker's Compensation statutes, the Contractor shall provide, and cause each subcontractor to provide, adequate insurance satisfactory to the Department, for the protection of his employees not otherwise protected.

The Contractor shall secure and maintain Commercial General Liability insurance including bodily injury, property damage, personal & advertising injury and products and completed operations. This insurance shall provide coverage for all claims that may arise from the services and/or operations completed under the contract, whether such services or operations are by the Contractor or anyone directly, or indirectly employed by them. Such insurance shall include a Hold Harmless Agreement in favor of the State of Florida and also include the State of Florida as an Additional Named Insured for the entire length of the resulting contract. The Contractor is responsible for determining the minimum limits of liability necessary to provide reasonable financial protections to the Contractor and the State of Florida under the resulting contract.

All insurance policies shall be with insurers licensed or eligible to transact business in the State of Florida. The Contractor's current certificate of insurance shall contain a provision that the insurance shall not be canceled for any reason except after thirty (30) days written notice to the Department's Contract Manager.

The Contractor(s) shall submit insurance certificates evidencing such insurance coverage prior to execution of a contract with the Department.

#### **4.11 Notice of Legal Actions**

The Contractor shall notify the Department of any legal actions filed against it for a violation of any laws, rules, codes ordinances, or licensing requirements within 30 days of the action being filed. The Contractor shall notify the Department of any legal actions filed against it for a breach of a contract of similar size and scope to this contract within 30 days of the action being filed. Failure to notify the Department of a legal action within 30 days of the action may be grounds for termination or nonrenewal of the contract.

#### **4.12 Records Retention**

The Contractor shall retain sufficient documentation to substantiate claims for payment under the Contract and all other records, electronic files, papers, and documents that were made in relation to this the Contract. Contractor shall retain all documents related to this Contract in compliance with the rules of the Florida Department of State.

#### **4.13 Public Records**

##### **4.13.1 Access to Public Records**

- (1) The Contractor shall allow public access to all documents, papers, letters, or other material made or received by the Contractor in conjunction with the Contract, unless the records are exempt from Article I, section 24(a), Florida Constitution or section 119.07(1), Florida Statutes. The Department may unilaterally terminate the Contract if the Contractor refuses to allow public access as required in this section. If, under this Contract, the Contractor is providing services, the Department may unilaterally cancel the Contract for refusal by the Contractor to allow access to all public records, including documents, papers, letters, or other material made or received by the Contractor in conjunction with the Contract, unless the records are exempt from section 24(a) of Art. I of the State Constitution and section 119.07(1), Florida Statutes.
- (2) If, under this Contract, the Contractor is providing services and is acting on behalf of a public agency as provided by section 119.0701(1)(b), Florida Statutes, the Contractor shall:
  - (a) Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.
  - (b) Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
  - (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.
  - (d) Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the Contractor upon termination of the Contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.

#### **4.13.2 Protection of Trade Secrets or Other Confidential Information**

If the Contractor considers any portion of materials made or received in the course of performing the Contract ("contract-related materials") to be trade secret under section 812.081, Florida Statutes, or otherwise confidential under Florida or federal law, the Contractor must clearly designate that portion of the materials as "confidential" when submitted to the Department.

If the Department receives a public records request for contract-related materials designated by the Contractor as "confidential," the Department will provide only the portions of the contract-related materials not designated as "confidential." If the requester asserts a right to examine contract-related materials designated as "confidential," the Department will notify the Contractor. The Contractor will be responsible for responding to and resolving all claims for access to contract-related materials it has designated "confidential."

If the Department is served with a request for discovery of contract-related materials designated "confidential," the Department will promptly notify the Contractor about the request. The Contractor will be responsible for filing the appropriate motion or objection in response to the request for discovery. The Department will provide materials designated "confidential" only if the Contractor fails to take appropriate action, within timeframes established by statute and court rule, to protect the materials designated as "confidential" from disclosure.

The Contractor shall protect, defend, and indemnify the Department for claims, costs, fines, and attorney's fees arising from or relating to its designation of contract-related materials as "confidential."

#### **4.13.3 Retention of Records**

Contractor shall retain sufficient documentation to substantiate claims for payment under the Contract, and all other records made in relation to the Contract, for five (5) years after expiration or termination of the Contract.

#### **4.14 Annual Appropriations**

The State's performance and obligation to pay under this contract are contingent upon an annual appropriation by the Legislature.

#### **4.15 Renewal**

Upon mutual agreement, the Customer and the Contractor may renew the Contract, in whole or in part, for a period that may not exceed 3 years or the term of the contract, whichever period is longer. Any renewal shall specify the renewal price, as set forth in the solicitation response. The renewal shall be in writing and signed by both parties, and is contingent upon satisfactory performance evaluations and subject to availability of funds.

#### **4.16 Cancellation**

The Department may unilaterally cancel this Contract for refusal by the service provider to comply with this section by not allowing public access to all documents, papers, letters, or other material made or received by the Contractor in conjunction with the Contract, unless the records are exempt from Article 1, section 24(a), Florida Constitution and Chapter 119.07(1), Florida Statutes

#### **4.17 Intellectual Property**

The parties do not anticipate that any Intellectual Property shall be developed as a result of this contract. However, any Intellectual Property developed as a result of this contract shall belong to and be the sole property of the state. This provision shall survive the termination or expiration of this contract.

#### **4.18 Gifts**

The Contractor agrees that it shall not offer to give or give any gift to any State of Florida employee. This Contractor shall ensure that its sub-contractors, if any, shall comply with this provision.

#### **4.19 Vendor Ombudsman**

A Vendor Ombudsman, whose duties include acting as an advocate for Bidders who may be experiencing problems in obtaining timely payment(s) from a state agency, may be contacted at (850) 413-5516, or by calling the Department of Financial Services Consumer Hotline at 1-800-342-2762.

#### **4.20 Monitoring by the Department**

The Contractor shall permit all persons who are duly authorized by the Department to inspect and copy any records, papers, documents, facilities, goods, and services of the Contractor that are relevant to this Contract, and to interview clients, employees, and sub-contractor employees of the Contractor to assure the Department of satisfactory performance of the terms and conditions of this Contract. Following such review, the Department shall deliver to the Contractor a written report of its finding, and may direct the development, by the Contractor, of a corrective action plan. This provision shall not limit the Department's termination rights.

#### **4.21 Scrutinized Company List**

Contractor certifies that it is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes. Pursuant to section 287.135(5), Florida Statutes, Contractor agrees the Department may immediately terminate this contract for cause if the Contractor is found to have submitted a false certification or if Contractor is placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List during the term of the Contract.

#### **4.22 Business Review Meetings**

The Department reserves the right to schedule business review meetings as frequently as necessary. The Department shall provide the format for the Contractor's agenda. Prior to the meeting, the Contractor shall submit the completed agenda to the Department for review and acceptance. The Contractor shall address the agenda items and any of the Department's additional concerns at the meeting. Failure to comply with this section may result in the Contract being found in default and termination of the Contract by the Department or nonrenewal of the Contract.

#### **4.23 E-Verify**

Pursuant to State of Florida Executive Order Number 11-116, Contractor is required to utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment of all new employees hired by the Contractor during the Contract term. Also, Contractor shall include in related subcontracts a requirement that sub-contractors performing work or providing services

pursuant to the Contract utilize the E-Verify system to verify employment of all new employees hired by the sub-contractor during the Contract term.

#### **4.24 Subcontracting**

The Contractor shall not subcontract, assign, or transfer any work identified under this solicitation, *with the exception of those subcontractors identified in the Contractor's bid*, without prior written consent of the Department.

The Contractor is responsible for all work performed under the contract resulting from this solicitation. No subcontract entered into by the Contractor for performance of work required under the contract, shall in any way relieve the Contractor of any responsibility for the performance of duties under the contract. The Contractor shall assure that all tasks related to the subcontract are performed in accordance with the terms of the contract.

The Department supports diversity in its Procurement Program and requests that all subcontracting opportunities afforded by this solicitation enthusiastically embrace diversity. The award of subcontracts should reflect the full diversity of the citizens of the State of Florida. Contractor can contact the Office of Supplier Diversity at (850)487-0915 for information on minority bidders who may be considered for subcontracting opportunities.

#### **4.25 Performance Qualifications**

The Department reserves the right to investigate or inspect at any time whether the product, qualifications, or facilities offered by Contractor meet the Contract requirements. Contractor shall at all times during the Contract term remain responsive and responsible. In determining Contractor's responsibility as a Contractor, the agency shall consider all information or evidence which is gathered or comes to the attention of the agency which demonstrates the Contractor's capability to fully satisfy the requirements of the solicitation and the contract.

Contractor shall be prepared, if requested by the Department, to present evidence of experience, ability, and financial standing, as well as a statement as to plant, machinery, and capacity of the Contractor for the production, distribution, and servicing of the equipment bid. If the Department determines that the conditions of the solicitation documents are not complied with, or that the equipment or parts proposed to be furnished does not meet the specified requirements, or that the qualifications, financial standing, or facilities are not satisfactory, or that performance is untimely, the Department may reject the response or terminate the Contract. Contractor may be disqualified from receiving awards if Contractor or anyone in Contractor's employment, has previously failed to perform satisfactorily in connection with public bidding or contracts. This paragraph shall not mean or imply that it is obligatory upon the Department to make an investigation either before or after award of the Contract, but should the Department elect to do so, Contractor is not relieved from fulfilling all Contract requirements.

#### **4.26 MyFloridaMarketPlace Transaction Fee**

The awarded Vendor(s) will be required to pay the required transaction fees as specified in section 14 of the PUR 1000, unless an exemption has been requested and approved prior to the award of the contract pursuant to Rule 60A-1.032 of the Florida Administrative Code.

The Contractor is required to submit monthly Transaction Fee Reports in electronic format. Reports are due ten (10) working days after the end of the reporting period. For information on how to submit Transaction Fee Reports online, please reference the detailed fee reporting instructions and Vendor training presentations available online on the MFMP website:

MFMP Transaction Fee and Reporting Assistance is also available with the Transaction Fee Reporting System from the MFMP Customer Service Desk at the email address hyperlink: MFMP Customer Service Desk Email, or telephone 866-FLA-EPRO (866-352-3776) between the hours of 8:00 AM to 5:30 PM Eastern Time.

#### 4.27 Contract Reporting

##### 4.27.1 Contract Quarterly Sales Report (Contract Deliverable)

The Contractor agrees to submit a Quarterly Sales Report (Attachment B) on a quarterly basis to the DMS Contract Manager. Initiation and submission of the Quarterly Report is the responsibility of the Contractor without prompting or notification from the DMS Contract Manager. A quarterly report is required even if Contractor has zero sales to report for that quarter.

Quarterly Reporting periods should coincide with the contract term and should begin the quarter following contract execution. Reports are due ten (10) working days after the end of the reporting period.

##### 4.27.2 Savings / Price Reductions (Attachment E)

Contractor shall submit one (1) accurately completed Savings / Price Reductions form (Attachment E) with their Response containing the required savings information for each UNSPSC Code with associated Related Services offered and a method(s) for the Department to verify the savings information provided. The Savings / Price Reductions form shall not be used to determine award, only to verify the Savings / Price Reductions being offered. The Savings / Price Reductions form shall be submitted to the Department per section 2.3.4.5 of the solicitation. Failure to provide the Savings / Price Reductions form with the Response may result in the Contractor being deemed non-responsive.

##### 4.27.3 Transaction Fee Reports

The Bidder is required to submit monthly Transaction Fee Reports in electronic format. Reports are due ten (10) working days after the end of the reporting period. For information on how to submit Transaction Fee Reports online, please reference the detailed fee reporting instructions and Bidder training presentations available online at the Transaction Fee Reporting and Bidder Training subsections under Bidders on the MFMP website: MFMP Transaction Fee and Reporting. Assistance is also available with the Transaction Fee Reporting System from the MFMP Customer Service Desk at the email address hyperlink: MFMP Customer Service Desk Email, or telephone 866-FLA-EPRO (866-352-3776) between the hours of 8:00 AM to 5:30 PM Eastern Time.

##### 4.27.4 Diversity Reporting

The State of Florida is committed to supporting its diverse business industry and population through ensuring participation by minority, women, and veteran owned business enterprises in the economic life of the State. The State of Florida Mentor Protégé Program connects minority-, women-, and veteran business enterprises with private corporations for business development mentoring. We strongly encourage firms doing business with the State of Florida to consider this initiative. For more information on the Mentor Protégé Program, please contact the Office of Supplier Diversity at (850) 487-0915 or email: osdhelp@dms.myflorida.com.

**4.30 Additional Provisions**

The provisions of paragraphs 287.058(1)(a) and (b); Florida Statutes, are hereby incorporated by reference.

**4.31 Alternate Responses**

Contractor may not submit more than one bid for each listed Manufacturer or Brand Name per UNSPSC Code (including associated MSRP Discount, Related Services Prices, MSRP Date, etc.). The Department seeks each Contractor's single-best Response by Manufacturer or Brand Name per Group or Sub Group line number.

**Balance of page intentionally left blank**

Upon request, the Contractor shall report to the Department, spend with certified and other minority business enterprises. These reports shall include the period covered, the name, minority code and Federal Employer Identification Number of each minority Bidder utilized during the period, Commodities and services provided by the minority business enterprise, and the amount paid to each minority Bidder on behalf of each purchasing agency ordering under the terms of this Contract.

#### 4.27.5 Preferred Pricing Affidavit Requirement

The Department shall provide the Preferred Pricing Affidavit, (Attachment D), for completion by an authorized representative of the Contractor attesting that the Contractor is in compliance with the preferred pricing provision in section 4(b) of the PUR 1000 form. The Contractor agrees to submit to the Department, at least annually, the completed Preferred Pricing Affidavit.

#### 4.28 Contract Termination

The Department may terminate the Contract if the Contractor: 1.) fails to comply with all terms and conditions of this Contract; 2.) fails to produce each deliverable within the time specified by the Contract; or, 3.) fails to abide by any statutory, regulatory, or licensing requirement. Rule 60A-1.006(3), Florida Administrative Code, governs the procedure and consequences for default. The rights and remedies of the Department in this clause are in addition to any other rights and remedies provided by law or under the Contract. Upon receipt of notice of termination, the Contractor shall, unless the notice directs otherwise, immediately discontinue all activities authorized hereunder. The Contractor shall not be entitled to recover any cancellation charges or lost profits. (Reference section 4.4, Financial Consequences)

#### 4.29 Force Majeure

Except for the payment of money due, neither party shall be deemed in breach or default of this Contract in the event that either party fails to perform pursuant to the terms and conditions of the Contract and the failure is caused by, or is in connection with, force majeure. The party suspending performance shall give prompt notice to the other party and shall attempt to cure promptly the cause for such suspension. Upon cessation of the cause for suspension, performance shall resume (or commence) as soon as reasonably practicable, unless otherwise agreed to by the parties. Notwithstanding any other provision of this contract, the parties agree that the settlement of strikes, lockouts or other industrial disturbances shall be entirely within the discretion of the particular party involved.

For purposes of this Contract, the term "force majeure" shall mean acts or events beyond the control of the parties, including, but not limited to, acts of God, strikes, lockouts, or other industrial disturbances, riots, epidemics, landslides, floods, fires, washouts, arrests and restraints, civil disturbances, explosions, breakage of or accidents to pipe lines, failure of equipment or compliance with acts, orders, regulations or requests of any federal, state or local governmental authority, whether or not of the same class or kind, reasonably beyond the control of either party and which, by exercise of due diligence, such party is unable to overcome.

In the event a force majeure condition exists, or the potential exists for such condition, the Contractor shall inform the Department of the problem at the earliest practical time and present a plan for return to normal service.

## Section 5 Attachments

- Attachment A Price Sheet (section 2.3.3)
- Attachment B Quarterly Sales Report (section 4.28.1)
- Attachment C State of Florida Drug-Free Workplace Certification (section 2.3.4.3)
- Attachment D Preferred Pricing Affidavit (section 2.3.4.4)
- Attachment E Savings/Price Reduction Form (section 2.3.4.5)
- Attachment F Vendor Information Form (section 2.3.1)
- Attachment G Timeline (section 1.6)
- Attachment H Sample Price Update Form (section 4.7)
- Attachment I Acknowledgement of Order Form (section 3.10)
- Attachment J MSRP Certification (section 2.6)

# PRAGER & CO., LLC

INVESTMENT BANKERS

## TERMINATION OF DISSEMINATION AGREEMENT

August 30, 2016

Viera East Community Development District

c/o Darrin Mossing  
Governmental Mgmt Services, LLC

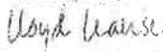
Dear Mr. Mossing:

Pursuant to the Dissemination Agreement Section (3) Termination, PRAGER & CO., LLC hereby is providing notice to terminate the agreement as the District's Dissemination Agent effective September 30, 2016.

Based upon the District Manager's prior involvement in providing information and assistance in complying with the terms and conditions of the Continuing Disclosure Agreement, we feel that the District will be well served with the District Manager serving as the Dissemination Agent.

It has been a privilege to serve as your Dissemination Agent. Please let us know how we can assist with the transition. Thank you for all of your cooperation and support.

Very truly yours,  
PRAGER & CO., LLC

DocuSigned by:  
  
BFEN1202040F433  
Lloyd Leanse  
Managing Director

**AGREEMENT BETWEEN VIERA EAST COMMUNITY  
DEVELOPMENT DISTRICT AND GOVERNMENTAL  
MANAGEMENT SERVICES-CENTRAL FLORIDA, LLC  
REGARDING DISSEMINATION AGENT SERVICES**

**THIS AGREEMENT**, made and entered into on this 28 day of September, 2016 by and between the Viera East Community Development District, a local unit of a special purpose government established and existing pursuant to Chapter 190, Florida Statutes, hereinafter referred to as "**DISTRICT**", and Governmental Management Services-Central Florida, LLC, a Florida limited liability company hereinafter referred to as "**GMS**" whose address is 135 West Central Boulevard, Suite 320, Orlando, Florida 32801.

**WITNESSETH:**

**WHEREAS**, the **DISTRICT** desires to employ the services of **GMS** for the purpose of providing Dissemination Agent Services for the **DISTRICT**, as required to meet the needs of the **DISTRICT** during the contract period; and

**WHEREAS**, **GMS** desires to assist the **DISTRICT** with such matters,

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements expressed herein the parties agree as follows:

1. Duties:

The Dissemination Agent's duties shall consist of those duties as outlined in the Continuing Disclosure Agreement for the current and future bonds issued by the District.

2. Fees:

**GMS** will be responsible for all out-of-pocket expenses. The annual fee for **GMS** services under this Agreement are detailed in the proposal approved by the **DISTRICT'S** Board of Supervisors dated September 28, 2016.

3. Termination:

Both the District and **GMS** will have the right to terminate this Agreement upon 30 days prior written notice.

4. Representation of the District:

The District represents and warrants that it will not withhold any information necessary for **GMS** to carry out its duties under this Agreement and that it will supply all information requested by **GMS**.

5. Indemnification:

To the extent permitted by law, the District will indemnify GMS for any action or actions brought by Beneficial Owners as a result of the failure (including omission and misrepresentation) of the District to meet its requirements under this Agreement and the Continuing Disclosure Agreement.

6. Responsibility for Information:

The District acknowledges and agrees that the information to be collected and disseminated by the Dissemination Agent will be produced by the District and the Developer. The Dissemination Agent's duties are those of the collection and collation and not of authorship or production, consequently the Dissemination Agent shall have no responsibility for the content of the information disseminated by it and any and all securities law liabilities, including compliance with the Rule, will remain with the District and the Developer.

7. Waiver of Jury Trial:

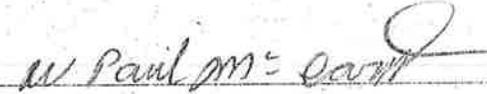
EACH OF THE DISTRICT AND GMS KNOWINGLY WAIVES ANY RIGHT TO TRIAL BY JURY.

8. Agreement Governed by Florida Law:

The terms and conditions of this agreement shall be governed by the laws of the State of Florida

**IN WITNESS WHEREOF**, the Board of Supervisors of the **DISTRICT** has made and executed this Contract on behalf of the **DISTRICT** and GMS have each, respectively, by an authorized person or agent, hereunder set their hand and seal on the date and year first above

**BOARD OF SUPERVISORS VIERA EAST  
COMMUNITY DEVELOPMENT DISTRICT**

By:   
Chairman

**GOVERNMENTAL MANAGEMENT  
SERVICES-CENTRAL FLORIDA, LLC**

By:   
Authorized Officer

# **Governmental Management Services**

*Serving Florida's New Communities*

## ***Dissemination Agent Proposal For Viera East Community Development District***

Governmental Management Services – Central Florida, LLC proposes to act as Dissemination Agent (“Agent”) for the Viera East Community Development District (“District”). Agent will provide such services as required by the Continuing Disclosure Agreement(s) for current and future bond issues in accordance with Security and Exchange Commission’s Rule 15c2-12(b)(5). The services are based upon the following fee structure:

### **Compensation**

#### **Current Bond Issues:**

Annual Fee Due October 1<sup>st</sup> each year \$1,000 Per Bond Issue

#### **Future Bond Issues:**

One Time Set Up Fee (Paid from Bond Proceeds) \$2,500 Per Bond Issue

Annual Fee Due October 1<sup>st</sup> each year \$3,500 Per Bond Issue

-During quarterly reporting requirements

Annual fee Due October 1<sup>st</sup> each year \$1,000 Per Bond Issue

-After quarterly reporting requirements have ended.

\_\_\_\_\_  
GMS-CF, LLC  
Authorized Officer

\_\_\_\_\_  
Viera East CDD  
Authorized Officer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**General Manager's Report  
September 28, 2016  
Tim Melloh, PGA**

**CDD**

- Normal day to day operation are proceeding as planned.
- Preparing fire lines for Scrubjay burn in October.

**Golf Course Maintenance Report**

- Spraying for our number one weed problem – Tropical Signal Grass – (see handout).

**Golf Operations Report**

- Hosted the Upper East Cost Ladies Golf Association Sep. 22<sup>nd</sup> – 88 Players.
- The ABCD Scramble was played yesterday – 61 players.
- Review of rounds and revenue.

**Divot's Grille**

**Old Business**

**New Business**

- Discuss outgoing board member tribute

MTD Revenue				Ave. Daily Rounds / Revenue			
33	MTD Rev / Round	MTD Plat. Gold Member Rounds	MTD Comp Rounds	57.23	\$1,812	\$31.67	
34	#DIV/0!	0	0	Ave. Daily Total Rounds	Ave. Daily Revenue	Ave. Daily Rev / Round	Ave. Daily Plat. Gold Member Rounds
35	\$25.73	21	9	44.5	\$759	\$25.73	0.0
36	\$29.28	32	29	70.7	\$1,474	\$29.28	10.5
37	\$29.97	37	54	98.5	\$2,270	\$29.97	10.7
38	\$29.34	62	73	112.6	\$2,511	\$29.34	9.3
39	\$28.98	87	92	116.0	\$2,497	\$28.98	12.4
40	\$27.59	109	109	121.0	\$2,479	\$27.59	14.5
41	\$27.27	134	130	121.4	\$2,410	\$27.27	15.6
42	\$27.52	159	145	122.1	\$2,431	\$27.52	16.8
43	\$28.29	160	169	123.8	\$2,571	\$28.29	17.7
44	\$28.82	170	189	123.5	\$2,620	\$28.82	16.0
45	\$28.64	187	215	130.6	\$2,494	\$28.64	15.5
46	\$28.64	187	215	111.3	\$2,302	\$28.64	15.6
47	\$28.26	200	231	109.7	\$2,231	\$28.26	14.4
48	\$28.09	218	250	109.4	\$2,197	\$28.09	14.3
49	\$27.97	244	263	110.3	\$2,198	\$27.97	14.5
50	\$28.40	250	289	115.5	\$2,295	\$28.40	15.3
51	\$28.27	253	311	115.3	\$2,375	\$28.27	14.7
52	\$28.25	279	328	114.4	\$2,330	\$28.25	14.1
53	\$28.22	304	343	114.5	\$2,317	\$28.22	17.3
54	\$27.97	325	364	115.4	\$2,310	\$27.97	15.2
55	\$27.89	342	387	117.7	\$2,359	\$27.89	15.5
56	\$27.90	366	417	118.1	\$2,345	\$27.90	17.6
57	\$28.19	373	437	118.2	\$2,379	\$28.19	15.9
58	\$28.50	380	461	118.3	\$2,413	\$28.50	15.5
59	\$28.47	406	473	117.3	\$2,376	\$28.47	18.2
60	\$28.28	425	496	116.4	\$2,328	\$28.28	18.4
61							
62							
63							
64							
65							
66							
67							
68							
69							
70							
71							
72							
73							
74							
75							
76							
77							
78							
79							
80							
81							
82							
83							
84							
85							
86							
87							
88							
89							
90							
91							
92							
93							
94							
95							
96							
97							
98							
99							
100							

school team

0.0 CLOSED ALL DAY - T.S. HERMINE  
 4.5 RAIN AM - T.S. HERMINE  
 9.7  
 13.5  
 14.6  
 15.3  
 15.6  
 16.3  
 16.1  
 16.9  
 17.2 RAIN PM  
 17.9  
 16.5 CLOSED ALL DAY TROPICAL INVEST 93L  
 16.5 RAIN ALL AFTERNOON - CLOSED  
 16.7 RAIN LATE  
 16.4  
 17.0  
 17.3  
 17.3  
 17.2 RAIN PM  
 17.3 RAIN PM  
 17.6  
 18.1  
 18.2 RAIN PM  
 18.4  
 18.2 RAIN PM  
 18.4 RAIN PM

**Green Leaf® Landscaping & Irrigation,  
2800 Allen Hill Av  
Melbourne, FL 32940  
Office 321-242-1180  
Fax 321-253-3426  
Email [Melinda.cline@greenleaf-fl.com](mailto:Melinda.cline@greenleaf-fl.com)**

**September 7, 2016**

**Viera East CDD  
C/O Ed Grasser**

**RE: 4305 and 4309 Collingtree Dr**

**Upon evaluation of the Two Oak Trees behind 4305 & 4309 Collingtree I viewed foliage on extremities and mature bark on the trunks, both appear to be in good condition and thriving. The trees are located in areas making them good focal points enhancing the beauty of these well maintained properties. If there is anything additional that you will need, please contact my office at 321-242-1180.**

**Steve Rose  
Green Leaf® Landscaping & Irrigation  
Melbourne, FL 32940  
Office 321-242-1180  
Fax 321-253-3426  
E-mail [Melinda.cline@greenleaf-fl.com](mailto:Melinda.cline@greenleaf-fl.com)**

## LEASE GOLF LESSON CONCESSION

- Lease the Golf Instruction Concession to:
  - The Mike Hogan Golf Academy at Viera East Golf Club
- Monthly Rental Fee: \$175 (\$2,100 annually)
- Length of Contract: 3-Years (Starting October 1, 2016)
- Must provide insurance as required by contract.
- Lessee will have full control over private lessons, golf camps, golf clinics, golf schools, and junior programs.
- Lessee may bring in other instructor at his discretion as long as they are PGA or LGPA members or apprentices and are fully insured per the contract.
- Must allow Viera East Golf Club Head Golf Professional and full time assistants to give their own lessons with no more than a 10% fee.
- Viera East Golf Course will provide range balls and practice facility at no further cost.
- Individual playing lessons will be charged at cart fee for the student.
- Golf Camps and Schools: Fee for golf will be charged at the Associate Membership Rate.
- Viera East Golf Club will not collect any fees for golf instruction. It is suggested that the lessee set up his own credit card portal on his cell phone or other wireless device.

---

### Current Lesson Program

\$15,000 Budgeted Income  
-\$13,500 90% paid to instructors  
-\$ 1,013 FICA Taxes  
\$ 487 Net Profit from lessons

# FACILITIES USE AGREEMENT

## Golf Instructor

THIS GOLF INSTRUCTION CONCESSION AGREEMENT ("Agreement"), is made as of the "October 1, 2016" as hereinafter defined, by and between VIERA EAST COMMUNITY DEVELOPMENT DISTRICT, a Florida community development district and local unit of special-purpose government located in Brevard County, Florida, herein referred to as ("Landlord"), and the below-signed golf instructor MICHAEL D. HOGAN of 873 Bartel Lane, Rockledge, FL 32955 ("Instructor").

### RECITALS

- A. Landlord is the owner of VIERA EAST GOLF CLUB which is situated on the premises of 2300 CLUBHOUSE LANE, Rockledge, FL 32955
- B. Landlord owns the Driving Range (including range balls), Putting Green and Chipping Green Facilities (collectively referred to as the "Teaching Facilities").
- C. Instructor desires to lease the golf instruction concession at Viera East Golf Club, which includes private lessons, clinics, camps, schools and junior instructional programs ("Instructor Services").

### AGREEMENTS

In consideration of the mutual promises and agreements contained herein, Landlord and Instructor agree as follows:

1. Under the terms and conditions hereinafter expressed, Landlord hereby licenses Instructor to utilize the Teaching Facilities in order to provide golf Instructor Services to their Students.
2. Instructor will determine the method, details, and means of performing the Instructor Services and Landlord shall have no right to and shall not control the manner nor determine the method of accomplishing the Instructor Services, except as may be specifically provided herein. Instructor shall perform all Instructor Services as contemplated herein in a good and workmanlike manner so as to uphold the good name and reputation of Landlord. Nothing in this Agreement is intended to create a relationship of employer-employee or principal-agent between the parties. Instructor agrees to be solely responsible for all taxes attributable to any compensation earned by him arising out of the use of the Teaching Facilities.
3. Instructor agrees to indemnify, defend and hold harmless Landlord, its subsidiaries and affiliates, their respective partners, officers, directors, agents, servants and employees of and from any and all liability, claims, liens, demands, actions and causes of action whatsoever (including reasonable attorney's fees and costs) arising out of or related to any loss, cost,

damage or injury, including death, caused by or arising from Instructor's use of the Teaching Facilities. Instructor is responsible for the cost of repair for any damage to any of the equipment owned or utilized by Training Facility which is caused by Instructor or Instructor's student(s), and shall promptly notify Teaching Facility of any such damage.

4. Landlord is entering into this Agreement in reliance on Instructor's ability to perform the Instructor Services called for herein, in accordance with generally accepted standards for Instructor's profession; in a timely manner; and in compliance with all applicable federal, state and local regulations, codes and ordinances affecting the Instructor Services. Before utilizing any of the training equipment, Instructor agrees that they shall have been trained in the proper use of such equipment at their sole cost and expense. Such training may be conducted at the teaching facility or at a certified class arranged by the manufacturers of such training equipment.
5. Instructor is free to work for any number of persons or firms during the term of this Agreement and may hire and compensate its own employees as may be needed by Instructor from time to time to fulfill Instructor's obligations herein. Employees or Sub Contractors must be a PGA or LPGA Member or registered Apprentice. Instructor shall be solely responsible for the supervision of its employees in the performance of their duties at the Teaching Facilities.
6. Instructor may not use the Teaching Facilities for any other business other than provision of the Instructor Services.
7. Instructor agrees that Instructor shall furnish all supplies utilized in the performance of the Instructor Services, at Instructor's expense, and all expenses incurred by Instructor in the performance of the Instructor Services hereunder shall be borne by Instructor.
8. Should Instructor hire any employee to fulfill the Instructor's duties under this agreement the instructor is solely responsible for payment of any taxes, health and/or workers compensation insurance pursuant to applicable Federal, State or Local laws.
9. Instructor agrees to allow Viera East Golf Club Head Golf Professional and any full time Assistant Golf Professional to provide golf instruction for a fee no greater than 10% of their golf instruction rate.
10. At the request of Landlord, and subject to applicable laws, Instructor and his/her employees shall submit to a test for the presence drugs.
11. Instructor represents to Landlord that he/she has not been convicted of any criminal offense, nor are they as of the Effective Date the subject of any criminal inquiry. Instructor agrees to notify Landlord immediately of a criminal conviction or the institution of any criminal inquiry while this agreement is in effect.

## **CONFIDENTIAL INFORMATION and NON-COMPETITION**

1. Instructor acknowledges and agrees that by virtue of the opportunity to perform services at the Landlord, Instructor will be exposed to golf instruction methods, techniques, documents and videotapes which are unique and of great value the Landlord and developed by Landlord and the Training

Center at substantial expense and effort. Instructor further acknowledges that such instructional methods are confidential and proprietary information and trade secrets of Landlord and the Landlord and therefore agrees to maintain the confidentiality of such materials and information and will not ever use such information except in the performance of Services for the Landlord.

2. Instructor shall at all times during the Term and after termination of this Agreement hold all information obtained in connection with this Agreement in confidence and will not at any time, either directly or indirectly, disclose any such information or make such information known to any person, organization, firm or corporation. In addition, Instructor shall not disclose any trade secrets of Landlord and/or its affiliates and subsidiaries and/or information regarding any persons taking part in Instructor's services to any person, organization, firm or corporation. Instructor also agrees not to solicit any person taking part in Instructor's Services in connection with any other services Instructor may perform for any other person, organization, firm or corporation. This paragraph shall survive the termination of this Agreement. Instructor acknowledges and agrees that any electronic data in any form reflecting any swing, motions or actions of professional tour players engaging in the sport of golf stored, located at or acquired from any Landlord locations are for the use of Landlord only. Nothing from any Landlord schools may be copied or in any way used elsewhere at anytime. Furthermore, contractor agrees to return any confidential material borrowed or loaned to contractor upon termination of this agreement.

## INSURANCE

1. At all times during the Term of this Agreement, Instructor shall carry and maintain in full force and effect, at its sole expense, the following insurance policies.
  - a. Comprehensive General Liability insurance in an amount of \$1,000,000 per occurrence including the following coverage: contractual liability, personal injury, broad form property-damage and independent contractors;
  - b. Comprehensive Automobile Liability insurance on all vehicles used in connection with this Agreement, in an amount of \$500,000 combined single limits for bodily injury and property damage per occurrence; and
  - c. Workers' Compensation insurance in accordance with the provisions of the Workers' Compensation Act of the State of Florida for all its employees engaged in golf instruction at the Teaching Facilities.

## **TERM.**

The term of this Agreement shall commence on the Effective Date hereof and shall terminate on **September 30, 2019** or upon thirty days written notice from either party to the other; provided, however, Instructor agrees that any unethical or immoral acts, acts of dishonesty, or any other behaviors deemed unacceptable by Landlord at his sole discretion are grounds for immediate termination of this contract.

## **USE OF TEACHING FACILITIES**

1. Instructor has the right of access to the Teaching Facilities at all reasonable times for the purpose of instructing students in the game of golf. In this regard, Instructor agrees:
  - a. To coordinate with Landlord regarding available times for access and accept Landlord's decision as being final and conclusive on the availability of the Teaching Facilities at any particular time.
  - b. To clean-up any trash or debris resulting from any golf lesson given by Instructor and to leave the Teaching Facilities in the same condition as it existed immediately prior to such golf lesson.
  - c. To safeguard any keys to the Facilities and to keep confidential any alarm or door key codes permitting entry into the Teaching Facilities.

## **PAYMENT FOR USE OF FACILITY**

1. In consideration for use of the Teaching Facilities, Instructor agrees to pay Landlord Monthly rent as follows:
  - a. Monthly rent of \$175, payable by the 10<sup>th</sup> of each month.
  - b. On Course Playing Lessons will be charged a cart fee for the student.
  - c. Golf School & Camp Students will be charged the equivalent of the prevailing Associate Membership rate for golf.
  - d. Instructor is responsible for collecting all cash and credit card fees for service. No club gift certificates or credit can be used for golf instruction.

## **MISCELLANEOUS**

1. Entire Agreement, This Agreement contains the entire agreement between Landlord and Instructor, and no oral statements or prior written matter not specifically incorporated herein shall be of any force and effect. No variation, modification, or changes hereof shall be

binding on any party hereto unless set forth in a document executed by such parties or a duly authorized agent, officer or representative hereof.

2. **Assigns.** This Agreement shall inure to the benefit of and be binding on the parties hereto and their respective legal representatives, successors, and assigns, provided Instructor shall not assign their rights under this Agreement to any person that is not affiliated with Instructor without the written approval of Landlord having been first obtained.
3. **Effective Date.** The date on which this Agreement is executed by the last to sign of Landlord and Instructor shall be the "Effective Date" of this Agreement.
4. **Terminology.** The captions beside the section numbers of this Agreement are for reference only and shall not modify or affect this Agreement in any manner whatsoever. Wherever required by the context, any gender shall include any other gender, the singular shall include the plural, and the plural shall include the singular.
5. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of FLORIDA.
6. **Performance of Agreement.** The obligations under the terms of this Agreement are performable in BREVARD County, FLORIDA.
7. **Venue.** The parties hereto hereby consent that the venue of any action brought under this Agreement shall be in BREVARD, County, FLORIDA provided, however, that venue of such action is legally proper in BREVARD County, FLORIDA.
8. **Severability.** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
9. **Rule of Construction.** The parties acknowledge that each party and its counsel have reviewed and revised this Agreement, and the parties hereby agree that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendments or exhibits hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement as of October 1, 2016  
"Effective Date".

\_\_\_\_\_  
Landlord, LP

By: \_\_\_\_\_



As of: September 13, 2016

	Projected Amt.	Amt. Paid	BALANCE	
<b>A. Regrass Greens - No Till</b>				
1. 1st App of Round Up/Fusilade2	\$500	\$392	\$109	April 4, 2016 (Mon) Normal Play
2. Second App of Round Up/ Fusilade2	\$500	\$392	\$109	April 25, 2016 (Mon) Normal Play
3. Third App of Round Up/ Fusilade2	\$0	\$0	\$0	May 9, 2016 (Mon) Normal Play
4. Double Verticut - or possible Mataway	\$0	\$0	\$0	May 16, 2016 (Mon) Play starts on temp greens
5. Deep Tine Aerification - two directions	\$5,000	\$1,800	\$3,200	May 17, 18, 2016 (Tue, Wed)
6. Fumigate - Basamid Gas	\$42,840	\$36,492	\$6,348	May 19, 20, 2016 (Thur, Fri)
7. Top Dress Greens - Heavy	\$5,000	\$6,941	(\$1,941)	May 24, 25, 2016 (Tues, Wed)
8. Strip sod from collars & Install New Sod	\$24,650	\$24,650	\$0	After July 4th
9. TifGrand sod for collars	\$8,844	\$8,844	\$0	May 31, Jun 1 2016 (Tue, wed)
10. Install TifEagle Springs 35 bushels / 1,000sq ft	\$65,300	\$65,300	\$0	June 6, 7, 8, 2016 (Mon, Tue, Wed)
11. Grow-In (chem/fert)	\$15,000	\$13,469	\$1,531	June 9 - July 31, 2016 (53 days)
SUB TOTAL	\$167,634	\$158,279	\$9,355	
10% Contingency	\$16,763	\$12,699	\$4,064	
TOTAL FOR A. Regrass Greens	\$184,397	\$170,978	\$13,419	
<b>B. Install inboard/outboard heads on greens</b>				
154 part circle heads	\$142,440	\$142,440	\$0	Installation - May 1, 2016 - June 3, 2016
10% Contingency	\$14,244	\$9,400	\$4,844	One green at a time to allow play on other holes
TOTAL FOR B. Irrigation heads	\$156,684	\$151,840	\$4,844	Will use temp green on hole being worked on.
<b>C. Bunker Renovation for #1, #8, #10</b>				
Bunker reno per plan	\$30,000	\$29,364	\$636	After July 4th
<b>***Construction Cost***</b>		<b>\$371,081</b>	<b>\$352,182</b>	<b>\$18,899</b>
<b>Further Consideration:</b>				<b>Accomplishments:</b>
Water Dispenser			\$7,500	1. TifEagle Putting Surfaces - 22 Greens
Waste Bunker / Cart path			\$5,000	2. TifGrand Collars - 20- Greens
#7 Beautification - Phase 2			\$6,399	3. Inboard/Outboard Irrigation heads on greens
				4. Eliminated middle bunker #3
				5. Rebuilt Bunker #8
				6. Rebuilt Bunker #10
				7. Remove 14 trees and cleanup - #6
				8. New Ladies Tee on #11
				9. Level and Resod #16 Tee
				10. 174 Tons for G-Angle Sand for Bunkers
				10. Resod 7,000 Sq. Ft Driving Range Tee - TBD
				11. Plant 6,000 sq ft Muhlee Grass #7 - TBD

Cell: C10

Comment: General Manager VECDD:

Golf Specialties \$2,558  
Golf Specialties \$ 515  
Golf Specialties \$ 1,807  
Golf Specialties - \$1,034  
Golf Specialties - \$1,027

Cell: C14

Comment: General Manager VECDD:

Howard Fertilizer - \$ 339.25  
Pro Plus Fertigation \$1,991.25  
Anderson's - \$3,564.41  
Residex - \$1,080  
Anderson's - \$2,446.50  
Howard Fertilizer - \$850  
Anderson's - \$2,446.50  
Anderson's \$707.25

Cell: C16

Comment: General Manager VECDD:

Pike Creek - \$4,670 for 2 additional boxes of sprigs (400 bsh)  
Green Leaf \$2,000 for tree removal on #6  
Ring Power - equip rental \$2,453  
Pike Creek Additional TifGrand Sod - \$899.14  
Amazon - Spryte Golf - Flag Reflectors - \$301.99  
Prestige Flags - \$900.12  
Residex - Flagsticks & Cups - \$1,386

Cell: C21

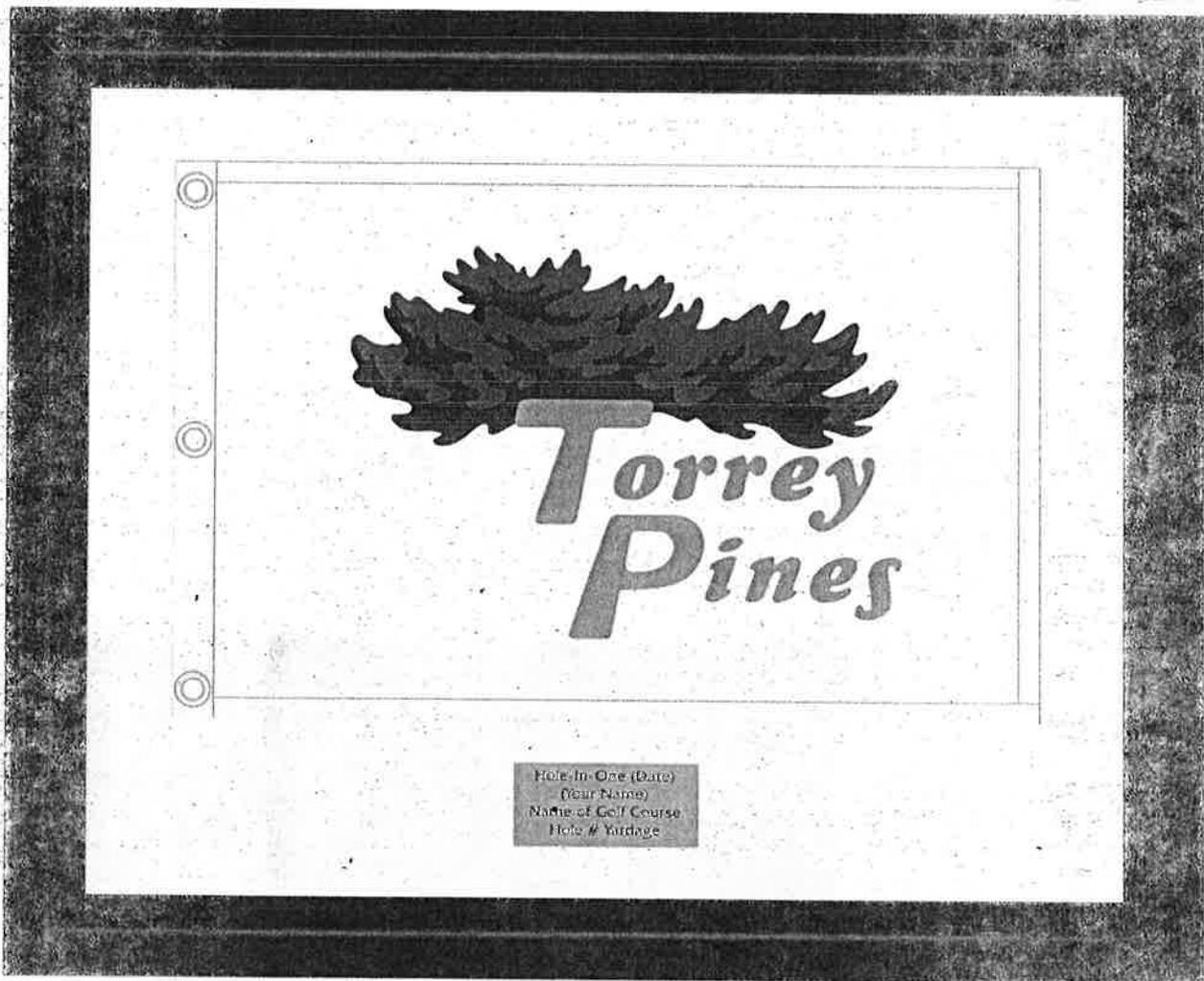
Comment: General Manager VECDD:

\$4,900 - Resod 7,000 sq Range Tee (to be paid)  
\$4,500 - #7 Beautification - Phase 1  
- Pink Muhlee Grass (to be paid)

Cell: C25

Comment: General Manager VECDD:

LANDIRR - #1, #8, #10 reno - \$21,400  
LANDIRR - tee reno #16 - \$4,250  
Golf Ventures - G-Angle Sand - \$863 - Inv x251  
Golf Ventures - G-Angle Sand - \$660.63 - Inv x498  
Golf Ventures - G-Angle Sand - \$667.88 - Inv x462  
Golf Ventures - G-Angle Sand - \$1,574.84 - Inv x456



**(Name of Person)**

Viera East CDD

Board of Supervisors

2008-2016

Bert McCarty, Ph.D.  
Alan Estes, M.S.

## Tropical signalgrass control

Although the old standards are no longer available for tropical signalgrass control in certain areas such as Florida, some newer products offer possible solutions.

Tropical signalgrass (*Urochloa subquadriflora* [Trin.] R.D. Webster; formerly, *Brachiaria subquadriflora*), also known as small-flowered alexandergrass and other names, is a warm-season perennial grass that spreads by stolons and seed. Its leaf blades and sheaths are hairy, and its ligule is a short fringe of hairs (1). The leaf angles and seedhead branching resemble a signal flag, hence, the common name. In the mainland United States, tropical signalgrass ranges predominantly from coastal South Carolina to Texas, including all of Florida, with isolated populations also occurring in Maryland. It is native to tropical Asia and the back with grass, regenerating itself from stolons or seed. In areas lacking frost, tropical signalgrass remains green year-round. In the field, tropical signalgrass germination occurs when soil temperatures reach 77 F (25 C); a soil pH of 5 to 6 is optimal for germination (2). Moisture is required for seed germination, and during extended droughts, tropical signalgrass infestations can be subdued.

Tropical signalgrass infestation can be minimized by careful mapping of infested areas and recording spray applications to ensure proper herbicide application timing. Sanitation practices to minimize spread should include rinsing mowers between fields, controlling tropical signalgrass in ditches, minimizing unnecessary traffic through infested fields and sprigging with weed-free stock. Previous attempts to control tropical signalgrass in the Augustinegrass (*Stenotaphrum secundatum*) have largely been unsuccessful (3). In bermudagrass (*Cynodon* species), repeat applications of members of the organic arseni-



Tropical signalgrass has exploded in areas such as Florida since the ban on MSMA use. Multiple applications of relatively expensive products are now needed for suppression or control. Photos by B. McCarty

### Tropical signalgrass control with spot treatments of Tribute Total

Tribute Total applications <sup>1</sup>	% TSG control, 2013 <sup>1</sup>	
	May 14	June 17
Nontreated	0 c <sup>2</sup>	0 d
2x	39 b	40 c
3x	81 a	51 bc
4x	91 a	85 ab
5x	99 a	98 a

<sup>1</sup>Treatments: March 4, 18 and April 1, 15 and 29, 2013, with 0.073 ounce Tribute Total 80.5 WDG per gallon water applied as 1.5 gallons/1,000-square feet. Methylated seed oil was added at all treatments at 0.5% v/v.

<sup>2</sup>No bermudagrass phytotoxicity was recorded with any treatment.

<sup>3</sup>Values in a column not followed by the same letter are significantly different.

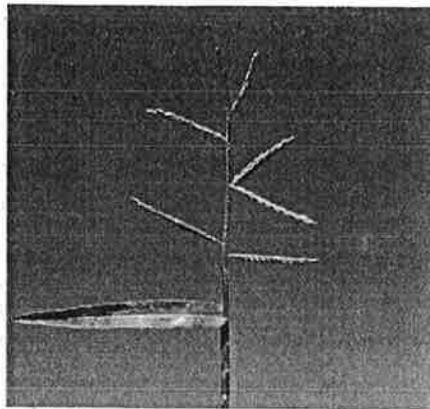
Table 1. Tropical signalgrass (TSG) control with Tribute Total 80.5 WDG spot treatments.

ent herbicide families traditionally provided acceptable suppression/control. However, since these products have been prohibited for use on turf in Florida, an explosion of tropical signalgrass infestations has occurred in that state. The objective of this research was to determine if tropical signalgrass could be controlled in bermudagrass with products that do not contain organic arsenicals.

**Methods**

Two golf courses were used for this research. The first was Collier's Reserve Country Club located in Naples, Fla., and the second was Del Toro Golf and Country Club in North Fort Myers, Fla. Since little success had previously been reported with herbicides that did not contain organic arsenicals (3), we began initial screening of various products in spring 2013.

The products tested included: Tribute Total 60.5 WDG (foramsulfuron + thien-carbazone + haloxyfuron, Bayer), Xonerate 4 SC (picloram, Arysta LifeScience), Dismiss South 4 SC (sulfentrazone + imazethapyr, BASF), Sencor 75 DF (metribuzin, Bayer), Drive XLR8 1.5 L (quinclorac, BASF), Revo 0.19 L (foramsulfuron, Bayer), Celsius 58 WDG (iodosulfuron + dicamba + thien-carbazone, Bayer), Pylex 2.8 SC (topramezone, BASF), simazine 4 L (simazine, several companies), atrazine 4 L (atrazine, several companies), Image 1.5 L (imazaquin, BASF), Onetime 2.45 L (quinclorac + MCPP + dicamba, BASF), and Plateau 70 DG (imazapic,



Tropical signalgrass leaves and seedhead branches typically are at right angles to the main stem, rescribing signaling flags, hence, the common name.

BASF), at single and sequential applications as well as in various combinations. In all studies, methylated seed oil was added at 0.5% v/v, and a pre-emergence herbicide was also added (either indaziflam or prodiamine) to reduce confounding lack of control with subsequent seed germination.

The experimental design was a randomized complete block with four replications and 6.5- x 10-foot (1.9- x 3-meter) plots. Treatments were arranged in a single factor design with the various herbicides serving as treatment levels. All maintenance was performed by the respective golf course management

**Tropical signalgrass control in 2014 after fall Tribute Total treatments**

Tribute Total applications <sup>1</sup>	% TSG control, 2014	
	May 5 <sup>2</sup>	June 9
Nontreated	0 c <sup>3</sup>	0 c
2x	94 b	96 ab
3x	98 a	97 ab
4x	100 a	98 ab
5x	100 a	100 a

<sup>1</sup>Treatments: Sept. 23; Oct. 7, 21; and Nov. 4 and/or 18, 2013, at 1.5 gallons/1,000 square feet with 0.073 ounce Tribute Total per gallon of water. Methylated seed oil was added at all treatments at 0.5% v/v as was 1.5 pounds/acre 21-0-0.

<sup>2</sup>No bermudagrass phytotoxicity was recorded with any treatment.

<sup>3</sup>Values in a column not followed by the same letter are significantly different.

Table 2. Tropical signalgrass (TSG) control in 2014 following fall 2013 Tribute Total 60.5 WDG spot treatments.

**Spring 2014 tropical signalgrass control after fall 2013 treatments**

Treatments <sup>1</sup>	Rate (ounces/acre)	Treatment timing, 2013	% TSG control, 2014	
			May 5 <sup>2</sup>	June 9
Nontreated	-	-	0 c <sup>3</sup>	0 c
Dismiss South 4 SC	7.2	Sept. 23 to Oct. 7	50 b	46 b
Dismiss South 4 SC + Tribute Total 60.5 WDG	7.2 + 3.2	Sept. 23 to Oct. 7	100 a	100 a
Dismiss South 4 SC + Xonerate 4 SC	7.2 + 7.25	Sept. 23 to Oct. 7	98 a	98 a
Dismiss South 4 SC + Tribute Total 60.5 WDG + Xonerate 4 SC	7.2 + 3.2 + 7.25	Sept. 23 to Oct. 7	100 a	100 a

<sup>1</sup>Treatments: All treatments were applied twice: Sept. 23 and Oct. 7, 2013, in 40 gallons/acre. Methylated seed oil was added at all treatments at 0.5% v/v.

<sup>2</sup>No bermudagrass phytotoxicity was recorded with any treatment.

<sup>3</sup>Values in a column not followed by the same letter are significantly different.

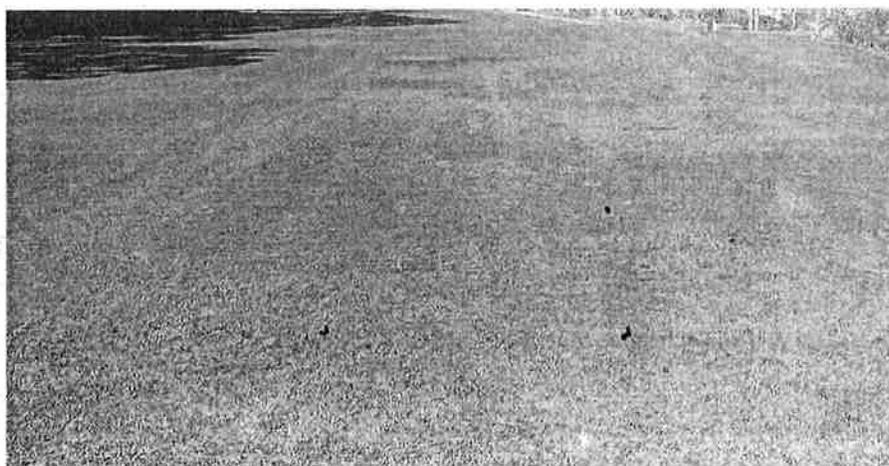
Table 3. Spring tropical signalgrass (TSG) control following fall 2013 treatments with Dismiss South, Tribute Total and Xonerate

ream and typically involved irrigating to avoid drought, 4 pounds of nitrogen/1,000 square feet (19.5 grams/square meter) applied yearly, mowing at 0.75 inch (1.9 centimeters), and no overseeding. From this initial screening, five candidates emerged: Tribute Total, Xonerate, Dismiss South, Revolver and, possibly, Celsius.

The next step was to narrow down optimal application timings and rates, compare single versus sequential applications and evaluate possible treatment combinations. Studies were implemented to compare fall versus spring application timing, to identify the ideal number of applications, to determine if addition of ammonium sulfate (21-0-0 at 1.5 pounds product/acre [1.68 kilograms/hectare]) to herbicides enhanced control, and to screen additional possible alternative herbicides. Bermudagrass phytotoxicity (%) was rated visually, and tropical signalgrass control was calculated from line intersect counts from a 3- x 3-foot (0.9- x 0.9-meter) grid randomly placed in each plot.

*Application timing/number*

After our initial screening, we began focusing on products showing the most promise. Tribute Total was identified as one of these; thus, we started examining the number of applications necessary to provide >90% control. Our first study in spring 2013 determined four applications were needed to provide this level of control (Table 1). As the season progressed, only the five-application regime



One of many study sites with heavy tropical signalgrass infestation (the light green grass) in a bermudagrass fairway.

was able to provide this level of control. The label currently allows broadcast applications to total 6.4 ounces/acre (448 grams/hectare) throughout a growing season. However, spot treatments are allowed beyond that, using 0.073 ounce of product per gallon of water (8.0 grams/liter), creating weeds until they are wet, and only spot-treating up to one-quarter of the entire infestation area. For example, treatment of up to 10,000 non-continuous square feet per acre (2,295 square meters/hectare) is considered a "spot treatment."

When similar treatments were applied in the fall, tropical signalgrass control >90% was obtained the following spring with only two Tribute Total applications (Table 2). Excellent control remained six months after the last fall application.

Additional studies were conducted examining the efficacy of fall applications with other products. Table 3 lists tropical signalgrass control in spring following applications

the previous fall. To obtain >90% control six months later, two applications of Dismiss South 4 SC at 7.2 ounces/acre (0.53 liter/hectare) plus either Tribute Total at 3.2 ounces/acre (224 grams/hectare) or Xonerate 4 SC at 7.25 ounces/acre (0.53 liter/hectare) provided this. The three-way combination of these products also provided excellent tropical signalgrass control but was similar to the listed two-way combination treatments.

In a study examining two fall applications of Xonerate alone or with Tribute Total, 10 and 14.5 ounces/acre (0.73 and 1.05 liter/hectare) of Xonerate 4 SC provided >90% tropical signalgrass control the following May while lower rates (5 and 7.25 ounces/acre [0.37 and 0.53 liter/hectare]) did not (Table 4). The combination of Xonerate at 7.25 + Tribute Total at 3.2 ounces/acre applied twice in fall also provided excellent tropical signalgrass control the following spring.

Additional studies were performed to de-

**Tropical signalgrass control in 2014 after fall 2013 treatments**

Treatments <sup>1</sup>	Rate (ounces/acre)	Treatment timing, 2013	% TSG control, 2014	
			May 5 <sup>2</sup>	June 9
Not treated	—	—	0 c <sup>3</sup>	0 c
Xonerate 4 SC	5	Sept. 23 to Oct. 7	40 c	25 d
Xonerate 4 SC	7.25	Sept. 23 to Oct. 7	76 ab	70 c
Xonerate 4 SC	10	Sept. 23	95 a	88 abc
Xonerate 4 SC	14.5	Sept. 23	94 a	92 ab
Xonerate 4 SC + Tribute Total 60.5 WDG	7.25 + 3.2	Sept. 23 to Oct. 7	100 a	98 a
Tribute Total 60.5 WDG	3.2	Sept. 23 to Oct. 7	79 a	76 bc

<sup>1</sup>Treatments: Sept. 23 and Oct. 7, 2013, in 40 gallons/acre. Methylated seed oil was added at all treatments at 0.5% v/v.

<sup>2</sup>No bermudagrass phytotoxicity was recorded with any treatment.

<sup>3</sup>Values in a column not followed by the same letter are significantly different.

Table 4. Tropical signalgrass (TSG) control in 2014 following fall 2013 treatments with Xonerate and Tribute Total.

## Spring tropical signalgrass control after fall 2013 Revolver and Celsius treatments

Treatments <sup>†</sup>	Rate (ounces/acre)	Treatment timing	% TSG control, 2014	
			May 5 <sup>‡</sup>	June 9
Nontreated	—	—	0 c <sup>§</sup>	0 c
Revolver 0.19 L	26	Sept. 23 to Oct. 7	95 a	89 a
Celsius 68 WDG	4.9	Sept. 23 to Oct. 7	71 b	67 b
Revolver 0.19 L + Celsius 68 WDG	26 + 4.9	Sept. 23 to Oct. 7	96 a	86 a

<sup>†</sup>Treatments: All treatments were applied twice: Sept. 23 and Oct. 7, 2013, in 40 gallons/acre. Methylated seed oil was added at all treatments at 0.5% v/v as was 1.5 pounds/acre 21-0-0.

<sup>‡</sup>No bermudagrass phytotoxicity was recorded with any treatment.

<sup>§</sup>Values in a column not followed by the same letter are significantly different.

Table 5. Spring tropical signalgrass (TSG) control following fall 2013 Revolver and Celsius treatments with 21-0-0 added.

examine if other herbicides might provide desirable tropical signalgrass control. Table 5 lists a screening of Revolver and Celsius alone and in combination and the resulting tropical signalgrass control. Herbicides were applied twice in fall with subsequent spring ratings provided. Two applications of Revolver 0.19 L at 26 ounces/acre (1.9 liters/hectare) each provided >90% tropical signalgrass control the following spring as did the combination of Revolver with Celsius 68 WDG at 4.9 ounces/acre (343 grams/hectare). Celsius alone initially provided good tropical signalgrass control but by spring, control was <90%.

### Ammonium sulfate

The next question was, what does adding ammonium sulfate to herbicide treatment bring to the table? This is not a new idea as it has been suggested for decades to improve post-emergence control of certain products, especially on annual weeds. The thought is the addition of ammonium sulfate either partially dissolves the leaf's cuticle, allowing better (more) direct herbicide uptake or possibly causing a more succulent plant to be susceptible to herbicide applications. In one particular study comparing Tribute Total with and without ammonium sulfate, better control was obtained when two applications at the 3.2 ounces/acre rate were applied with ammonium sulfate, but the benefit was much less when additional applications were made at lower rates (Table 6). Inconsistency in providing better results when adding ammonium

## TSG control in 2014 after fall 2013 Tribute Total treatments

Tribute Total Fall 2013 treatments <sup>†</sup>	% TSG control, 2014	
	May 5 <sup>‡</sup>	June 9
Nontreated	0 d <sup>§</sup>	0 c
2× at 3.2 ounces/acre	51 c	36 b
2× at 3.2 ounces/acre + 21-0-0	77 ab	60 ab
3× at 2.13 ounces/acre	81 a	63 ab
3× at 2.13 ounces/acre + 21-0-0	85 a	70 a
4× at 1.6 ounces/acre	82 a	71 a
4× at 1.6 ounces/acre + 21-0-0	86 a	81 a

<sup>†</sup>Treatments: Sept. 23, Oct. 7, 21 and/or Nov. 4, 2013, in 40 gallons/acre. Methylated seed oil was added to all treatments at 0.5% v/v. For treatments with ammonium sulfate, 21-0-0 was added at 1.5 pounds/acre.

<sup>‡</sup>No bermudagrass phytotoxicity was recorded with any treatment.

<sup>§</sup>Values in a column not followed by the same letter are significantly different.

Table 6. Tropical signalgrass (TSG) control in 2014 following various fall 2013 Tribute Total 60.5 WDG treatments with and without the addition of ammonium sulfate (21-0-0).

sulfate is very common. Other parameters such as environmental conditions at the time of applications, pH of solution used, plant growth stage, etc., all are believed to influence whether control is improved following ammonium sulfate addition. Our advice is to do a jar test with the various components mixed together to make sure no adverse reaction will occur. If none occurs, then test a small area first to ensure unacceptable turf phytotoxicity does not occur.

### Spring applications

Although fall applications provided the best tropical signalgrass control, they may not be desirable for superintendents who overseed or are concerned with turfgrass sand voids going into less-than-ideal winter growing conditions. Therefore, we conducted a series of late-winter/early-spring applications and assessed the resulting tropical signalgrass control. Table 7 lists control from early- and mid-April applications. Spring treatments with

>90% tropical signalgrass control in May included: Xonerate 4 SC at 7.25 ounces/acre + Revolver 0.19 L at 26 ounces/acre; Xonerate + Celsius; or Xonerate + Dismiss South (Table 7). Spring treatments providing 80% to 90% tropical signalgrass control in May included: Tribute Total 60.5 WDG at 3.2 ounces/acre; Xonerate 4 SC at 7.25 ounces/acre; Xonerate at 7.25 ounces/acre + Tribute Total at 3.2 ounces/acre; and Revolver at 26 ounces/acre + Celsius at 3.7 ounces/acre (259 grams/hectare). By June, treatments providing >90% control included Xonerate + Revolver, Celsius or Dismiss South. All treatments were applied twice: April 1 followed by April 14.

With the realization that the previously screened products, rates, and multiple applications required to provide desirable tropical signalgrass control tend to be expensive, we also were interested in control for courses that would not object to temporary turfgrass phy-

totoxicity. Table 8 lists several glyphosate 4 L treatment regimens applied in February and resulting tropical signalgrass control. Of the initial treatments applied, only the repeat application of glyphosate at 4 ounces/acre (0.29 liter/hectare) provided >85% control, but the accompanying bermudagrass phytotoxicity was up to 70% for approximately two weeks. This, has provided us some important information on the possibility of using glyphosate for this purpose. We intend to follow up in this area with additional herbicide combination treatments including glyphosate with the hope of reducing the amount and/or time of turfgrass phytotoxicity without sacrificing tropical signalgrass control.

**Conclusions/recommendations**

Overall, the results reported here and many additional studies show that several important and effective means of providing desirable

tropical signalgrass control are available.

- Fall applications are most effective. Two applications about two weeks apart with Tribute Total (3.2 ounces/acre), Revolver 0.19 L (26 ounces/acre), Xonerate 4 SC (10 ounces/acre), Dismiss South 4 SC (14 ounces/acre), possibly Celsius 68 WDG (3.7 ounces/acre) or various combinations thereof, typically provide >90% control through the following spring.
- Spring/summer applications typically are not as effective as fall. In spring/summer, two applications (two weeks apart) of Xonerate 4 L (7.25 ounces/acre) + Tribute Total (3.2 ounces/acre) + 0.5% v/v methylated seed oil is a viable option for control. Other options at this time include Xonerate (7.25 ounces/acre) + Revolver (26 ounces/acre) or possibly glyphosate 4 L (4 ounces/acre) applied twice in late winter. About two weeks of turfgrass phytotoxicity will follow the

**Spring applications for tropical signalgrass control**

Treatments <sup>1</sup>	Rate (ounces/acre)	Treatment timing, 2013	% TSG control, 2014	
			May 6 <sup>2</sup>	June 9
Untreated	—	—	0 d <sup>3</sup>	0 f
Tribute Total 60.5 WDG	3.2	April 1 fb April 14 <sup>4</sup>	84 abc	11 ef
Xonerate 4 SC	7.25	April 1 fb April 14	84 abc	77 ab
Xonerate 4 SC	14	April 1	63 c	58 bc
Revolver 0.19 L	26	April 1 fb April 14	68 bc	33 cde
Celsius 68 WDG	3.7	April 1 fb April 14	24 d	15 ef
Dismiss South 4 SC	7.2	April 1 fb April 14	10 d	11 ef
Tribute Total 60.5 WDG + Xonerate 4 SC	3.2 + 7.25	April 1 fb April 14	59 c	48 bcd
Tribute Total 60.5 WDG + Dismiss South 4 SC	3.2 + 7.2	April 1 fb April 14	84 abc	48 bcd
Xonerate 4 SC + Revolver 0.19 L	7.25 + 26	April 1 fb April 14	100 a	100 a
Xonerate 4 SC + Celsius 68 WDG	7.25 + 3.7	April 1 fb April 14	100 a	100 a
Xonerate 4 SC + Dismiss South 4 SC	7.25 + 7.2	April 1 fb April 14	99 a	88 a
Revolver 0.19 L + Celsius 68 WDG	26 + 3.7	April 1 fb April 14	85 abc	24 def

<sup>1</sup>Treatments: Treatments applied in 2014 in 40 gallons/acre. Methylated seed oil was added at all treatments at 0.5% v/v.

<sup>2</sup>No bermudagrass phytotoxicity was recorded with any treatment.

<sup>3</sup>Values in a column not followed by the same letter are significantly different.

<sup>4</sup>fb, followed by.

Table 7. Spring applications for tropical signalgrass (TSG) control.

## Tropical signalgrass control after spring 2014 glyphosate applications

Treatments <sup>†</sup>	Rate (ounces/acre)	Treatment timing, 2013	% TSG control, 2014		Turf phytotoxicity
			May 5	June 9	
Nontreated	—	—	0 c <sup>‡</sup>	0 c	0
Glyphosate 4 L	2	Feb. 3 to Feb. 24 <sup>§</sup>	56 b	31 ab	~35% for ~2 weeks
Glyphosate 4 L	4	Feb. 3 to Feb. 24	86 a	61 a	~70% for ~2 weeks
Glyphosate 4 L	8	Feb. 3	69 ab	27 bc	~70% for ~3 weeks

<sup>†</sup>Treatments were in 40 gallons/acre.

<sup>‡</sup>Values in a column not followed by the same letter are significantly different.

<sup>§</sup>to, followed by.

Table 8. Tropical signalgrass (TSG) control following spring 2014 glyphosate applications.

glyphosate applications.

Repeat treatments (up to five spot treatments) of Tribute Total with 1.5 pounds/acre 21-0-0 also provides good post-emergent control with spring applications.

Tank-mixing ammonium sulfate (21-0-0) at 1.5 pounds/acre sometimes improves control 5% to 10%.

To lengthen control, include a pre-emergence herbicide such as indaziflam or prodiamine.

#### Future research

All good research typically asks more questions than it initially answers. Certainly this is the case for tropical signalgrass control as research on it was basically ignored for decades since cheap and relatively effective products were available. Additional areas of research we plan on pursuing include the following:

- Continue various combinations and timings of Xonerate, Tribute Total, Dismiss South, Revolver and possibly Celsius with fall, winter and spring applications.
- Explore more closely the possibility of late winter or spring timings of glyphosate rates alone and/or with other products to provide desirable tropical signalgrass control but with less turf phytotoxicity.
- Expand treatments into St. Augustinegrass, especially infested with signalgrass and crabgrass as many courses have St. Augustinegrass areas on or adjacent to their facilities. Being able to control both grassy weeds would be desirable as post-emergence selective control of either is difficult to obtain.
- Other treatments as we learn more.

*Note:* Readers should be aware of the herbicide formulations used. For example, the 4 SC formulation of Xonerate was used in all studies and not the 70 WDG.

#### Funding

Financial support was provided by Sheryl Wells and Bruce Spesard (Bayer Crop Science), Kathie Kalmowitz (BASF), Tim Murphy and Doug Houseworth (Arysta Life Sciences), and Bobby Walls (FMC).

#### Acknowledgments

This work would not have occurred without the cooperation of Matt Mihelich at Del Tura Golf and Country Club in North Fort Myers, Fla., and Nick von Hofen at Collier's Reserve Golf Course in Naples, Fla.

Much appreciation is also extended to Jason Franks and Derek Settle (Bayer); Greg Reynolds (Arysta Life Sciences); Lee Crosby, Wes Harr, Steve Durand and Raymond Snyder (Harrell's Fertilizer); John Cisar (University of Florida); Todd Bunnell (ValleyCrest); and Todd Lowe (USGA) for their cooperation, input and interest in this project.

#### Literature cited

1. McCarty, L.B., J. Everest, D. Hall, et al. 2008. *Color Atlas of Turfgrass Weeds*. 2nd ed. Wiley & Sons, Hoboken, N.J.
2. Tauton, T.C., C.L. Main, T.C. Mueller, et al. 2005. Prediction modeling for tropical signalgrass (*Urochloa subquadriflora*) emergence in Florida. Online. *Applied Turfgrass Science* doi:10.1094/ATS-2005-0425-01-BR.
3. Tauton, T.C., J.B. Unruh, B.J. Brecke, et al. 2004. Tropical signalgrass (*Urochloa subquadriflora*) control

with pre-emergence- and post-emergence-applied herbicides. *Weed Technology* 18: 419-425.

Bert McCarty (bmccarty@clermson.edu) is a professor and Alan Estes is a research associate at Clemson University, Clemson, S.C.

## The RESEARCH SAYS

- Fall applications are most effective. Two applications about two weeks apart with Tribute Total; Revolver 0.19 L; Xonerate 4 SC; Dismiss South 4 SC; and, possibly, Celsius 68 WDG or various combinations thereof, typically provide >90% control through the following spring.
- Spring/summer applications typically are not as effective as fall. Glyphosate is an option, but will cause about two weeks of turfgrass phytotoxicity.
- Repeat applications (up to five spot treatments) of Tribute Total with 1.5 pounds/acre 21-0-0 also provides good post-emergence control with spring applications.
- Tank-mixing ammonium sulfate (21-0-0) at 1.5 pounds/acre sometimes improves control 5% to 10%.
- To lengthen control, include a pre-emergence herbicide such as indaziflam or prodiamine.

# Viera East

## Community Development District

### Summary of Invoices September 20, 2016

Fund	Date	Check No.s	Amount
<i>General</i>	8/18/16	2978-2979	\$ 10,121.56
	8/25/16	2980-2983	\$ 112,188.94
	9/1/16	2984-2985	\$ 51.96
	9/8/16	2986-2988	\$ 9,717.87
	9/14/16	2989-2993	\$ 11,435.23
<u>Sub-Total</u>			<u>\$ 143,515.56</u>
<i>Capital Reserve</i>	9/1/16	34	\$ 2,853.35
<u>Sub-Total</u>			<u>\$ 2,853.35</u>
<i>Golf Course</i>	8/18/16	23764-23790	\$ 35,808.35
	8/25/16	23791-23806	\$ 7,096.89
	9/1/16	23807-23835	\$ 15,929.76
	9/8/16	23836-23851	\$ 5,248.09
	9/14/16	23852-23856	\$ 3,166.54
<u>Sub-Total</u>			<u>\$ 67,249.63</u>
<b>Total Invoices for Approval</b>			<b>\$ 213,618.54</b>

VIERA EAST-GENERAL FUND  
 FRANK A VIERA EAST-GF

CHECK DATE	YRNG	DPT	SUB	SUBCLASS	EXPENSED TO	INVOICE	DATE	INVOICE	YRNG	DPT	SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK #
8/01/16	280	201608	310-51300-34000		MANAGEMENT FEES-AUG16		8/01/16	290	201608	310-51300-35100				*	9,042.83	
8/01/16	290	201608	310-51300-35100		COMPUTER TIME-AUG16		8/01/16	280	201608	310-51300-51000				*	83.33	
8/01/16	280	201608	310-51300-51000		WEBSITE ADMIN-AUG16		8/01/16	280	201608	310-51300-51000				*	200.00	
8/01/16	280	201608	310-51300-51000		OFFICE SUPPLIES		8/01/16	280	201608	310-51300-42500				*	22.50	
8/01/16	280	201608	310-51300-42500		COPIES									*	86.40	
GOVERNMENTAL MANAGEMENT SERVICES																
8/18/16	00010	7/31/16	19848	201608	330-53800-47100	SCRUB JAY PRESERVE-JUL16								*	125.00	9,435.06 002978
		7/31/16	19850	201608	330-53800-47100	GENERAL SERVICES-JUL16								*	561.50	
KEVIN L ERWIN CONSULTING																
8/25/16	00179	8/05/16	16-0063	201608	340-53800-47300	REMOVE WOODSIDE PARK DOCK								*	3,000.00	686.50 002979
EAST COAST DOCKS, INC.																
8/25/16	00006	8/09/16	5-506-58	201608	310-51300-42000	GMS TO SEA								*	17.09	3,000.00 002980
FEDEX																
8/25/16	00017	8/22/16	08222016	201608	300-20700-10000	PAYROLL 7/29/16								*	11,592.07	17.09 002981
		8/22/16	08222016	201608	300-20700-10000	PAYROLL 8/12/16								*	11,809.28	
		8/22/16	08222016	201608	300-20700-10000	AP 7/20/16								*	1,540.85	
		8/22/16	08222016	201608	300-20700-10000	AP 7/27/16								*	4,068.37	
		8/22/16	08222016	201608	300-20700-10000	AP 8/4/16								*	2,812.83	
		8/22/16	08222016	201608	300-20700-10000	AP 8/10/16								*	758.80	
		8/22/16	08222016	201608	300-20700-10000	AP 8/18/16								*	4,736.81	
VIERA EAST CDD - GOLF COURSE																
8/25/16	00160	8/18/16	08182016	201608	340-58100-10300	PRIOR YEAR EXCESS FUNDS								*	66,540.00	37,319.01 002982
		8/22/16	08222016	201608	340-58100-10300	MAINTENANCE RESERVE-AUG16								*	5,212.84	71,852.84 002983

VIERA EAST-GENERAL FUND

VIERA EAST-GENERAL FUND  
BANK A VIERA EAST-GE

CHECK DATE	VENDOR NAME	AMOUNT	STATUS	CHECK #
8/23/16	FEDEX	35.00	*	002984
8/31/16	INES CAMPOS	16.96	*	002985
8/01/16	ECOR INDUSTRIES, INC.	113.29	*	002986
8/01/16	FLORIDA TODAY PAYMENT CENTER	267.66	*	002987
8/01/16	VIERA EAST CDD - GOLF COURSE	1,772.02	*	002988
8/01/16	BOULEVARD TIRE CENTER	156.71	*	002989
8/01/16	FEDEX	22.39	*	002990
8/01/16	FLORIDA TODAY PAYMENT CENTER	511.78	*	002991
8/01/16	FEDEX	9,042.83	*	002992
8/01/16	FEDEX	83.33	*	002993
8/01/16	FEDEX	200.00	*	002994

VIERA EAST-GENERAL FUND

VIERA EAST-GENERAL FUND  
 BANK A VIERA EAST-GE

CHECK DATE	VEND#	INVOICE DATE	INVOICE YRMO	DPT ACCT#	SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK.... AMOUNT
9/01/16	281	201609	310	51300	51000	OFFICE SUPPLIES		*	22.95	
9/01/16	281	201609	310	51300	42000	POSTAGE		*	2.41	
9/01/16	281	201609	310	51300	42500	COPIES		*	332.70	
9/14/16	00010	9/01/16	19857	201609	330	53800-47100	GENERAL SERVICES-AUG16	*	1,060.13	9,684.22 002992
GOVERNMENTAL MANAGEMENT SERVICES										
KEVIN L ERWIN CONSULTING										1,060.13 002993

TOTAL FOR BANK A 143,515.56  
 TOTAL FOR REGISTER 143,515.56

VIERA EAST-GENERAL FUND

CHECK DATE	VENDOR	INVOICE DATE	INVOICE	EXPENSED TO	TRM	DPT	ACCT#	SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK #
8/17/16	00021	8/17/16	PINVO086	201608	320	-538	00-60000			BUNKER SAND	*	1,524.84	
8/17/16		8/17/16	PINVO086	201608	320	-538	00-60000			BUNKER SAND	*	667.88	
8/17/16		8/17/16	PINVO086	201608	320	-538	00-60000			BUNKER SAND	*	660.63	
GOLF VENTURES, INC.												2,853.35	
TOTAL FOR BANK C												2,853.35	
TOTAL FOR REGISTER												2,853.35	

VIERA EAST - WHITE



\*\*\* CHECK DATES \*\*\* INVOICE DATE INVOICE YEMC DPT ACQ1# SUB SUBCLASS VENDOR NAME STATUS AMOUNT \*\*\*\*\*CHECK..... # AMOUNT

CHECK DATE	YEMC	DPT	ACQ1#	SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	*****CHECK..... #	AMOUNT
8/18/16	00075					RESTAURANT FUEL-JUL16	*	111.88		111.88
8/10/16	00635					FLORIDA CITY GAS	*	682.65		682.65
8/10/16							*	682.65		682.65
8/10/16							*	462.09		462.09
8/10/16							*	181.79		181.79
8/10/16							*	104.05		104.05
8/10/16							*	16.85		16.85
8/10/16							*	2,208.91		2,208.91
8/10/16							*	552.23		552.23
8/10/16							*	27.31		27.31
8/18/16	00587					FPL	*	4,918.53		4,918.53
8/12/16							*	279.63		279.63
8/12/16							*	137.73		137.73
8/12/16							*	1,053.12		1,053.12
8/12/16							*	480.10		480.10
8/12/16							*	15.48		15.48
8/18/16	00194					GLOVER OIL COMPANY INC	*	1,966.06		1,966.06
8/01/16							*	513.15		513.15
8/18/16	01127					GOLF VENTURES INC	*	3,673.07		3,673.07
8/10/16							*	2,152.76		2,152.76
8/10/16							*	532.45		532.45
8/10/16							*	6,458.23		6,458.23

VIERA VIERA ASSISTANCE BENEFIT

HEALTHFIRST HEALTH PLAN

...CHECK...  
AMOUNT

AMOUNT

STATUS

VENDOR NAME

SUECLASS

EXPENSED TO...

INVOICE DATE

CHECK VENDOR

8/18/16	01324	8/16/16	08162016	201608	320-57200-48000	MARKETING-AUG16	MARKETING	201608	390-57200-46000	NEPAIR, LLC	*	23.87	023778
8/16/16	01324	8/16/16	08162016	201608	300-15500-10000	MARKETING-SEP16	MARKETING	201608	390-57200-51100	NEPAIR, LLC	*	139.90	
8/16/16	01324	8/16/16	08162016	201608	300-13100-10400	G/C SUPPLIES	G/C SUPPLIES	201608	390-57200-51100	NEPAIR, LLC	*	301.99	
8/16/16	01324	8/16/16	08162016	201608	390-57200-51100	REFLECTORS	REFLECTORS	201608	390-57200-51100	NEPAIR, LLC	*	42.56	
8/16/16	01324	8/16/16	08162016	201608	340-57200-51100	G/C SUPPLIES	G/C SUPPLIES	201608	340-57200-51100	NEPAIR, LLC	*	133.68	
8/16/16	01324	8/16/16	08162016	201608	340-53600-41000	P/S SUPPLIES	P/S SUPPLIES	201608	340-57200-51100	NEPAIR, LLC	*	104.00	
8/16/16	01324	8/16/16	08162016	201608	340-57200-51100	CDD CELL PHONES	CDD CELL PHONES	201608	340-57200-51100	NEPAIR, LLC	*	229.56	
8/16/16	01324	8/16/16	08162016	201608	310-51300-42000	P/S MONITOR	P/S MONITOR	201608	310-51300-42000	NEPAIR, LLC	*	94.00	
8/16/16	01324	8/16/16	08162016	201608	340-57200-51100	STAMPS	STAMPS	201608	340-57200-51100	NEPAIR, LLC	*	116.20	
8/16/16	01324	8/16/16	08162016	201608	320-57200-48000	RETURN MONITOR	RETURN MONITOR	201608	320-57200-48000	NEPAIR, LLC	*	174.95	
8/16/16	01324	8/16/16	08162016	201608	340-57200-51100	SIGN PERMIT	SIGN PERMIT	201608	340-57200-51100	NEPAIR, LLC	*	14.23	
8/16/16	01324	8/16/16	08162016	201608	310-51300-51000	P/S SUPPLIES	P/S SUPPLIES	201608	310-51300-51000	NEPAIR, LLC	*	39.39	
8/16/16	01324	8/16/16	08162016	201608	320-57200-48000	OFFICE SUPPLIES	OFFICE SUPPLIES	201608	320-57200-48000	NEPAIR, LLC	*	1,400.00	
8/16/16	01324	8/16/16	08162016	201608	98.5 BEACH MARKETING	98.5 BEACH MARKETING	98.5 BEACH MARKETING	201608	98.5 BEACH MARKETING	NEPAIR, LLC	*	3,647.06	023780

VOID CHECK

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

REGIONS BANK

RESIDEX LLC

VIERA VIERA EAST SWIFT

YEAR-TO-DATE ACCOUNTS PAYABLE PERIOD: COMPUTER CHECK REGISTER RUN 9/21/16  
VIERA EAST-GOLF COURSE  
BANK B VIERA EAST-GOLF

CHECK DATE	CHECK #	INVOICE DATE	INVOICE #	EXPENSED TO YRMO	DPT	ACCT#	SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK AMOUNT
8/05/16	01224	8/05/16	77001905	201608	390-57200-	47500			FUNGICIDE/INSECTICIDE-AUG	*	1,311.12	
8/05/16		8/05/16	77071905	201608	300-15500-	10000			FUNGICIDE/INSECTICIDE-SEP	*	1,311.11	
8/16/16		8/16/16	77200805	201608	390-57200-	47500			HERBICIDE-AUG16	*	471.29	
8/16/16		8/16/16	77200805	201608	300-15500-	10000			HERBICIDE-SEP16	*	471.28	
SITE ONE LANDSCAPE SUPPLY												
8/18/16	01210	8/06/16	80404485	201608	310-51300-	51000			OFFICE SUPPLIES	*	37.16	
8/18/16		8/06/16	80404485	201608	340-53800-	51000			OFFICE SUPPLIES	*	71.48	
STAPLES ADVANTAGE												
8/18/16	00130	8/03/16	60803072	201608	390-57200-	51100			CONE CUPS	*	76.03	
SYSCO												
8/18/16	01257	8/01/16	43555	201608	320-57200-	51100			GOLF DECALS	*	108.17	
8/18/16		8/01/16	43591	201608	320-57200-	46000			SERVICE CALL	*	100.00	
THOR GUARD, INC.												
8/18/16	00125	8/01/16	90280329	201608	300-14200-	10000			P/S INVENTORY	*	65.80	
TITLEIST												
8/18/16	00831	8/05/16	155577	201608	340-53800-	49000			DEEP WATER SIGNS	*	206.00	
TRESE PRINTING INC												
8/18/16	00117	8/03/16	40733000	201608	390-57200-	46000			HYDRAULIC MOTOR	*	381.11	
8/18/16		8/04/16	40733360	201608	390-57200-	46000			HYDRAULIC VALVES	*	422.94	
8/18/16		8/10/16	40734424	201608	390-57200-	46000			ROLLERS	*	381.06	
8/18/16		8/11/16	40734687	201608	390-57200-	46000			ROLLERS	*	381.19	
WESCOURF INC.												
8/18/16	01037	8/10/16	15542400	201608	390-57200-	41000			MAINT PHONE SERVICE-BEGL	*	303.51	
WINDSTREAM COMMUNICATIONS, INC												
											1,566.30	023788
											303.51	
											303.51	023788

VIERA EAST-GOLF COURSE

YEAR-TO-DATE ACCOUNTS PAYABLE PREPARED BY COMPUTER CHECK REGISTER RUN 9/21/16

VIERA EAST-GOLF COURSE  
BANK B VIERA EAST-GOLF

CHECK #	DATE	INVOICE #	EXPENSED TO...	YRMO	DPT	ACCT#	SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK #
8/18/16 01363	8/01/16	08012016	IRRIGATION SYSTEM	201608	390	57200	47100		RAINBIRD INTERNATIONAL SERVICES	*	1,766.00	1,766.00 023790
8/25/16 00782	8/23/16	13433	P/S MATS	201608	340	57200	51100			*	25.50	
	8/23/16	13433	G/C MATS	201608	320	57200	51100			*	64.59	
8/25/16 00024	8/16/16	74699-11	WATER/SEWER-AUG16	201608	340	53800	47300		A LINEN CONNECTION	*	259.59	90.09 023791
	8/17/16	150351-1	WATER/SEWER-AUG16	201608	320	57200	43000			*	62.63	
	8/17/16	150351-1	WATER/SEWER-AUG16	201608	330	57200	43000			*	62.63	
	8/17/16	150351-1	WATER/SEWER-AUG16	201608	350	57200	43000			*	62.64	
	8/17/16	313093-7	WATER/SEWER-AUG16	201608	390	57200	43000			*	323.08	
8/25/16 00101	8/16/16	93485203	P/S INVENTORY	201608	360	57200	54100		CITY OF COCOA UTILITIES	*	327.50	770.57 023792
8/25/16 00031	8/01/16	08012016	FICTITIOUS NAME REG.	201608	320	57200	54000		CUTTER & BUCK INC	*	80.00	327.50 023793
8/25/16 01005	8/11/16	88884	P/S INVENTORY	201608	300	14200	10000		DEPARTMENT OF STATE	*	88.00	80.00 023794
8/25/16 01337	8/17/16	313392	TRIM OAK TREE	201608	330	52600	49400		GLOVE IT LLC	*	300.00	88.00 023795
8/25/16 01360	8/22/16	19220	P/S INVENTORY	201608	300	14200	10000		GREENLEAF LANDSCAPE & IRRIGATION	*	149.80	300.00 023796
8/25/16 00776	8/18/16	78433	RANGE KEYS	201608	350	57200	51300		LINKSOUL	*	515.40	149.80 023797
									RANGE SERVANT AMERICA, INC	*	515.40	515.40 023798

VIERA EAST-GOLF COURSE

09/20/2016 - 09/20/2016 \*\* VIERA EAST GOLF COURSE  
 VIERA EAST GOLF COURSE  
 BANK # VIERA EAST-GOLF

DATE	INVOICE #	EXPENSED TO	INVOICE DATE	DEPT	ACCT#	SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK #
8/13/16	01110	ENVELOPES	8/13/16	80405411	201608	310-51300-51000			*	7.39	
8/25/16	00487	INSTALL SINK	8/12/16	177931	201608	320-57200-46000		STAPLES ADVANTAGE	*	395.00	7.39 023793
8/25/16	00130	PARK TOILET SEAT	8/19/16	60819047	201608	340-53800-47300		SUN PLUMBING INC	*	43.98	
8/19/16	00819047	G/C SUPPLIES	8/19/16	60819047	201608	320-57200-51100			*	498.07	
8/25/16	00125	P/S INVENTORY	8/19/16	90298062	201608	300-14200-10000			*	512.96	542.05 023801
8/25/16	00831	ENVELOPES	8/16/16	155763	201608	320-57200-51000		TITLEIST	*	389.76	512.96 023802
8/16/16	155804	GOLF COUPONS	8/16/16	155804	201608	320-57200-42500			*	239.88	
8/25/16	01165	SEP INSURANCE PREMIUM S/C	8/11/16	41293246	201608	390-57200-22000		TRESE PRINTING INC	*	298.38	629.64 023803
8/11/16	41293246	SEP INSURANCE PREMIUM S/C	8/11/16	41293246	201608	340-57200-22000			*	33.62	
8/11/16	41293246	SEP INSURANCE PREMIUM P/S	8/11/16	41293246	201608	320-53800-22000			*	99.10	
8/11/16	41293246	SEP INSURANCE PREMIUM LDM	8/11/16	41293246	201608	340-53800-22000			*	266.45	
8/25/16	01328	MAIL ADVERTISING	8/15/16	30871-1	201608	320-57200-48000		UNITED HEALTHCARE INSURANCE COMPANY	*	1,350.00	697.55 023804
8/22/16	01270	MAINTENANCE RESERVE-AC	8/22/16	08222016	201608	390-56000-10300		VALPAK MARKETING INC	*	640.94	1,350.00 023805
9/01/16	01384	INSECTICIDE	8/15/16	29454487	201608	390-57200-47500		VIERA EAST C/O STATE BOARD OF ADMIN	*	688.00	640.94 023806

VIERA EAST GOLF COURSE

CHECK DATE	VEND#	INVOICE DATE	YRMO	DPT	ACCT#	SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK#
9/01/16	00065	8/16/16	03112360	201608	390-57200-41000			MAINTE INTERNET-AUG16	*	49.50	
9/01/16		8/16/16	03112360	201608	340-53800-41000			MAINTE INTERNET-AUG16	*	49.50	
9/01/16		9/01/16	03028310	201609	320-57200-34100			TV/INTERNET-SEP16	*	433.58	
BRIGET HOUSE NETWORKS											
9/01/16	00024	8/22/16	150331-1	201608	320-57200-43000			WATER/SEWER-AUG16	*	66.64	532.58 023808
CITY OF COCOA UTILITIES											
9/01/16	01132	8/21/16	3682663-	201608	340-57200-22000			SEP INSURANCE PREMIUM P/S	*	17.37	
9/01/16		8/21/16	3682663-	201608	390-57200-22000			SEP INSURANCE PREMIUM G/C	*	109.01	
9/01/16		8/21/16	3682663-	201608	340-53800-22000			SEP INSURANCE PREMIUM CDD	*	86.67	
9/01/16		8/21/16	3682663-	201608	320-53800-22000			SEP INSURANCE PREMIUM ADM	*	173.16	
COLONIAL LIFE											
9/01/16	00499	8/24/16	MJ12915	201608	340-53800-47900			DUMP & RETURN	*	215.00	386.21 023810
DANNY'S RECYCLING & HAULING, INC.											
9/01/16	00947	8/25/16	8271046	201608	330-57200-46400			PEST CONTROL REST	*	145.83	215.00 023811
9/01/16		8/25/16	8271046	201608	340-57200-46400			PEST CONTROL P/S	*	145.84	
9/01/16		8/25/16	8271053	201608	390-57200-34100			PEST CONTROL G/C	*	118.76	
9/01/16		8/25/16	8271053	201608	320-53800-34100			PEST CONTROL CDD	*	118.76	
ECOLAB PEST ELIMINATION											
9/01/16	01326	8/22/16	3861057-	201608	390-57200-47100			IRRIGATION HEADS	*	319.36	529.19 023812
FIS OUTDOOR											
9/01/16	00236	8/01/16	47719	201608	320-53800-51200			TURFGRASS TRAINING	*	30.00	319.36 023813
9/01/16		8/01/16	47720	201608	320-53800-51200			TURFGRASS TRAINING	*	30.00	
9/01/16		8/01/16	47719	201608	320-53800-51200			TURFGRASS TRAINING	*	30.00	

VIERA --VIERA EAST-- WHITE

CHECK DATE	INVOICE DATE	INVOICE YRMO	EXPENSED DPT	VENDOR NAME	STATUS	AMOUNT	CHECK #
8/01/16	47720	201608	320-53810-51200	FLORIDA TURFGRASS ASSOCIATION	V	30.00	023814
8/11/16	34198	201608	340-57200-42600	FLORIDA STATE GOLF ASSOCIATION	*	118.00	023815
8/29/16	08292016	201608	320-57200-48000	GIFT BASKET	*	85.00	023816
8/26/16	498301	201608	390-57200-46110	GAIL BENTON	*	506.21	023817
8/26/16	498301	201608	340-53800-46100		*	249.33	
8/26/16	498302	201608	390-57200-46110		*	778.06	
8/26/16	498302	201608	340-53800-46100		*	354.70	
8/26/16	498302	201608	350-57200-43100		*	11.44	
8/23/16	66003	201608	390-57200-46000	GLOVER OIL COMPANY INC	*	96.35	1,899.74 023817
8/29/16	66025	201608	390-57200-46000		*	90.71	
8/29/16	66025	201608	390-57200-46110		*	29.90	
8/29/16	66026	201608	340-53800-46000		*	13.50	
8/01/16	01307	201608	390-57200-46000	ISLANDER GOLF SUPPLY, INC.	*	228.59	230.46 023818
8/25/16	08252016	201608	350-57200-46300	JACOBSEN DIVISION OF TEXTRON INC.	*	33.80	228.59 023819
8/25/16	08252016	201608	350-57200-46300		*	3.58	
8/25/16	08252016	201608	320-57200-51100		*	55.73	
8/25/16	08252016	201608	320-57200-46000		*	19.85	

VIERA WEST BAY

CHECK DATE	VEND#	INVOICE DATE	INVOICE YRMO	DPT ACCT#	SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK#
8/25/16		08252016	201608	320-57200-46000				*	17.01	
8/25/16		08252016	201608	320-57200-46000				*	18.03	
8/25/16		08252016	201608	340-53800-51100				*	46.97	
8/25/16		08252016	201608	320-57200-46000				*	24.66	
8/25/16		08252016	201608	320-57200-51100				*	221.81	
8/25/16		08252016	201608	350-57200-51100				*	3.78	
LOWE'S										
9/01/16	01030	19271373	201609	320-57200-34100				*	249.99	410.41 023820
9/01/16		19271373	201609	320-53800-34100				*	249.99	
MODULAR DOCUMENT SOLUTIONS LLC										
9/01/16	01293	INV71142	201608	390-57200-51100				*	270.00	499.98 023821
9/01/16	00128	23319230	201608	390-57200-47400				*	108.84	270.00 023822
RESIDEX LLC										
9/01/16	01334	77154173	201608	390-57200-51100				*	139.38	108.84 023823
8/18/16		77239432	201608	390-57200-47100				*	191.52	
8/18/16		77247670	201608	390-57200-47100				*	131.05	
8/22/16		77285496	201608	390-57200-47100				*	33.66	
8/23/16		77295689	201608	390-57200-47100				*	38.57	
ROCKLEDGE GARDENS										
9/01/16	01210	80406407	201608	310-51300-51000				*	58.77	534.18 023824
SITE ONE LANDSCAPE SUPPLY										
9/01/16	00125	90298874	201608	300-18200-10000				*	256.07	58.77 023825
STAPLES ADVANTAGE										
OFFICE SUPPLIES										
EVS INVENTORY										
TITLEIST										
256.07 023826										

VIEN --VIENA EAST-- BWHITE



VIERA EAST- GOLF COURSE  
 BANK B VIERA EAST-GOLF

CHECK DATE	VENDOR #	INVOICE DATE	INVOICE ARMO	DPT	ACCT#	SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK #
9/01/16	01097	8/20/16	15557860	201608	320-57200-41000			FRONE SERVICE-AUG16	*	940.07	940.07 023833
9/01/16	01137	8/23/16	449366	201608	340-53300-22000			WINDSTREAM COMMUNICATIONS, INC	*	86.24	
								CDD PREMIUM-AUG15			
9/01/16	01331	9/01/16	08-30-S	201609	320-57200-48000			WORKSITE SOLUTIONS	*	2,016.00	86.24 023834
								G/C AD			
9/08/16	00782	9/06/16	14824	201609	340-57200-51100			WSBH 98.5 BEACH FM	*	25.50	2,016.00 023835
								P/S MATS			
9/05/16	14824	9/05/16	201609	320-57200-51100				P/S MATS	*	64.59	
								A LINED CONNECTION			
9/08/16	00987	9/01/16	19042	201609	320-57200-48000			G/C AD-1/4 PAGE	*	465.00	90.09 023836
								BLUEWATER CREATIVE GROUP INC			
9/08/16	01290	9/01/16	61020126	201609	340-53800-46000			EARTH AUGER	*	235.00	465.00 023837
								EARTH AUGER			
9/01/16	61020126	9/01/16	61020126	201609	390-57290-46000			EARTH AUGER	*	218.07	
								BLUE TARP FINANCIAL, INC.			
9/08/16	01258	9/01/16	70675	201609	320-57200-34100			TEE TIME SYSTEM-SEP16	*	284.95	453.07 023838
								CHELSEA INFORMATION SYSTEMS, INC			
9/08/16	01333	8/31/16	08312016	201608	300-34700-00714			GIFT CARD USAGE-AUG 16-31	*	319.80	284.95 023839
								DIVOTS GRILLE			
9/08/16	00078	9/02/16	2960762	201509	330-57200-54600			DISH MACHINE-9/2-10/1	*	87.86	319.80 023840
								ECOLAB			
9/08/16	01196	9/01/16	90889988	201609	350-57200-46300			FRONT AXLE	*	132.94	87.86 023841
								E-Z-GO A TEXTRON COMPANY			
9/08/16	00419	9/01/16	13782	201609	320-57200-48000			2015-2017 MEMBERSHIP	*	995.00	132.94 023842
								FLORIDA SEASIDE COAST GOLF ASSOC			

VIER --VIERA EAST-- BWHITE

CHECK DATE	VEND#	INVOICE DATE	INVOICE AMOUNT	EXPENSED TO	TRMO	DPT	ACCT#	SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	...CHECK... AMOUNT
9/08/16	01355	9/15/16	7054	201609	350-57200	46100				GPS TECHNOLOGIES, INC.	*	936.00	936.00 023844
										GPS LEASE-SEP16			
9/08/16	01350	8/28/16	14358712	201608	350-57200	51300				BALL MACHINE-AUG16	*	235.79	235.79
										MARLIN BUSINESS BANK			235.79 023845
9/08/16	00603	9/01/16	25433	201609	340-53800	46000				THROTTLE CABLE/AIR FILLER	*	39.85	39.85 023846
										ROCKLEDGE MOWER & SERVICE			
9/08/16	01203	9/06/16	832456	201609	340-53800	46000				FLUID/FILTER	*	139.32	139.32
										OIL	*	56.94	56.94
9/08/16	01210	8/27/16	80407562	201608	310-51300	51000				OFFICE SUPPLIES	*	68.83	196.26 023847
										SPACE COAST AUTO SUPPLY, INC			
9/08/16	01261	9/01/16	09012016	201609	300-57200	22500				CONSULTING FEE-SEP16	*	500.00	500.00 023848
										STAPLES ADVANTAGE			68.83 023848
9/08/16	00125	8/26/16	90301372	201608	300-14200	10000				P/S INVENTORY	*	255.65	500.00 023849
										THOMAS TRAMMELL			
9/08/16	00831	8/30/16	155953	201608	300-57200	42500				PIN CARD LOCATIONS	*	187.00	255.65 023850
										TITLEIST			
9/14/16	00390	9/01/16	92660675	201609	300-14200	10000				P/S INVENTORY	*	2,538.94	187.00 023851
										TRESE PRINTING INC			
										P/S INVENTORY	*	49.98	49.98
										P/S INVENTORY	*	172.00	172.00
										P/S INVENTORY CREDIT	*	154.00	154.00
										P/S INVENTORY CREDIT	*		
9/14/16	01322	9/01/16	78614	201609	300-57200	48000				CALLAWAY	*	2,262.92	2,262.92 023852
										G/C RADIO AD			
										CUMULUS-MELBOURNE			117.00 023853

VIER --VIERA EAST-- SWELTE

VIERA EAST- GOLF COURSE  
BANK B VIERA EAST-GOLF

CHECK DATE	VEND#	INVOICE DATE	MEMO	DPT	ACCT#	SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK AMOUNT
9/14/16	00399	9/07/16	MJ13014	201609	340-53850	-47900		DANNY'S RECYCLING & HAULING, INC.	*	215.00	215.00 023854
			DUMP & RETURN								
9/14/16	01033	9/01/16	4280	201609	310-57200	-45000		INSURANCE-GOLF CARTS	*	837.00	
		9/01/16	4482	201609	310-57200	-45000		REMOVE G/C EQUIP	*	200.00	
		9/01/16	4752	201609	310-57200	-45000		REMOVE G/C EQUIP	*	207.00	
9/14/16	00076	9/07/16	14629825	201609	300-13100	-10500		EGIS INSURANCE ADVISORS LLC	*	430.00	023855
			RESTAURANT FUEL-AUG16							141.62	
								FLORIDA CITY GAS			141.62 023856

TOTAL FOR BANK B 67,249.63

TOTAL FOR REGISTER 67,249.63

VIERA EAST- WHITE

Viera East  
Community Development District  
Combined Balance Sheet  
August 31, 2016

Governmental Fund Types

	General	Capital Reserve	Debt Service	Golf Course/Recreation	Totals (Memorandum only)
<b>Assets</b>					
Operating Account	\$256,645	\$65,199	---	\$146,744	\$468,588
Accounts Receivable	---	---	---	\$4,777	\$4,777
Assessment Receivable	---	---	---	---	\$0
Due From Golf Course	\$290	---	---	---	\$290
Due From General Fund	---	---	---	\$12,848	\$12,848
Due From Capital Reserve	---	---	---	---	\$0
Due from Other	---	---	---	---	\$0
Inventory - Pro Shop	---	---	---	\$51,449	\$51,449
<b>Investments:</b>					
Custody Account	---	\$248,945	---	---	\$248,945
Benefit Assessment- Series 2012	---	---	---	\$99,503	\$99,503
Reserve - Series 2012	---	---	---	\$280,983	\$280,983
Bond Service 2006	---	---	\$497,547	---	\$497,547
Improvements (Net of Depreciation)	---	---	---	\$1,221,756	\$1,221,756
Prepaid Expenses- Debt	---	---	---	\$29,583	\$29,583
Prepaid Expenses- Operations	\$5,192	---	---	\$38,127	\$33,319
<b>Total Assets</b>	<b>\$262,127</b>	<b>\$314,144</b>	<b>\$497,547</b>	<b>\$1,875,470</b>	<b>\$2,949,287</b>
<b>Liabilities</b>					
Accounts Payable	\$12,300	\$2,853	---	\$9,445	\$24,598
Accrued Expenses	---	---	---	---	\$0
Deferred Revenue- Season Advance	---	---	---	\$44,650	\$44,650
Deferred Revenue- Special Assessments O&M	---	---	---	\$11,070	\$11,070
Deferred Revenue- Special Assessments Debt	---	---	---	\$46,471	\$46,471
Deposit-Divots Grill	---	---	---	\$8,000	\$8,000
Due to General Fund	---	---	---	\$57	\$57
Accrued Interest Payable	---	---	---	\$62,788	\$62,788
Accrued Principal Payable	---	---	---	---	\$0
Golf Cart Lease Payable	---	---	---	\$12,960	\$12,960
Sales Tax Payable	---	---	---	\$4,917	\$4,917
Due to Golf Course	\$12,848	---	---	---	\$12,848
Due to Debt Service	---	---	---	---	\$0
Due to Capital Reserve	---	---	---	---	\$0
Accrued Payroll Payable	\$6,078	---	---	\$15,225	\$21,307
Bonds Payable - Series 2012	---	---	---	\$4,800,000	\$4,800,000
Bond Drawout	---	---	---	---	---
Deferred Loss	---	---	---	---	---
Deferred Loss	---	---	---	---	---
<b>Total Liabilities</b>	<b>\$262,127</b>	<b>\$314,144</b>	<b>\$497,547</b>	<b>\$1,875,470</b>	<b>\$2,949,287</b>
<b>Fund Equity</b>					
Net Assets	---	---	---	---	---
Fund Balances	---	---	---	---	---
Assigned - First Quarter	\$176,000	---	---	---	\$176,000
Assigned - Prepaid Expenses	\$5,192	---	---	---	\$5,192
Unassigned	\$49,709	\$311,250	---	---	\$380,959
Restricted for Debt Service	---	---	\$497,547	---	\$497,547
<b>Total Liabilities, Fund Equity, Other</b>	<b>\$262,127</b>	<b>\$314,144</b>	<b>\$497,547</b>	<b>\$1,875,470</b>	<b>\$2,949,287</b>

**Viera East**  
**Community Development District**  
 General Fund  
 Statement of Revenues & Expenditures  
 For Period Ending August 31, 2016

	Adopted Budget	Prorated Budget 8/31/16	Actual 8/31/16	Variance
<i>Revenues</i>				
Maintenance Assessments	\$808,157	\$808,157	\$808,157	\$1
Golf Course Administrative Services	\$56,280	\$51,590	\$51,590	\$0
Interest Income	\$100	\$92	\$8	(\$84)
Miscellaneous Income	\$0	\$0	\$1,165	\$1,165
<b>Total Revenues</b>	<b>\$864,536</b>	<b>\$859,838</b>	<b>\$860,920</b>	<b>\$1,082</b>

*Administrative Expenditures*

Supervisors Fees	\$29,587	\$27,121	\$26,799	\$322
Engineering Fees	\$5,000	\$4,583	\$290	\$4,293
Attorney's Fees	\$5,000	\$4,583	\$10,555	(\$5,972)
Dissemination	\$1,000	\$917	\$917	(\$0)
Trustee Fees	\$5,600	\$5,133	\$5,113	\$20
Annual Audit	\$6,500	\$5,958	\$5,688	\$271
Collection Agent	\$2,500	\$2,292	\$2,292	\$0
Management Fees	\$108,515	\$99,472	\$99,471	\$1
Computer Services	\$1,000	\$917	\$917	\$0
Telephone	\$250	\$229	\$0	\$229
Postage	\$1,500	\$1,375	\$2,058	(\$683)
Printing & Binding	\$3,000	\$2,750	\$3,374	(\$624)
Insurance	\$7,510	\$6,884	\$6,210	\$674
Legal Advertising	\$2,500	\$2,292	\$1,151	\$1,141
Other Current Charges	\$1,500	\$1,375	\$1,348	\$27
Office Supplies	\$1,000	\$917	\$1,916	(\$1,000)
Dues & Licenses	\$175	\$160	\$160	(\$0)
Website Maintenance	\$2,400	\$2,200	\$2,200	\$0
<b>Total Administrative</b>	<b>\$184,537</b>	<b>\$169,159</b>	<b>\$170,460</b>	<b>(\$1,301)</b>

**Viera East**  
**Community Development District**  
 General Fund  
 Statement of Revenues & Expenditures  
 For Period Ending August 31, 2016

	Adopted Budget	Prorated Budget 8/31/16	Actual 8/31/16	Variance
<i><u>Operating Expenditures</u></i>				
Salaries	\$113,570	\$104,106	\$99,789	\$4,317
Administrative Fee	\$1,128	\$1,034	\$978	\$56
FICA Expense	\$7,486	\$6,862	\$7,371	(\$509)
Employee Insurance	\$6,006	\$5,506	\$7,047	(\$1,541)
Workers Compensation	\$2,382	\$2,184	\$1,867	\$517
Unemployment	\$853	\$782	\$871	(\$89)
Other Contractual	\$5,100	\$4,675	\$5,222	(\$547)
Training	\$500	\$458	\$590	(\$132)
Dues, Licenses	\$100	\$92	\$0	\$92
Uniforms	\$500	\$458	\$247	\$251
<b>Total Operating</b>	<b>\$137,625</b>	<b>\$126,156</b>	<b>\$123,982</b>	<b>\$2,174</b>

<i><u>Maintenance Expenditures</u></i>				
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	\$35,750	\$14,803	\$20,947
Water Management System	\$99,000	\$90,750	\$88,544	\$2,206
Control Burns	\$15,000	\$13,750	\$0	\$13,750
Contingencies	\$10,000	\$9,167	\$4,731	\$4,235
Fire Line Maintenance	\$5,000	\$4,583	\$1,369	\$2,614
Basin Repair	\$5,000	\$4,583	\$0	\$4,583
<b>Total Maintenance</b>	<b>\$238,000</b>	<b>\$223,583</b>	<b>\$180,450</b>	<b>\$43,134</b>

**Viera East**  
**Community Development District**  
 General Fund  
 Statement of Revenues & Expenditures  
 For Period Ending August 31, 2016

	Adopted Budget	Prorated Budget 8/31/16	Actual 8/31/16	Variance
--	-------------------	----------------------------	-------------------	----------

Grounds Maintenance Expenditures

Salaries	\$135,351	\$124,072	\$118,536	\$6,536
Administrative Fees	\$3,132	\$2,871	\$2,852	\$19
FICA	\$10,254	\$9,400	\$8,453	\$946
Health Insurance	\$23,412	\$21,461	\$18,867	\$2,594
Workers Compensation	\$2,627	\$2,408	\$2,214	\$194
Unemployment	\$2,132	\$1,954	\$1,758	\$196
Telephone	\$1,500	\$1,375	\$1,580	(\$205)
Utilities	\$7,000	\$6,417	\$5,092	\$1,325
Insurance	\$1,162	\$1,065	\$1,954	(\$888)
Repairs	\$15,000	\$13,750	\$9,541	\$4,209
Fuel	\$23,000	\$21,083	\$14,312	\$6,772
Park Maintenance	\$3,000	\$2,750	\$6,243	(\$3,493)
Chemicals	\$5,000	\$4,583	\$2,717	\$1,866
Contingencies	\$1,000	\$917	\$3,905	(\$2,989)
Refuse	\$5,000	\$4,583	\$6,484	(\$1,900)
Office Supplies	\$250	\$229	\$882	(\$653)
Uniforms	\$3,000	\$2,750	\$2,900	(\$150)
Maintenance Reserve - Transfer Out	\$62,554	\$57,341	\$123,981	(\$66,640)
<b>Total Grounds Maintenance</b>	<b>\$304,374</b>	<b>\$279,010</b>	<b>\$332,270</b>	<b>(\$53,261)</b>
<b>Total Expenditures</b>	<b>\$864,536</b>	<b>\$797,908</b>	<b>\$807,162</b>	<b>(\$66,254)</b>
<b>Excess Revenue/(Expenditures)</b>	<b>\$0</b>	<b>\$61,930</b>	<b>\$53,758</b>	<b>(\$8,171)</b>
<b>Beginning Fund Balance</b>	<b>\$0</b>	<b>\$0</b>	<b>\$177,143</b>	<b>\$177,143</b>
<b>Ending Fund Balance</b>	<b>\$0</b>	<b>\$61,930</b>	<b>\$230,901</b>	<b>\$168,971</b>

**Viera East**  
**Community Development District**  
 Capital Reserve Fund  
 Statement of Revenues & Expenditures  
 For Period Ending August 31, 2016

	Adopted Budget	Prorated Budget 8/31/16	Actual 8/31/16	Variance
<u>Revenues</u>				
Interest Income	\$250	\$229	\$2,579	\$2,350
Reserve Funding - Transfer In (General)	\$62,554	\$57,341	\$123,981	\$66,640
Reserve Funding - Transfer In (Golf)	\$28,880	\$26,473	\$22,166	(\$4,308)
<b>Total Revenues</b>	<b>\$91,684</b>	<b>\$84,044</b>	<b>\$148,726</b>	<b>\$64,682</b>
<u>Expenditures</u>				
Capital Outlay	\$0	\$0	\$398,184	(\$398,184)
Transfer Out	\$0	\$0	\$250,000	(\$250,000)
<b>Total Expenditures</b>	<b>\$0</b>	<b>\$0</b>	<b>\$648,184</b>	<b>(\$648,184)</b>
<b>Excess Revenues/(Expenditures)</b>	<b>\$91,684</b>		<b>(\$499,458)</b>	
<b>Beginning Fund Balance</b>			<b>\$810,748</b>	
<b>Ending Fund Balance</b>			<b>\$311,290</b>	

# Viera East Community Development District

Capital Reserve Fund  
Capital Outlay Check Register Detail  
For Period Ending August 31, 2016

Check Date	Vendor	Detail	Amount
<b><u>Capital Outlay</u></b>			
<b><u>FY2015</u></b>			
12/2/14	M&M Professional Grounds	Sod	\$ 3,600
12/2/14	Rockledge Mower	Mower	\$ 420
1/9/15	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	\$ 588
4/3/15	Jimmie Brownlee, LLC	Install Fryer	\$ 212
4/3/15	D&H Magic Air	Repair Ice Machine	\$ 2,152
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	\$ 5,233
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	\$ 12,589
10/2/15	Champions Honda	Kawasaki Mule	\$ 10,845
10/23/15	Wesco Turf, Inc.	Surface Rollers	\$ 9,205
<b>Total Fiscal Year 2015</b>			<b>\$ 126,018</b>
<b><u>FY2016</u></b>			
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

# Viera East Community Development District

Capital Reserve Fund  
Capital Outlay Check Register Detail  
For Period Ending August 31, 2016

Check Date	Vendor	Detail	Amount
4/7/16	Howard Fertilizer Co	Roundup for Greens	\$ 733
5/5/16	Howard Fertilizer Co	Greens Chemicals	\$ 339
3/9/16	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	\$ 72,140
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
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	\$ 4,808
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	\$ 399
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	Residex	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	Bunker 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
Total Fiscal Year 2016			\$ 398,184

**Viera East  
Community Development District**

Capital Reserve Fund  
Capital Outlay Check Register Detail  
For Period Ending August 31, 2016

Check Date	Vendor	Detail	Amount
<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			<u>\$ 250,000</u>

**Viera East**  
**Community Development District**  
 Debt Service Fund  
 Statement of Revenues & Expenditures  
 For Period Ending August 31, 2016

	Adopted Budget	Prorated Budget 8/31/16	Actual 8/31/16	Variance
<b>Revenues</b>				
Special Assessments	\$2,423,170	\$2,423,170	\$2,423,170	\$0
Interest Income	\$100	\$92	-\$2,532	\$2,440
<b>Total Revenues</b>	<b>\$2,423,270</b>	<b>\$2,423,262</b>	<b>\$2,425,702</b>	<b>\$2,440</b>
<b>Expenditures</b>				
Series 2006				
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)
<b>Total Expenditures</b>	<b>\$2,441,685</b>	<b>\$2,441,685</b>	<b>\$2,441,836</b>	<b>(\$151)</b>
<b>Excess Revenues/(Expenditures)</b>	<b>(\$18,415)</b>		<b>(\$16,134)</b>	
<b>Beginning Fund Balance</b>	<b>\$466,966</b>		<b>\$513,680</b>	
<b>Ending Fund Balance</b>	<b>\$448,551</b>		<b>\$497,547</b>	

York, Pa.  
 Community Development District  
 Golf Course/Recreation Fund - Operations  
 Statement of Revenues & Expenditures  
 For Period Ending August 31, 2016

	Arranged Budget		Current Month		Variance	Year-to-Date		Variance
	Budget	Actuals	Budget	Actuals		Budget	Actuals	
<b>Number of Rounds</b>								
Paid Rounds	34,000	2,221	2,414	(193)		27,765	32,283	(4,518)
Member Rounds		294				5,879		
Comp Rounds		370				4,677		
Total Memberships	60	2	2			50	60	(10)
Revenue per Round								
Paid Rounds	\$32	\$23	\$31	(\$8)		\$29	\$32	(\$2)
<b>Revenues</b>								
Greens Fees/Cart Fees	\$1,076,892	\$50,700	\$76,459	(\$25,759)		\$812,946	\$1,022,509	(\$209,563)
Greens Cards - Sales	\$0	\$0	\$0	\$0		\$0	\$0	\$0
Greens Cards - Usage	(\$55,000)	\$0	(\$3,905)	\$3,905		(\$16,303)	(\$52,223)	\$35,920
Gift Cards - Sales	\$0	\$437	\$0	\$437		\$2,654	\$0	\$2,654
Gift Cards - Usage	\$0	(\$1,313)	\$0	(\$1,313)		(\$14,795)	\$0	(\$14,795)
Season Advances/Trail Fees	\$220,050	\$12,989	\$15,624	(\$2,635)		\$153,421	\$208,937	(\$55,517)
Associate Memberships	\$26,075	\$3,002	\$1,851	\$1,151		\$8,813	\$24,758	(\$15,945)
Driving Range	\$60,000	\$3,308	\$4,260	(\$952)		\$51,475	\$56,970	(\$5,495)
Golf Lessons	\$15,000	\$525	\$1,065	(\$540)		\$8,900	\$14,243	(\$5,342)
Merchandise Sales	\$88,000	\$6,825	\$6,958	(\$133)		\$85,574	\$93,051	(\$7,477)
Restaurant	\$2,419	\$477	\$172	\$305		(\$480)	\$2,419	(\$2,900)
Special Assessments - Operations	\$22,527	\$11,070	\$1,877	\$9,193		\$29,842	\$20,649	\$9,193
Miscellaneous Income	\$15,000	\$48	\$1,065	(\$1,017)		\$11,575	\$14,243	(\$2,667)
<b>Total Revenues</b>	<b>\$1,480,963</b>	<b>\$88,066</b>	<b>\$105,426</b>	<b>(\$17,360)</b>		<b>\$1,133,621</b>	<b>\$1,405,556</b>	<b>(\$271,935)</b>
<b>Golf Course Expenditures</b>								
Other Contractual Services	\$18,000	\$1,177	\$1,501	\$324		\$15,437	\$16,499	\$1,061
Travel & Per Diem	\$100	\$0	\$8	\$8		\$0	\$92	\$92
Telephone/Internet	\$11,000	\$940	\$917	(\$23)		\$10,410	\$10,083	(\$328)
Postage	\$750	\$0	\$63	\$63		\$36	\$687	\$652
Printing & Binding	\$1,000	\$570	\$83	(\$486)		\$2,141	\$917	(\$1,225)
Utilities	\$5,000	\$338	\$417	\$79		\$5,108	\$4,583	(\$525)
Repairs & Maintenance	\$6,000	\$541	\$500	(\$40)		\$7,573	\$5,500	(\$2,073)
Pest Control	\$500	\$0	\$42	\$42		\$0	\$458	\$458
Advertising	\$35,000	\$7,953	\$2,919	(\$5,034)		\$25,459	\$32,081	\$6,622
Bank Charges	\$25,000	\$745	\$2,085	\$1,339		\$20,858	\$22,915	\$2,057
Office Supplies	\$1,500	\$427	\$125	(\$302)		\$1,431	\$1,375	(\$56)
Operating Supplies	\$5,000	\$1,013	\$417	(\$596)		\$8,459	\$4,583	(\$3,876)
Meals	\$100	\$0	\$0	\$0		\$0	\$92	\$92
Dues, Licenses & Subscriptions	\$1,000	\$820	\$83	(\$197)		\$1,846	\$937	(\$929)
Drug Testing - All Departments	\$500	\$0	\$42	\$42		\$76	\$458	\$382
Training, Education & Employee Relations	\$1,000	\$0	\$83	\$83		\$2,036	\$917	(\$1,119)
Contractual Services	\$3,500	\$112	\$282	(\$268)		\$2,306	\$3,208	\$902
IT Services	\$1,500	\$0	\$0	\$0		\$208	\$17,462	\$17,462
<b>Total Golf Course Expenditures</b>	<b>\$118,551</b>	<b>\$14,935</b>	<b>\$9,745</b>	<b>(\$4,951)</b>		<b>\$138,597</b>	<b>\$101,905</b>	<b>\$36,692</b>

Vista East  
 Community Development District  
 Golf Course/Recreation Fund - Operations  
 Statement of Revenues & Expenditures  
 For Period Ending August 31, 2016

	Amended Budget	Actuals	Current Month Budget	Variance	Actuals	Year-to-Date Budget	Variance
<b>Restaurant Expenditures</b>							
Salaries	\$991	\$0	\$83	\$83	\$991	\$991	\$0
Administrative Fees	\$72	\$0	\$6	\$6	\$72	\$72	\$0
FICA Expense	\$72	\$0	\$6	\$6	\$72	\$72	\$0
Health Insurance	\$288	\$0	\$24	\$24	(\$414)	\$288	\$702
Workers Compensation	\$19	\$0	\$2	\$2	\$19	\$19	\$0
Unemployment	\$17	\$0	\$1	\$1	\$17	\$17	\$0
Utilities	\$675	\$745	\$48	(\$697)	\$7,710	\$675	(\$7,035)
Repairs & Maintenance	\$75	\$55	\$5	(\$90)	\$2,035	\$75	(\$1,960)
Pest Control	\$142	\$146	\$10	(\$136)	\$1,562	\$142	(\$1,420)
Operating Supplies	\$89	\$0	\$5	\$5	\$69	\$69	\$0
Equipment Lease	\$0	\$87	\$0	(\$87)	\$962	\$0	(\$962)
<b>Total Restaurant Expenditures</b>	<b>\$2,419</b>	<b>\$1,075</b>	<b>\$190</b>	<b>(\$884)</b>	<b>\$13,094</b>	<b>\$2,419</b>	<b>(\$10,675)</b>
<b>Pro Shop Expenditures</b>							
Salaries	\$77,882	\$9,813	\$6,490	(\$9,323)	\$75,685	\$71,389	(\$4,296)
Administrative Fee	\$2,576	\$307	\$215	(\$92)	\$3,065	\$2,361	(\$703)
FICA Expense	\$5,958	\$751	\$496	(\$254)	\$5,790	\$5,461	(\$328)
Health Insurance	\$360	\$36	\$30	(\$6)	\$354	\$330	(\$24)
Workers Compensation	\$1,526	\$179	\$127	(\$51)	\$1,412	\$1,399	(\$14)
Unemployment	\$2,363	\$150	\$199	\$48	\$2,024	\$2,184	\$160
Golf Printing	\$500	\$118	\$42	(\$76)	\$118	\$458	\$340
Utilities	\$8,000	\$683	\$667	(\$16)	\$6,638	\$7,333	\$695
Repairs	\$250	\$0	\$21	\$21	\$0	\$229	\$229
Pest Control	\$1,800	\$146	\$150	\$4	\$1,562	\$1,650	\$88
Supplies	\$2,500	\$312	\$208	(\$104)	\$1,532	\$2,292	\$760
Uniforms	\$750	\$0	\$63	\$63	\$390	\$688	\$298
Dues, Licenses & Subscriptions	\$250	\$0	\$21	\$21	\$0	\$229	\$229
Training, Education & Employee Relations	\$500	\$0	\$42	\$42	\$0	\$458	\$458
Driving Range	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Veterans Program	\$500	\$0	\$42	\$42	\$0	\$458	\$458
<b>Total Pro Shop Expenditures</b>	<b>\$105,735</b>	<b>\$12,494</b>	<b>\$8,811</b>	<b>(\$3,683)</b>	<b>\$98,569</b>	<b>\$95,920</b>	<b>(\$1,649)</b>

Community Development District  
 Golf Course/Recreation Fund - Operations  
 Statement of Revenues & Expenditures  
 For Period Ending August 31, 2019

	Amended Budget	Actuals	Current Month Budget	Variance	Actuals	Year-to-Date Budget	Variance
<b>Cart Facility</b>							
Salaries	\$60,174	\$5,236	\$5,014	(\$222)	\$54,941	\$55,157	\$217
Administrative Fee	\$5,258	\$415	\$438	\$23	\$4,777	\$4,820	\$42
FICA Expense	\$4,603	\$401	\$384	(\$17)	\$4,130	\$4,219	\$89
Workers Compensation	\$1,179	\$95	\$98	\$3	\$1,037	\$1,081	\$44
Unemployment	\$2,978	\$291	\$248	(\$42)	\$2,923	\$2,730	(\$193)
Utilities	\$12,500	\$523	\$1,042	\$517	\$9,326	\$11,458	\$2,132
Fuel	\$500	\$27	\$42	\$15	\$339	\$458	\$119
Cart Lease	\$52,000	\$1,573	\$4,333	\$2,760	\$17,862	\$47,667	\$29,805
Cart Maintenance	\$2,750	\$37	\$229	\$193	\$4,608	\$2,521	(\$2,087)
Cart & Facilities Supplies	\$1,000	(\$776)	\$83	\$860	\$1,515	\$917	(\$599)
Driving Range	\$1,500	(\$929)	\$125	\$1,054	\$8,410	\$1,375	(\$7,035)
Uniforms	\$500	\$0	\$42	\$42	\$375	\$458	\$84
<b>Total Cart Facility</b>	<b>\$144,942</b>	<b>\$6,894</b>	<b>\$12,078</b>	<b>\$5,185</b>	<b>\$110,243</b>	<b>\$132,861</b>	<b>\$22,618</b>
<b>Starter Marshals</b>							
Salaries	\$27,898	\$2,938	\$2,325	(\$613)	\$32,131	\$25,372	(\$6,559)
Administrative Fee	\$2,868	\$290	\$239	(\$51)	\$2,878	\$2,629	(\$249)
FICA Expense	\$2,134	\$225	\$178	(\$47)	\$2,677	\$1,956	(\$721)
Workers Compensation	\$711	\$53	\$59	\$6	\$628	\$652	\$24
Unemployment	\$1,465	\$163	\$122	(\$41)	\$1,681	\$1,343	(\$338)
Uniforms	\$250	\$328	\$21	(\$307)	\$484	\$229	(\$255)
<b>Total Starter Marshals</b>	<b>\$35,326</b>	<b>\$3,997</b>	<b>\$2,944</b>	<b>(\$1,053)</b>	<b>\$40,478</b>	<b>\$32,381</b>	<b>(\$8,097)</b>
<b>Merchandise Sales</b>							
Cost of Goods Sold	\$56,700	\$3,490	\$4,725	\$1,235	\$58,694	\$51,975	(\$6,719)
<b>Total Merchandise Sales</b>	<b>\$56,700</b>	<b>\$3,490</b>	<b>\$4,725</b>	<b>\$1,235</b>	<b>\$58,694</b>	<b>\$51,975</b>	<b>(\$6,719)</b>
<b>Golf Course Maintenance</b>							
Salaries	\$375,393	\$32,209	\$31,283	(\$926)	\$324,910	\$344,110	\$19,200
Administrative Fees	\$9,888	\$756	\$824	\$88	\$7,064	\$9,064	\$2,000
FICA Expense	\$28,718	\$2,990	\$2,992	\$13	\$23,947	\$26,225	\$2,378
Employee Insurance	\$56,217	\$3,102	\$4,685	\$1,583	\$33,361	\$51,532	\$18,171
Workers Compensation	\$7,358	\$573	\$613	\$40	\$5,915	\$6,745	\$829
Unemployment	\$7,175	\$212	\$596	\$386	\$5,588	\$6,577	\$990
Drug Testing	\$420	\$0	\$35	\$35	\$190	\$385	\$195
Consulting Fees	\$6,000	\$500	\$500	\$0	\$5,500	\$5,500	\$0
Telephone/Internet	\$3,200	\$353	\$267	(\$66)	\$3,683	\$2,933	(\$749)
Utilities/Water	\$27,760	\$2,332	\$2,142	(\$190)	\$24,254	\$23,558	(\$695)
Repairs	\$23,000	\$2,674	\$2,667	(\$7)	\$59,865	\$23,333	(\$36,532)
Fuel & Oil	\$45,000	\$2,763	\$3,750	\$987	\$31,341	\$41,250	\$9,909
Pest Control	\$1,500	\$119	\$125	\$6	\$1,413	\$1,375	(\$38)
Mitigation/Drains	\$13,000	\$2,555	\$1,500	(\$1,055)	\$22,025	\$16,500	(\$5,525)

Vista East  
 Community Development District  
 Golf Course/Recreation Fund - Operations  
 Statement of Revenue & Expenditures  
 For Period Ending August 31, 2016

	Amended Budget		Concept Month Budget		Actuals	Year-to-Date Budget	Variance
	Budget	Actuals	Budget	Variance			
Sand and Topsoil	\$15,000	\$0	\$1,250	\$1,250	\$4,714	\$13,750	\$9,036
Flovers/Mulch	\$5,000	\$109	\$417	\$308	\$5,465	\$4,583	(\$882)
Chemicals	\$53,500	\$3,820	\$4,458	\$636	\$28,079	\$49,042	\$20,962
Fertilizer	\$95,000	\$5,203	\$3,750	(\$1,453)	\$65,662	\$41,250	(\$24,412)
Seed/Sod	\$9,000	\$0	\$750	\$750	\$5,946	\$8,250	\$2,305
Trash Removal	\$3,000	\$131	\$250	\$119	\$1,793	\$2,750	\$957
Contingency	\$10,000	\$578	\$833	\$256	\$4,019	\$9,167	\$5,147
First Aid	\$600	\$52	\$50	(\$2)	\$1,153	\$550	(\$603)
Office Supplies	\$500	\$0	\$42	\$42	\$86	\$458	\$372
Operating Supplies	\$8,000	\$948	\$667	(\$281)	\$12,692	\$7,333	(\$5,359)
Training	\$500	\$0	\$0	\$0	\$250	\$0	(\$250)
Janitorial Supplies	\$1,500	\$0	\$125	\$125	\$192	\$1,375	\$1,183
Soil & Water Testing	\$1,200	\$0	\$100	\$100	\$0	\$1,100	\$1,100
Uniforms	\$6,000	\$1,324	\$500	(\$824)	\$10,032	\$5,500	(\$4,532)
Equipment Rental	\$6,000	\$0	\$500	\$500	\$0	\$5,500	\$5,500
Equipment Lease	\$71,412	\$5,951	\$5,951	\$0	\$65,457	\$65,461	\$4
Small Tools	\$500	\$0	\$42	\$42	\$0	\$458	\$458
Truck Maintenance	\$600	\$0	\$50	\$50	\$0	\$550	\$550
IT Services	\$600	\$0	\$50	\$50	\$0	\$550	\$550
<b>Total Golf Course Maintenance</b>	<b>\$854,481</b>	<b>\$68,993</b>	<b>\$71,185</b>	<b>\$2,272</b>	<b>\$734,566</b>	<b>\$782,816</b>	<b>\$48,250</b>
<i>Administrative Expenditures</i>							
Legal Fees	\$1,500	\$0	\$125	\$125	\$0	\$1,375	\$1,375
Arbitrage	\$600	\$50	\$50	\$0	\$550	\$0	\$550
Dissemination	\$1,000	\$83	\$83	(\$0)	\$917	\$917	\$0
Trustee Fees	\$3,750	\$264	\$313	\$49	\$3,454	\$3,438	(\$16)
Annual Audit	\$1,500	\$113	\$125	\$13	\$1,313	\$1,375	\$63
Golf Course Administrative Services	\$56,280	\$4,690	\$4,690	\$0	\$51,590	\$51,590	\$0
Insurance	\$65,000	\$4,824	\$5,417	\$592	\$54,305	\$59,583	\$5,278
Property Taxes	\$6,000	\$851	\$500	(\$351)	\$6,625	\$5,500	(\$1,125)
<b>Total Administrative Expenditures</b>	<b>\$135,630</b>	<b>\$10,875</b>	<b>\$11,303</b>	<b>\$428</b>	<b>\$120,753</b>	<b>\$124,323</b>	<b>\$3,574</b>
Renewal & Replacement	\$28,880	\$641	\$2,407	\$1,756	\$22,166	\$26,475	\$4,308
Operating Reserves	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>Total Reserves</b>	<b>\$28,880</b>	<b>\$641</b>	<b>\$2,407</b>	<b>\$1,756</b>	<b>\$22,166</b>	<b>\$26,475</b>	<b>\$4,308</b>
<b>Total Revenues</b>	<b>\$1,480,963</b>	<b>\$89,066</b>	<b>\$105,426</b>	<b>\$17,360</b>	<b>\$1,330,821</b>	<b>\$1,405,556</b>	<b>\$74,735</b>
<b>Total Expenditures</b>	<b>\$1,480,962</b>	<b>\$120,455</b>	<b>\$123,367</b>	<b>\$914</b>	<b>\$1,301,961</b>	<b>\$1,357,270</b>	<b>\$58,517</b>
<b>Operating Income (Loss)</b>	<b>\$0</b>	<b>(\$30,389)</b>	<b>(\$17,941)</b>	<b>(\$16,006)</b>	<b>(\$166,140)</b>	<b>(\$151,714)</b>	<b>\$14,826</b>

11/15/2015  
 Community Development District  
 Gov. Course/Recreation Fund - Operations  
 Statement of Revenues & Expenditures  
 For Period Ending August 31, 2015

	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)	\$511,178	\$511,178	(\$0)
Interest Income	\$300	\$2	\$25	\$27	\$786	\$275	\$511
Transfer In	\$0	\$100,000	\$0	\$100,000	\$250,000	\$0	\$250,000
Interest Expense	(\$202,949)	(\$16,912)	(\$16,912)	(\$0)	(\$186,036)	(\$186,036)	(\$0)
Principal Expense	(\$355,000)	(\$29,583)	(\$29,583)	(\$0)	(\$325,417)	(\$325,417)	(\$0)
<b>Total Non Operating Revenues/(Expenditures)</b>	<b>\$0</b>	<b>\$100,027</b>	<b>\$0</b>	<b>\$100,027</b>	<b>\$250,511</b>	<b>\$0</b>	<b>\$250,511</b>
Change in Net Assets	\$0	\$65,640	---	---	\$82,171	---	---
Beginning Net Assets	\$0	---	---	---	(\$2,931,874)	---	---
Ending Net Assets	\$0	---	---	---	(\$2,849,702)	---	---

Month End General Fund  
March to March

	October	November	December	January	February	March	April	May	June	July	August	September	Total
Administrative Expenses	\$27	\$86,402	\$31,600	\$10,557	\$11,945	\$14,556	\$14,702	\$5,011	\$46,598	\$0	\$0	\$0	\$808,157
Salaries	\$4,590	\$4,690	\$4,690	\$4,690	\$4,690	\$4,690	\$4,690	\$4,690	\$4,690	\$4,690	\$4,690	\$4,690	\$41,555
Interest Income	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Investment Income	\$0	\$0	\$0	\$0	\$2,935	\$0	\$0	\$0	\$0	(\$1,770)	\$0	\$0	\$1,165
<b>Total Revenues</b>	<b>\$4,617</b>	<b>\$91,092</b>	<b>\$36,290</b>	<b>\$15,354</b>	<b>\$19,571</b>	<b>\$19,246</b>	<b>\$19,392</b>	<b>\$9,701</b>	<b>\$53,186</b>	<b>\$2,920</b>	<b>\$4,690</b>	<b>\$0</b>	<b>\$868,920</b>

Administrative Expenditures

Supervisors Fees	\$2,480	\$2,480	\$2,480	\$2,480	\$2,480	\$2,480	\$2,480	\$2,480	\$3,502	\$1,338	\$2,488	\$0	\$26,799
Engineering Fees	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$290	\$0	\$0	\$0	\$290
Attorney Fees	\$83	\$83	\$83	\$83	\$83	\$83	\$83	\$83	\$2,108	\$4,713	\$83	\$0	\$10,555
Dissemination	\$467	\$467	\$467	\$467	\$467	\$467	\$467	\$463	\$463	\$463	\$463	\$0	\$5,113
Trustee Fees	\$542	\$542	\$542	\$542	\$542	\$542	\$542	\$488	\$488	\$488	\$488	\$0	\$5,188
Annual Audit	\$208	\$208	\$208	\$208	\$208	\$208	\$208	\$208	\$208	\$208	\$208	\$0	\$2,292
Collection Agent Management Fees	\$9,043	\$9,043	\$9,043	\$9,043	\$9,043	\$9,043	\$9,043	\$9,043	\$9,043	\$9,043	\$9,043	\$0	\$99,471
Computer Services	\$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	\$73	\$126	\$73	\$362	\$99	\$373	\$195	\$204	\$113	\$201	\$165	\$0	\$2,058
Printing & Binding	\$135	\$552	\$137	\$380	\$185	\$95	\$146	\$1,224	\$172	\$292	\$86	\$0	\$3,374
Insurance	\$565	\$565	\$565	\$565	\$565	\$565	\$565	\$565	\$565	\$565	\$565	\$0	\$6,210
Legal Advertising	\$0	\$0	\$0	\$185	\$0	\$0	\$425	\$0	\$0	\$160	\$381	\$0	\$1,151
Other Current Charges	\$185	\$118	\$123	\$58	\$137	\$143	\$129	\$123	\$124	\$118	\$110	\$0	\$1,348
Office Supplies	\$104	\$148	\$168	\$243	\$303	\$190	\$238	\$1	\$75	\$272	\$234	\$0	\$1,916
Dues & Licenses	\$15	\$15	\$15	\$15	\$15	\$15	\$15	\$15	\$15	\$15	\$15	\$0	\$160
Website Maintenance	\$200	\$200	\$200	\$200	\$200	\$200	\$200	\$200	\$200	\$200	\$200	\$0	\$2,200
<b>Total Administrative</b>	<b>\$14,184</b>	<b>\$14,400</b>	<b>\$15,354</b>	<b>\$13,578</b>	<b>\$14,650</b>	<b>\$14,487</b>	<b>\$15,972</b>	<b>\$17,459</b>	<b>\$17,630</b>	<b>\$18,241</b>	<b>\$14,611</b>	<b>\$0</b>	<b>\$170,460</b>

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	\$0	\$99,789
Administrative Fees	\$55	\$53	\$111	\$94	\$88	\$94	\$91	\$97	\$96	\$98	\$99	\$0	\$978
FICA Expense	\$500	\$580	\$724	\$697	\$646	\$692	\$670	\$678	\$671	\$717	\$687	\$0	\$7,371
Employee Insurance	\$474	\$474	\$474	\$655	\$966	\$474	\$905	\$905	\$370	\$727	\$548	\$0	\$7,047
Workers Compensation	\$153	\$148	\$184	\$178	\$178	\$179	\$173	\$172	\$167	\$173	\$172	\$0	\$1,867
Unemployment	\$0	\$0	\$50	\$20	(\$9)	\$62	\$60	\$51	\$60	\$42	(\$5)	\$0	\$871
Other Contractual	\$484	\$578	\$417	\$417	\$466	\$434	\$458	\$483	\$438	\$331	\$460	\$0	\$5,222
Training	\$0	\$0	\$0	\$0	\$0	\$430	\$0	\$0	\$0	\$100	\$60	\$0	\$590
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
<b>Total Operating</b>	<b>\$9,658</b>	<b>\$9,658</b>	<b>\$11,433</b>	<b>\$11,335</b>	<b>\$11,406</b>	<b>\$11,888</b>	<b>\$11,901</b>	<b>\$11,856</b>	<b>\$10,849</b>	<b>\$11,915</b>	<b>\$11,454</b>	<b>\$0</b>	<b>\$123,882</b>

West East Central Fund  
Month to Month

	October	November	December	January	February	March	April	May	June	July	August	September	Total
Car Maintenance	\$0	\$0	\$0	\$0	\$5,551	\$0	\$0	\$0	\$0	\$5,556	\$0	\$0	\$11,407
Lake Dam Restoration	\$0	\$0	\$0	\$17,598	\$0	\$22,770	\$16,527	\$0	\$0	\$0	\$0	\$0	\$58,995
Environmental Services	\$4,567	\$63	\$63	\$250	\$63	\$394	\$375	\$0	\$6,038	\$2,105	\$687	\$0	\$14,803
Water Management System	\$7,565	\$7,765	\$9,175	\$7,765	\$7,565	\$8,875	\$7,565	\$7,765	\$8,675	\$8,265	\$7,565	\$0	\$88,544
Control Burn	\$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	\$300	\$0	\$0	\$1,969
Basin Repair	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>Total Maintenance</b>	<b>\$12,132</b>	<b>\$9,497</b>	<b>\$9,237</b>	<b>\$27,816</b>	<b>\$13,179</b>	<b>\$32,239</b>	<b>\$26,466</b>	<b>\$7,765</b>	<b>\$14,713</b>	<b>\$16,467</b>	<b>\$10,939</b>	<b>\$0</b>	<b>\$180,450</b>

Grounds Maintenance Expenditures

Salaries	\$11,155	\$10,805	\$10,322	\$10,528	\$8,386	\$9,416	\$11,223	\$11,659	\$11,366	\$11,230	\$11,845	\$0	\$118,536
Administrative Fees	\$251	\$251	\$259	\$259	\$242	\$259	\$251	\$265	\$263	\$272	\$272	\$0	\$2,852
FICA	\$804	\$778	\$789	\$742	\$595	\$669	\$795	\$830	\$809	\$800	\$841	\$0	\$8,453
Health Insurance	\$1,774	\$1,774	\$1,502	\$2,012	\$1,681	\$1,963	\$1,479	\$1,479	\$1,457	\$1,912	\$1,835	\$0	\$18,867
Workers Compensation	\$211	\$205	\$207	\$199	\$159	\$178	\$212	\$217	\$205	\$204	\$215	\$0	\$2,214
Unemployment	\$18	\$18	\$18	\$573	\$432	\$246	\$159	\$127	\$133	\$13	\$20	\$0	\$1,758
Telephone	\$170	\$164	\$106	\$166	\$50	\$50	\$966	\$154	\$50	\$154	\$154	\$0	\$1,580
Utilities	\$411	\$563	\$460	\$399	\$346	\$453	\$476	\$475	\$441	\$515	\$552	\$0	\$5,092
Insurance	\$155	\$155	\$155	\$155	\$155	\$155	\$155	\$155	\$409	\$155	\$155	\$0	\$1,954
Repairs	\$706	\$1,226	\$190	\$1,056	\$141	\$0	\$483	\$495	\$4,440	\$613	\$189	\$0	\$9,541
Fuel	\$975	\$1,607	\$1,259	\$1,259	\$799	\$1,096	\$1,239	\$1,303	\$1,359	\$1,870	\$1,222	\$0	\$14,312
Park Maintenance	\$319	\$151	\$146	\$160	\$209	\$338	\$154	\$155	\$1,143	\$147	\$3,320	\$0	\$6,243
Chemicals	\$95	\$410	\$358	\$0	\$64	\$303	\$399	\$586	\$0	\$501	\$0	\$0	\$2,717
Contingencies	\$1,330	\$0	\$0	\$0	\$340	\$0	\$0	\$1,024	\$578	\$215	\$419	\$0	\$3,905
Refuse	\$215	\$860	\$1,174	\$0	\$1,290	\$1,075	\$645	\$215	\$580	\$0	\$430	\$0	\$6,484
Office Supplies	\$21	\$153	\$79	\$0	\$48	\$77	\$77	\$236	\$0	\$0	\$118	\$0	\$882
Uniforms	\$219	\$219	\$273	\$219	\$219	\$322	\$258	\$322	\$258	\$258	\$333	\$0	\$2,900
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	\$0	\$123,981
<b>Total Grounds Maintenance</b>	<b>\$24,048</b>	<b>\$24,550</b>	<b>\$23,435</b>	<b>\$22,940</b>	<b>\$20,470</b>	<b>\$21,785</b>	<b>\$23,584</b>	<b>\$24,910</b>	<b>\$28,703</b>	<b>\$24,072</b>	<b>\$93,774</b>	<b>\$0</b>	<b>\$332,270</b>

Total Expenditures

Total Expenditures	\$60,200	\$58,109	\$59,376	\$76,267	\$59,705	\$80,394	\$77,523	\$61,769	\$71,895	\$70,693	\$130,777	\$0	\$807,162
Excess Revenue/(Expenditures)	(\$55,483)	\$32,983	\$61,330	(\$60,903)	(\$40,134)	(\$61,168)	(\$58,131)	(\$52,068)	(\$18,707)	(\$67,773)	(\$126,087)	\$0	\$53,758

West East Golf Course  
Month to Month

	October	November	December	January	February	March	April	May	June	July	August	September	Total
<b>REVENUES:</b>													
Members of Month	1,785	2,048	1,37	2,545	3,210	4,067	3,090	1,770	2,001	1,843	2,221	0	27,765
Bank Revenue	636	711	118	595	774	937	856	296	0	0	294	0	5,879
Number Rounds	503	487	306	421	506	639	541	325	211	165	370	0	4,677
Revenue per Round	\$39	\$31	\$36	\$56	\$36	\$56	\$32	\$16	\$15	\$13	\$23	\$0	\$29
Other Revenue	\$61,079	\$62,957	\$85,732	\$83,889	\$116,415	\$148,434	\$98,162	\$51,427	\$26,326	\$24,326	\$50,700	\$0	\$812,946
Green Fees	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Greens Cards - Sales	(\$5,936)	(\$3,995)	(\$3,712)	(\$1,661)	(\$899)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	(\$16,203)
Greens Cards - Usage	\$0	\$0	\$0	\$0	\$0	\$1,663	\$98	\$115	\$707	\$235	\$437	\$0	\$2,654
Gift Cards - Sales	\$0	\$0	\$0	\$0	\$0	(\$5,255)	(\$3,356)	(\$1,891)	(\$1,269)	(\$1,712)	(\$1,313)	\$0	(\$14,795)
Gift Cards - Usage	\$0	\$0	\$0	\$0	\$0	\$29,547	\$15,773	\$6,975	\$0	\$0	\$12,989	\$0	\$153,421
Season Advance/Trail Fees	\$10,830	\$16,214	\$12,674	\$25,210	\$23,009	\$29,547	\$15,773	\$6,975	\$0	\$0	\$12,989	\$0	\$153,421
Associate Memberships	\$1,490	\$596	\$1,589	\$594	\$745	\$298	\$149	\$149	\$0	\$0	\$5,002	\$0	\$8,813
Driving Range	\$2,653	\$3,980	\$4,633	\$4,078	\$5,409	\$10,486	\$7,557	\$4,001	\$2,570	\$2,850	\$3,308	\$0	\$51,475
Golf Lessons	\$255	\$80	\$542	\$440	\$630	\$200	\$325	\$1,425	\$2,783	\$1,695	\$525	\$0	\$8,900
Merchandise Sales	\$5,764	\$7,658	\$8,119	\$5,388	\$10,192	\$15,706	\$12,871	\$5,102	\$4,397	\$3,353	\$6,825	\$0	\$85,574
Restaurant	(\$947)	(\$1,261)	\$2,001	(\$179)	\$276	\$188	(\$466)	(\$558)	\$142	(\$234)	\$477	\$0	(\$480)
Special Assessments - Operations	\$1,877	\$1,877	\$1,877	\$1,877	\$1,877	\$1,877	\$1,877	\$1,977	\$1,777	\$1,777	\$11,070	\$0	\$29,842
Miscellaneous Income	\$2,612	\$3,020	\$4,178	\$3,416	\$1,122	(\$2,056)	(\$871)	\$306	\$44	(\$344)	\$48	\$0	\$11,575
<b>Total Revenue</b>	<b>\$79,677</b>	<b>\$111,206</b>	<b>\$121,574</b>	<b>\$123,352</b>	<b>\$158,776</b>	<b>\$200,468</b>	<b>\$132,118</b>	<b>\$48,879</b>	<b>\$37,478</b>	<b>\$32,047</b>	<b>\$83,066</b>	<b>\$0</b>	<b>\$1,133,621</b>
<b>Golf Course Expenditures:</b>													
Other Contractual Services	\$1,957	\$1,595	\$1,563	\$1,212	\$1,191	\$1,161	\$1,843	\$1,210	\$1,165	\$1,273	\$1,177	\$0	\$15,437
Travel & Per Diem	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Telephone	\$537	\$930	\$1,134	\$997	\$914	\$920	\$941	\$915	\$940	\$940	\$940	\$0	\$10,410
Postage	\$0	\$0	\$0	\$0	\$0	\$35	\$1	\$0	\$0	\$0	\$0	\$0	\$36
Printing & Binding	\$322	\$355	\$379	\$424	\$347	\$353	\$362	\$310	\$1,500	\$397	\$338	\$0	\$2,141
Utilities	\$488	\$180	\$321	\$699	\$1,356	\$44	\$164	\$1,795	\$606	\$1,361	\$541	\$0	\$5,108
Repairs & Maintenance	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$7,573
Pest Control	\$3,461	\$865	\$3,060	\$3,237	\$1,615	\$749	\$1,244	\$453	\$1,035	\$1,488	\$7,953	\$0	\$25,459
Advertising	\$1,054	\$1,531	\$2,033	\$2,168	\$2,085	\$2,363	\$3,688	\$2,511	\$1,053	\$1,027	\$746	\$0	\$20,858
Bank Charges	\$59	\$52	\$75	\$263	\$141	\$30	\$37	\$39	\$109	\$200	\$427	\$0	\$1,431
Office Supplies	\$1,977	\$555	\$931	\$800	\$345	\$412	\$1,089	\$464	\$113	\$741	\$1,013	\$0	\$8,459
Operating Supplies	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Meals	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Dues, Licenses, & Subscriptions	\$0	\$0	\$0	\$150	\$0	\$335	\$0	\$684	\$0	\$87	\$280	\$0	\$1,846
Drug Testing - All Departments	\$0	\$0	\$0	\$38	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$76
Training, Education, & Employee Relations	\$0	\$0	\$0	\$440	\$69	\$350	\$21	\$266	\$0	\$0	\$0	\$0	\$2,056
Contractual Security	\$268	\$268	\$268	\$268	\$268	\$268	\$268	\$106	\$106	\$106	\$112	\$0	\$2,306
IT Services	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$200
<b>Total Golf Course Expenditures</b>	<b>\$10,976</b>	<b>\$8,943</b>	<b>\$11,130</b>	<b>\$10,998</b>	<b>\$8,541</b>	<b>\$8,158</b>	<b>\$10,267</b>	<b>\$6,753</b>	<b>\$6,627</b>	<b>\$7,620</b>	<b>\$14,286</b>	<b>\$0</b>	<b>\$109,497</b>

North West Golf Course  
Month to Month

	October	November	December	January	February	March	April	May	June	July	August	September	Total
Salaries	\$891	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$891
Administrative Fees	\$72	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$72
FICA Expenses	\$72	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$72
Health Insurance	\$298	(\$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	\$0	\$7,710
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	\$0	\$1,562
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	\$0	\$962
<b>Total Restaurant Expenditures</b>	<b>\$2,419</b>	<b>\$825</b>	<b>\$740</b>	<b>\$1,693</b>	<b>\$1,651</b>	<b>\$1,325</b>	<b>\$951</b>	<b>\$921</b>	<b>\$947</b>	<b>\$1,047</b>	<b>\$1,073</b>	<b>\$0</b>	<b>\$13,094</b>

	October	November	December	January	February	March	April	May	June	July	August	September	Total
Salaries	\$6,316	\$6,656	\$6,136	\$6,923	\$5,650	\$6,148	\$6,167	\$5,573	\$8,005	\$8,298	\$9,813	\$0	\$75,685
Administrative Fees	\$253	\$244	\$235	\$277	\$273	\$292	\$283	\$299	\$297	\$307	\$307	\$0	\$3,065
FICA	\$483	\$509	\$469	\$530	\$432	\$470	\$472	\$426	\$612	\$635	\$751	\$0	\$5,790
Health Insurance	\$27	\$27	\$19	\$27	\$50	\$35	\$35	\$35	\$27	\$35	\$36	\$0	\$354
Workers Compensation	\$120	\$126	\$116	\$131	\$107	\$116	\$117	\$104	\$146	\$151	\$179	\$0	\$1,412
Unemployment	\$91	\$117	\$64	\$402	\$314	\$305	\$171	\$152	\$237	\$20	\$150	\$0	\$2,024
Golf Printing	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$118	\$0	\$118
Utilities	\$590	\$615	\$553	\$561	\$471	\$593	\$607	\$595	\$635	\$735	\$683	\$0	\$6,638
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	\$0	\$1,562
Supplies	\$114	\$59	\$357	\$51	\$51	\$51	\$357	\$77	\$51	\$51	\$312	\$0	\$1,532
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
<b>Total Pro Shop Expenditures</b>	<b>\$8,135</b>	<b>\$8,496</b>	<b>\$7,949</b>	<b>\$9,185</b>	<b>\$7,661</b>	<b>\$8,152</b>	<b>\$8,350</b>	<b>\$7,402</b>	<b>\$10,371</b>	<b>\$10,373</b>	<b>\$12,494</b>	<b>\$0</b>	<b>\$98,568</b>

	October	November	December	January	February	March	April	May	June	July	August	September	Total
Cost of Goods Sold	\$5,814	\$3,052	\$5,219	\$2,544	\$8,706	\$9,409	\$9,998	\$2,565	\$3,570	\$3,327	\$3,490	\$0	\$68,694
<b>Total Merchandise Sales</b>	<b>\$5,814</b>	<b>\$3,052</b>	<b>\$6,219</b>	<b>\$2,544</b>	<b>\$8,706</b>	<b>\$9,409</b>	<b>\$9,998</b>	<b>\$2,565</b>	<b>\$3,570</b>	<b>\$3,327</b>	<b>\$3,490</b>	<b>\$0</b>	<b>\$68,694</b>

	October	November	December	January	February	March	April	May	June	July	August	September	Total
Salaries	\$6,424	\$4,297	\$4,506	\$4,432	\$4,575	\$5,390	\$5,124	\$4,900	\$4,901	\$5,355	\$5,236	\$0	\$54,941
Administrative Fees	\$481	\$459	\$436	\$435	\$407	\$425	\$369	\$404	\$402	\$415	\$415	\$0	\$4,777
FICA Expenses	\$412	\$329	\$322	\$339	\$358	\$412	\$392	\$375	\$375	\$410	\$401	\$0	\$4,130
Workers Compensation	\$104	\$81	\$90	\$84	\$89	\$102	\$124	\$91	\$89	\$97	\$95	\$0	\$1,037
Unemployment	\$259	\$205	\$165	\$252	\$259	\$259	\$354	\$272	\$272	\$297	\$291	\$0	\$2,923
Utilities	\$548	\$655	\$605	\$617	\$633	\$746	\$751	\$655	\$712	\$834	\$825	\$0	\$6,525
Fuel	\$22	\$31	\$41	\$54	\$22	\$32	\$27	\$22	\$29	\$44	\$27	\$0	\$539
Car Lease	\$450	\$431	\$431	\$430	\$430	\$430	\$430	\$430	\$430	\$430	\$430	\$0	\$4,752
Car Maintenance	\$37	\$1,412	\$282	\$594	\$109	\$1,087	\$821	\$358	\$70	\$222	\$37	\$0	\$4,503
Car Wash Supplies	\$84	\$0	\$0	\$160	\$123	\$82	\$82	\$305	\$48	\$1,545	(\$776)	\$0	\$1,515
Driving Range	\$0	\$0	\$0	\$1,167	\$334	\$4,571	\$437	\$436	\$741	\$116	(\$929)	\$0	\$5,410
Uniforms	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$73	\$0	\$0	\$0	\$73
<b>Total Car Leasing</b>	<b>\$16,109</b>	<b>\$12,099</b>	<b>\$8,879</b>	<b>\$8,677</b>	<b>\$7,376</b>	<b>\$13,427</b>	<b>\$13,627</b>	<b>\$8,197</b>	<b>\$9,562</b>	<b>\$10,068</b>	<b>\$6,694</b>	<b>\$0</b>	<b>\$110,243</b>



Year End 1st Course  
Month to Month

	October	November	December	January	February	March	April	May	June	July	August	September	Total
Operating Revenues	\$1,234	\$1,554	\$2,254	\$2,457	\$3,176	\$4,010	\$2,642	\$573	\$750	\$641	\$0	\$0	\$22,166
Operating Expenses	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Operating Revenues	\$1,234	\$1,554	\$2,254	\$2,457	\$3,176	\$4,010	\$2,642	\$573	\$750	\$641	\$0	\$0	\$22,166
Total Expenses	\$79,577	\$11,208	\$121,334	\$158,776	\$269,488	\$132,118	\$48,878	\$37,478	\$35,047	\$88,066	\$0	\$0	\$1,133,621
Operating Income (Loss)	\$114,445	\$108,339	\$129,716	\$123,156	\$121,081	\$125,152	\$121,139	\$114,937	\$108,238	\$113,306	\$122,453	\$0	\$1,301,961
Operating Income (Loss)	(\$34,767)	\$2,868	(\$5,182)	\$196	\$37,695	\$72,336	\$10,979	(\$66,058)	(\$70,761)	(\$81,259)	(\$34,387)	\$0	(\$168,340)
Non Operating Revenues/(Expenditures):	\$46,471	\$46,471	\$46,471	\$46,471	\$46,471	\$46,471	\$46,471	\$46,471	\$46,471	\$46,471	\$46,471	\$0	\$511,178
Special Assessments - Debt Service	\$17	\$19	\$16	\$32	\$53	\$75	\$191	\$192	\$75	\$65	\$52	\$0	\$786
Interest Income	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$150,000	\$100,000	\$0	\$250,000
Transfer In	(\$16,912)	(\$16,912)	(\$16,912)	(\$16,912)	(\$16,912)	(\$16,912)	(\$16,912)	(\$16,912)	(\$16,912)	(\$16,912)	(\$16,912)	\$0	(\$166,036)
Interest Expense	(\$29,583)	(\$29,583)	(\$29,583)	(\$29,583)	(\$29,583)	(\$29,583)	(\$29,583)	(\$29,583)	(\$29,583)	(\$29,583)	(\$29,583)	\$0	(\$325,417)
Principal Expense	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Non Operating Revenues/(Expenditures)	(\$8)	(\$6)	(\$9)	\$7	\$28	\$50	\$166	\$167	\$50	\$150,040	\$100,027	\$0	\$250,511
Net Non Operating Income / (Loss)	(\$34,775)	\$2,861	(\$5,191)	\$203	\$37,723	\$72,386	\$11,145	(\$65,891)	(\$70,710)	\$88,781	\$65,640	\$0	\$82,171

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	\$3,553	\$6,825	\$0	\$85,574
<b>Total Revenues</b>	<b>\$5,764</b>	<b>\$7,658</b>	<b>\$8,319</b>	<b>\$5,388</b>	<b>\$10,192</b>	<b>\$15,706</b>	<b>\$12,871</b>	<b>\$5,102</b>	<b>\$4,397</b>	<b>\$3,553</b>	<b>\$6,825</b>	<b>\$0</b>	<b>\$85,574</b>
<i>Expenditures</i>													
Cost of Goods Sold	\$5,814	\$3,052	\$2,219	\$2,544	\$6,706	\$9,409	\$9,998	\$2,565	\$3,570	\$3,527	\$3,490	\$0	\$58,694
<b>Total Expenditures</b>	<b>\$5,814</b>	<b>\$3,052</b>	<b>\$2,219</b>	<b>\$2,544</b>	<b>\$6,706</b>	<b>\$9,409</b>	<b>\$9,998</b>	<b>\$2,565</b>	<b>\$3,570</b>	<b>\$3,527</b>	<b>\$3,490</b>	<b>\$0</b>	<b>\$58,694</b>
Operating Income (Loss)	(\$51)	\$4,606	\$2,100	\$2,844	\$1,486	\$6,297	\$2,873	\$2,537	\$827	\$27	\$3,334	\$0	\$26,880

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	\$ 226.88
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
	\$ 3,829,887.59	\$ 808,157.00	\$ 2,423,170.00	\$ 598,560.60	\$ 3,829,887.60

	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%	\$ 598,560.60	\$ (598,560.59)	\$ 0
	\$ 3,811,503	100.00%	\$ 3,829,887.60	\$ (3,829,888.60)	\$ (1)

(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

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

	Actuals		Actuals		Year to Date		Year to Date	
	8/31/15	8/31/16	8/31/15	8/31/16	8/31/15	8/31/16	8/31/15	8/31/16
			Variance	Variance			Variance	Variance
<b>Revenues:</b>								
Greens Fees	\$ 50,441	\$ 50,700	\$ 259	\$ 812,946	\$ 931,581	\$ 812,946	\$ (118,635)	\$ (54,078)
Greens Cards - Sales	\$ 1,288	\$ -	\$ (1,288)	\$ -	\$ 54,078	\$ -	\$ (54,078)	\$ 99,146
Greens Cards - Usage	\$ (4,125)	\$ -	\$ 4,125	\$ (16,303)	\$ (115,449)	\$ (16,303)	\$ 99,146	\$ 2,654
Gift Cards - Sales	\$ -	\$ 437	\$ 437	\$ 2,654	\$ -	\$ 2,654	\$ (14,795)	\$ (33,268)
Gift Cards - Usage	\$ -	\$ (1,313)	\$ (1,313)	\$ (14,795)	\$ -	\$ (14,795)	\$ (14,795)	\$ (1,020)
Season Advance/Trail Fees	\$ 12,847	\$ 12,989	\$ 142	\$ 153,421	\$ 186,689	\$ 153,421	\$ (33,268)	\$ (8,813)
Season Advance/Trail Fees Surcharge	\$ -	\$ -	\$ -	\$ -	\$ 1,020	\$ -	\$ (1,020)	\$ 10,824
Associate Memberships	\$ -	\$ 3,002	\$ 3,002	\$ 8,813	\$ -	\$ 8,813	\$ 8,813	\$ (238)
Driving Range	\$ 1,970	\$ 3,308	\$ 1,337	\$ 51,475	\$ 40,650	\$ 51,475	\$ 10,824	\$ 10,472
Golf Lessons	\$ 1,112	\$ 525	\$ (587)	\$ 8,900	\$ 9,138	\$ 8,900	\$ (238)	\$ (217,329)
Merchandise Sales	\$ 3,958	\$ 6,825	\$ 2,867	\$ 85,574	\$ 75,101	\$ 85,574	\$ 10,472	\$ (2,264)
Restaurant	\$ 12,631	\$ 477	\$ (12,154)	\$ (480)	\$ 216,849	\$ (480)	\$ (217,329)	\$ (3,636)
Special Assessments - Operations	\$ 7,870	\$ 11,070	\$ 3,200	\$ 29,842	\$ 32,106	\$ 29,842	\$ (2,264)	\$ (313,354)
Miscellaneous Income	\$ 15	\$ 48	\$ 33	\$ 11,575	\$ 15,211	\$ 11,575	\$ (3,636)	\$ -
Total Revenues	\$ 88,007	\$ 88,066	\$ 59	\$ 1,133,621	\$ 1,446,975	\$ 1,133,621	\$ (313,354)	\$ -
<b>Expenditures:</b>								
Golf Course Expenditures	\$ 10,095	\$ 14,096	\$ (4,001)	\$ 103,397	\$ 90,738	\$ 103,397	\$ (12,659)	\$ 232,845
Restaurant	\$ 20,051	\$ 1,073	\$ 18,978	\$ 13,094	\$ 245,939	\$ 13,094	\$ 232,845	\$ (1,751)
Proshop	\$ 11,213	\$ 12,494	\$ (1,281)	\$ 98,569	\$ 96,818	\$ 98,569	\$ (1,751)	\$ (2,658)
Merchandise Sales	\$ 2,734	\$ 3,490	\$ (756)	\$ 58,694	\$ 56,036	\$ 58,694	\$ (2,658)	\$ 22,398
Cart Facility	\$ 12,324	\$ 6,894	\$ 5,430	\$ 110,243	\$ 132,641	\$ 110,243	\$ 22,398	\$ (7,099)
Starter Materials	\$ 2,94	\$ 3,997	\$ (1,050)	\$ 40,478	\$ 33,379	\$ 40,478	\$ (7,099)	\$ (91,187)
Golf Course Maintenance	\$ 56,464	\$ 68,893	\$ (12,431)	\$ 734,566	\$ 643,379	\$ 734,566	\$ (91,187)	\$ (2,627)
Administration	\$ 10,410	\$ 10,675	\$ (265)	\$ 120,733	\$ 118,127	\$ 120,733	\$ (2,627)	\$ 7,511
Reserves	\$ 1,744	\$ 041	\$ 1,703	\$ 22,166	\$ 29,676	\$ 22,166	\$ 7,511	\$ 144,773
Total Expenditures	\$ 127,979	\$ 122,433	\$ 5,546	\$ 1,301,961	\$ 1,446,734	\$ 1,301,961	\$ 144,773	\$ (168,580)
Operating Income/(Loss)	\$ (39,973)	\$ (34,367)	\$ 5,606	\$ (168,340)	\$ 241	\$ (168,340)	\$ (168,580)	\$ -

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

	Actuals		Year to Date		Year to Date		Variance	
	8/31/15	8/31/16	8/31/15	8/31/16	8/31/15	8/31/16	8/31/15	8/31/16
<b>Revenues: (1)</b>								
Greens Fees	\$ 50,441	\$ 50,700	\$ 931,581	\$ 812,946	\$ (118,635)	\$ (54,078)	\$ 99,146	\$ 2,654
Greens Cards - Sales	\$ 1,288	\$ -	\$ 54,078	\$ -	\$ (16,303)	\$ 2,654	\$ (14,795)	\$ (33,268)
Greens Cards - Usage	\$ (4,125)	\$ -	\$ (115,449)	\$ -	\$ (1,020)	\$ 8,813	\$ 10,824	\$ (238)
Gift Cards - Sales		\$ 437				\$ 85,574	\$ 10,472	\$ (2,264)
Gift Cards - Usage		\$ (1,313)				\$ 29,842	\$ (3,636)	
Season Advance/Trail Fees	\$ 12,847	\$ 12,989	\$ 186,689	\$ 153,421	\$ (32,268)	\$ (1,020)	\$ 8,813	\$ 10,824
Season Advance/Trail Fees Surcharge	\$ -	\$ -	\$ 1,020	\$ -	\$ (1,020)	\$ -	\$ -	\$ -
Associate Memberships		\$ 3,002				\$ 8,813	\$ 10,824	\$ (238)
Driving Range	\$ 1,970	\$ 3,308	\$ 40,650	\$ 51,475	\$ 10,824	\$ 8,900	\$ 10,472	\$ (2,264)
Golf Lessons	\$ 1,112	\$ 525	\$ 9,138	\$ 8,900	\$ (238)	\$ 85,574	\$ 10,472	\$ (2,264)
Merchandise Sales	\$ 3,958	\$ 6,825	\$ 75,101	\$ 85,574	\$ 10,472	\$ 29,842	\$ (3,636)	
Special Assessments - Operations	\$ 7,870	\$ 11,070	\$ 32,106	\$ 29,842	\$ (2,264)	\$ 11,575	\$ (96,024)	
Miscellaneous Income	\$ 15	\$ 48	\$ 15,211	\$ 11,575	\$ (3,636)	\$ 1,134,101	\$ (96,024)	
<b>Total Revenues</b>	<b>\$ 75,376</b>	<b>\$ 87,589</b>	<b>\$ 1,230,126</b>	<b>\$ 1,134,101</b>	<b>\$ (96,024)</b>	<b>\$ 1,134,101</b>	<b>\$ (96,024)</b>	
<b>Expenditures: (2)</b>								
Golf Course Expenditures	\$ 10,095	\$ 14,096	\$ 90,738	\$ 103,397	\$ (12,659)	\$ (1,751)	\$ 22,398	\$ (7,099)
Proshop	\$ 11,213	\$ 12,494	\$ 96,818	\$ 98,569	\$ (1,751)	\$ 58,694	\$ (2,658)	\$ 22,398
Merchandise Sales	\$ 2,734	\$ 3,490	\$ 56,036	\$ 58,694	\$ (2,658)	\$ 110,243	\$ (7,099)	\$ (91,187)
Cart Facility	\$ 12,324	\$ 6,894	\$ 132,641	\$ 110,243	\$ 22,398	\$ 40,478	\$ (91,187)	\$ (2,627)
Starter Marshals	\$ 2,947	\$ 3,997	\$ 33,379	\$ 40,478	\$ (7,099)	\$ 734,566	\$ (2,627)	\$ 7,511
Golf Course Maintenance	\$ 56,462	\$ 68,893	\$ 643,379	\$ 734,566	\$ (91,187)	\$ 120,753	\$ (88,071)	
Administrative	\$ 10,410	\$ 10,875	\$ 118,127	\$ 120,753	\$ (2,627)	\$ 22,166	\$ (88,071)	
Reserves	\$ 1,744	\$ 641	\$ 29,676	\$ 22,166	\$ 7,511	\$ 1,288,866	\$ (184,096)	
<b>Total Expenditures</b>	<b>\$ 107,928</b>	<b>\$ 121,380</b>	<b>\$ 1,200,795</b>	<b>\$ 1,288,866</b>	<b>\$ (88,071)</b>	<b>\$ 1,200,795</b>	<b>\$ (184,096)</b>	
<b>Operating Income/(Loss)</b>	<b>\$ (32,552)</b>	<b>\$ (33,791)</b>	<b>\$ 29,331</b>	<b>\$ (154,765)</b>	<b>\$ (184,096)</b>	<b>\$ (154,765)</b>	<b>\$ (184,096)</b>	

(1) Does not include Restaurant Revenue  
(2) Does not include Restaurant Expenditures

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

Rounds of Golf - Public	Rounds of Golf -		Year-to-Date	
	Monthly	%		%
	2,591		32,442	
Rounds of Golf - Green Card Usage	-	0%	454	1%
Rounds of Golf - CDD Resident	318	11%	5,836	18%
Rounds of Golf - Public	1,903	66%	21,686	67%
Rounds of Golf - Member	294	10%	5,879	15%
Rounds of Golf - Staff/Comp	166	6%	1,944	6%
Rounds of Golf - GolfNow Trade	204	7%	2,522	8%
<b>Total Rounds</b>	<b>2,885</b>	<b>100%</b>	<b>38,321</b>	<b>100%</b>

**Revenues**

Greens Fees	\$ 50,700	\$ 812,946
Green Card Usage	\$ -	\$ (16,303)
<b>Adjusted Greens Fee Revenue (Net)</b>	<b>\$ 50,700</b>	<b>\$ 796,643</b>
Revenues Green Card Usage	\$ -	\$ (16,303)
Revenues CDD Residents	\$ 7,953	\$ 176,198
Revenues Public	\$ 42,747	\$ 679,495
Revenues Prepaid	\$ 12,989	\$ 153,421
	<b>\$ 63,689</b>	<b>\$ 992,811</b>

**Average Revenue Per Round**

Revenue Per Round Green Card Usage	#Div/0!	\$ (35.81)
Revenue Per Round CDD Residents	\$ 25.01	\$ 30.19
Revenue Per Round Public	\$ 22.46	\$ 31.33
Revenue Per Round Prepaid	\$ 44.18	\$ 26.10