



# Agenda Report

2725 Judge Fran Jamieson  
Way  
Viera, FL 32940

## Consent

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F.4.

11/12/2019

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### Subject:

Final Plat and Contract Approval, Re: The Dunes at Indian River Preserve (Pod 15), (19SD00012) (District 1)

### Fiscal Impact:

None

### Dept/Office:

Planning and Development

### Requested Action:

In accordance with Section 62-2841(i) and Section 62-2844, it is requested that the Board of County Commissioners grant final plat approval and authorize the Chair to sign the final plat and contract for The Dunes at Indian River Preserve (Pod 15).

### Summary Explanation and Background:

There are three stages of review for subdivision plan approval: the preapplication conference, the preliminary plat/final engineering plan review, and the final plat review. The preapplication conference for the above project was held on July 27, 2017. The preliminary plat and final engineering plans, which is the second stage of approval, was approved on March 15, 2019. The third stage of review is the final plat approval for recordation. The applicant is posting a performance bond and contract for guarantee of the completion of the infrastructure improvements.

Staff has reviewed the final plat and contract for The Dunes at Indian River Preserve (Pod 15) subdivision, and has determined that it is in compliance with the applicable ordinances.

The Dunes at Indian River Preserve (Pod 15) is located at the intersection of Indian River Parkway and Clubhouse Drive. The proposed subdivision contains 70 units on 16.85 acres.

This approval is subject to minor engineering changes as applicable. Board approval of this project does not relieve the developer from obtaining all other necessary jurisdictional permits.

Reference: 19SD00012, 17SD00018

Contact: Rebecca Ragain, Assistant Director

Extension 58250

### Clerk to the Board Instructions:

Please have the contract signed and return the original and a certified copy to Planning and Development.

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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

November 13, 2019

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

**TO:** Tad Calkins, Planning and Development Director

**RE:** Item F.4., Final Plat and Contract Approval for The Dunes at Indian River Preserve (Pod 15), (19SD00012)

The Board of County Commissioners, in regular session on November 12, 2019, granted final plat approval in accordance with Section 62-2841(i) and Section 62-2844; and authorized the Chair to execute the final plat and Contract for The Dunes at Indian River Preserve (Pod 15), subject to minor engineering changes, and the developer is responsible for all other necessary jurisdictional permits. Enclosed is a fully-executed Contract and a certified copy of the Contract.

Your continued cooperation is always appreciated.

Sincerely,

BOARD OF COUNTY COMMISSIONERS  
SCOTT ELLIS, CLERK

*Tammy Rowe*

Tammy Rowe, Deputy Clerk

/kp

Encls. (2)

cc: Contracts Administration

**Subdivision No.** 19SD00012

**Project Name** The Dunes at Indian River Preserve

**Subdivision Infrastructure  
Contract**

THIS CONTRACT entered into this 12th day of November 2019, by and between the Board of County Commissioners of Brevard County, Florida, hereinafter referred to as "COUNTY," and Indian River Preserve Estate Corp, hereinafter referred to as "PRINCIPAL."

WITNESSETH:

IN CONSIDERATION of the mutual covenants and promises herein contained, the parties hereto agree as follows:

1. The PRINCIPAL agrees to construct the improvements described below:

and all other improvements depicted in subdivision number 19SD00012. A copy of said plat to be recorded in the Plat Books of the Public Records of Brevard County.

2. Principal agrees to construct the improvements strictly in accordance with the plans and specifications on file in the Land Development Division (which construction is hereinafter referred to as the "Work"). Such plans and specifications (hereinafter referred to as the "Plans") are hereby incorporated into this Agreement by reference and made a part hereof. Principal warrants to County that the Work will conform to the requirements of the Plans and other requirements specified in the County's approval of the Work. Principal also warrants to County that the Work will be free from faults and defects. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered to be defective. All defective Work, whether or not in place, may be rejected, corrected or accepted as provided in this paragraph 2.

If within two (2) years after approval and acceptance of the improvements by County, any Work is found to be defective, Principal shall promptly, without cost to County, either correct such defective Work, or, if it has been rejected by County, remove it from the site and replace it with nondefective Work. If Principal does not promptly comply with the terms of such instructions, County may elect any of the remedies provided for in paragraph 6 herein below. Corrective Work shall be warranted to be free from defects for a period of six (6) months. Any defect in such Work shall be corrected again by Principal promptly upon notice of the defect from County. In the event the maintenance bond given by Principal in connection with County's acceptance of the improvements is extended, the two (2) year warranty period provided for herein shall be extended for a like period.

To the extent assignable, Principal assigns to County all of Principal's warranty rights under its construction contract with the contractor constructing the improvements (including all warranties provided by law of in equity with respect to such construction contract), which warranties may be asserted by County on behalf of Principal in the event Principal fails to perform its warranty obligations hereunder. Where warranties granted hereunder overlap, the more stringent requirement shall control."

3. The PRINCIPAL agrees to complete said construction on or before the 1st day of May, 2020.

4. In order to guarantee performance of PRINCIPAL'S obligations herein contained, PRINCIPAL shall furnish cash, letter of credit, certificate of deposit or surety bond in a form approved by the COUNTY, in the amount of \$ 1,567,821.69 . If such bond is a cash bond or a certificate of deposit, said amount shall be deposited with the Board of County Commissioners within five (5) business days of the County's acceptance of this contract. Said bond shall be 125% of the estimated cost of construction, as determined by the Land Development Division. PRINCIPAL shall maintain such records and accounts, including property, personnel, financial records, as are deemed necessary by the COUNTY to ensure proper accounting for all funds expended under the agreement. Said records shall be made available upon request for audit purposes to Brevard County and its auditors.
5. The COUNTY agrees to accept said plat above described for recording in the public records of Brevard County, Florida and to accept the areas depicted thereon as dedicated for public use, including but not limited to streets and parks, at such time as said improvements are satisfactorily completed. Satisfactory completion in accordance with the plans and specifications shall be determined by written approval of the County Development Engineer or designated assistant.
6. In the event, PRINCIPAL fails to complete said improvements within the time prescribed, the COUNTY may elect to take all or any of the following actions:
  - A. Vacate all or part of such recorded plat where improvements have not Been completed in accordance with the plans and specifications,
  - B. Complete the improvements utilizing COUNTY employees and materials and request payment from the bond or the PRINCIPAL,
  - C. Request the surety on said performance bond to complete such improvements, or
  - D. Contract for completion of said improvements.
7. The PRINCIPAL and Surety on said performance bond shall be liable for all costs, expenses, and damages incurred by the COUNTY, including attorney's fees, in the event the PRINCIPAL defaults on this contract.
8. In the performance of this Agreement, the PRINCIPAL shall keep books, records, and accounts of all activities, related to the agreement, in compliance with generally accepted accounting procedures. Books, records and accounts related to the performance of this agreement shall be open to inspection during regular business hours by an authorized representative of the Office and shall be retained by the PRINCIPAL for a period of three years after termination of this agreement. All records, books and accounts related to the performance of this agreement shall be subject to the applicable provisions of the Florida Public Records Act, Chapter 119 of the Florida Statutes.
9. No reports, data, programs or other materials produced, in whole or in part for the benefit and use of the County, under this agreement shall be subject to copyright by PRINCIPAL in the United States or any other country.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

ATTEST:

[Signature]  
Scott Ellis, Clerk

BOARD OF COUNTY COMMISSIONERS  
OF BREVARD COUNTY, FLORIDA

[Signature]  
KRISTINE ISNARDI CHAIR

As approved by the Board on: Nov. 12, 2019.

WITNESSES:

[Signature]  
Carol Grove

[Signature]  
Tany Costa

PRINCIPAL:

[Signature]  
Igor Olenicoff, as President  
Indian River Preserve Estate Corp.

10-31-19  
DATE

State of: Florida

County of: Brevard

The foregoing instrument was acknowledged before me this 31<sup>st</sup> day of October 2019, by Igor Olenicoff who is personally known to me or who has produced as identification and who did (did not) take an oath.

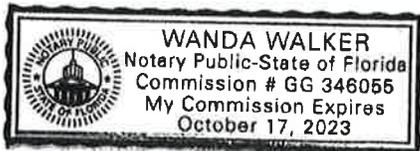
My commission expires:

S E A L

Commission Number:

[Signature]  
Notary Public

Wanda Walker  
Notary Name printed, typed or stamped



SURETY PERFORMANCE BOND

Bond Number: 4430408

KNOW ALL MEN BY THESE PRESENTS:

That we, Indian River Preserve Estates Corp., hereinafter referred to as "Owner" and, Markel Insurance Company, hereinafter referred to as "Surety", are held and firmly bound unto the BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA, hereinafter referred to as "County", in the sum of \$ 1,567,821.69, for the payment of which we bind ourselves, our heirs, executors, successors and assigns, jointly and severally, firmly by these presents:

WHEREAS, Owner has entered into a contract with the County dated the 30 day of October, 2019, which contract is made a part hereof by reference.

NOW THEREFORE, the condition of this obligation is such that if Owner shall promptly and faithfully perform said contract and complete the work contemplated therein by 1 May, 2020, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

If the Owner shall be declared in default of said contract by the County, the Surety shall have sixty (60) days from the date of said default within which to take whatever action it deems necessary in order to insure performance. If, at the expiration of sixty (60) days from the date of said default, no arrangements have been made by the Owner or surety satisfactory to the County for the completion of said contract, then the County shall have the right to complete said contract and the Owner and Surety jointly and severally, shall pay all costs of completing said contract to the County, including but not limited to engineering, legal and other costs, together with any damages, either direct or consequential, which the County may sustain on account of the Owner's default of said contract. After the expiration of the aforesaid grace period, the County shall have the additional right to contract for the completion of said contract upon which the Owner has defaulted and upon the County's acceptance of the lowest responsible bid for the completion of said contract, the Owner and Surety shall become immediately liable for the amount of said bid and in the event the County is required to commence legal proceedings for the collection thereof, interest shall accrue at the rate of six percent (6%) per annum beginning with the commencement of such legal proceedings. The County, in its discretion, may permit the Surety to complete said contract, in the event of Owner's default.

In the event that the County commences suit for the collection of any sums due hereunder, the obligors and each of them agree to pay all costs incurred by the County, including attorney's fees.

EXECUTED this 30 day of October, 2019.

Indian River Preserve Estates Corp.

OWNER:

*Igor Olenicoff*

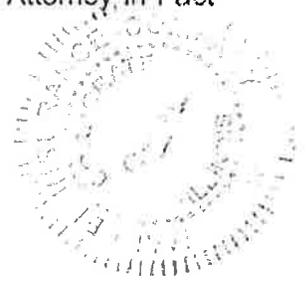
Igor Olenicoff, President

SURETY: Markel Insurance Company

*Stefan Engelhardt*

Stefan Engelhardt, Attorney-In-Fact

Pre-approved Form reviewed for  
Legal form and content: 12/18/07



**Markel Insurance Company**  
**LIMITED POWER OF ATTORNEY**

Know All Men by These Presents, That MARKEL INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Illinois, and having its principal administrative office in Glen Allen, Virginia, does by these presents make, constitute and appoint

Amanda C. Webb, Nathan Wonder, Stefan Engelhardt, Emily Nagel, Karl Choltus, Leigh A. Penley, Sarah Harren

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings of other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety for, providing the bond penalty does not exceed

Fifty Million and 00/100 Dollars (\$50,000,000.00)

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution of the Board of Directors of Markel Insurance Company:

RESOLVED, that the President, any Senior Vice President, Vice President, Assistant Vice President, Secretary, Assistant Secretary or Assistant Treasurer shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for on behalf of the Company, subject to the following provisions: Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Secretary. FURTHER RESOLVED, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

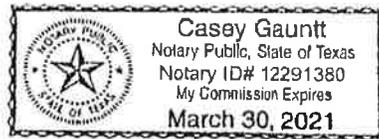
In Witness Whereof, MARKEL INSURANCE COMPANY has caused these presents to be signed by its Senior Vice President, and its corporate seal to be hereto affixed this 3rd day of July, 2019.

Commonwealth of Virginia  
 Henrico County

MARKEL INSURANCE COMPANY

By: [Signature]  
 Robin Russo, Senior Vice President

On this 3rd day of July, 2019 before me personally came Robin Russo, to me known, who being by me duly sworn, did depose and say that he resides in Henrico County, Virginia, the he is Senior Vice President of MARKEL INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.



By: [Signature]  
 Casey Gauntt, Notary Public

I, Richard R. Grinnan, Vice President and Secretary of MARKEL INSURANCE COMPANY, do hereby certify that the above and foregoing is true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and, furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Glen Allen, Virginia this 30 day of October, 2019.

By: [Signature]  
 Richard R. Grinnan,  
 Vice President and Secretary

Any instrument issued in excess of the penalty stated above is totally void and without any validity. 3710015  
 For verification of the authority of this Power you may call (713) 812-0800 on any business day between 8:30 AM and 5:00 PM CST.





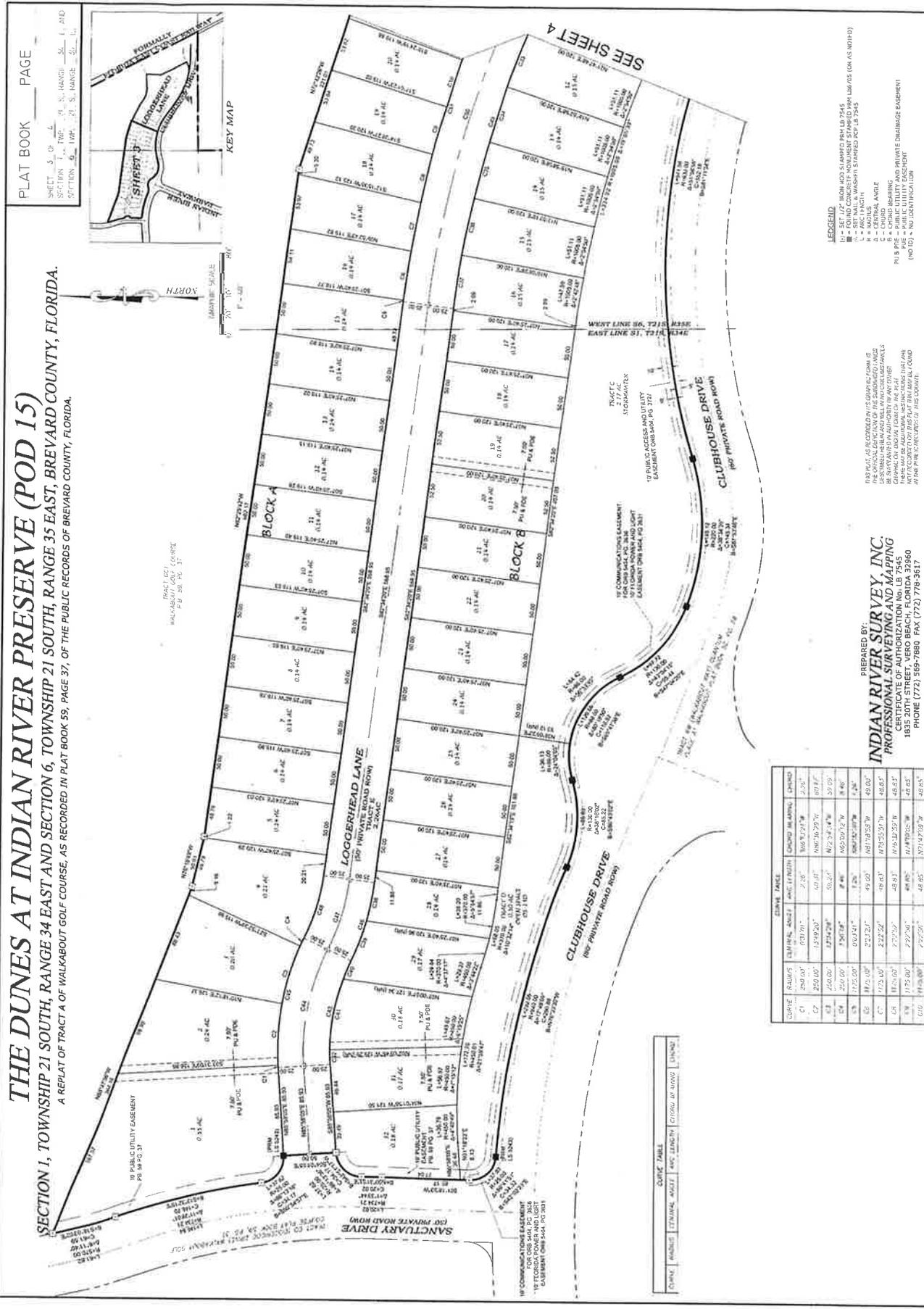


# THE DUNES AT INDIAN RIVER PRESERVE (POD 15)

SECTION 1, TOWNSHIP 21 SOUTH, RANGE 34 EAST AND SECTION 6, TOWNSHIP 21 SOUTH, RANGE 35 EAST, BREVARD COUNTY, FLORIDA.  
 A REPLAT OF TRACT A OF WALKABOUT GOLF COURSE, AS RECORDED IN PLAT BOOK 59, PAGE 37, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.

PLAT BOOK PAGE

SHEET 3 OF 4  
 SECTION 1, TWP. 21 S., RANGE 34 E. AND SECTION 6, TWP. 21 S., RANGE 35 E.



**LEGEND**  
 ■ = SET WALL & WASHING STAMPS PER 18-7545  
 ■ = FOUND CONCRETE MONUMENT STAMPED PER 18-7545 (ON AS NOTED)  
 R = RADIUS  
 C = CHORD  
 PLS = PUBLIC UTILITY EASEMENT  
 PUE = PUBLIC UTILITY EASEMENT  
 (NO ID) = NO IDENTIFICATION

THIS PLAN IS RECORDED IN ITS ORIGINAL FORM IN THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, AND IS SUBJECT TO ALL APPLICABLE RECORDS, ORDINANCES, AND REGULATIONS OF BREVARD COUNTY, FLORIDA, AND THE STATE OF FLORIDA. THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, AND THE STATE OF FLORIDA ARE THE SOURCE OF THE INFORMATION CONTAINED HEREIN.

PREPARED BY:  
**INDIAN RIVER SURVEY, INC.**  
 PROFESSIONAL SURVEYING AND MAPPING  
 1835 20TH STREET, VERO BEACH, FLORIDA 32980  
 PHONE (772) 559-7880 FAX (772) 778-3617

CURVE	RADIUS	CHORD BEARING					
C1	240.00'	031°07'	2.75'	106°12'17"	2.25'		
C2	200.00'	151°02'20"	60.00'	106°10'29"	60.18'		
C3	200.00'	127°24'08"	50.27'	162°24'24"	57.09'		
C4	250.00'	73°01'08"	1.28'	102°00'12"	1.80'		
C5	1725.00'	00°04'31"	1.28'	102°00'12"	1.80'		
C6	1875.00'	232°32'1"	49.00'	161°18'35"	49.00'		
C7	1725.00'	222°22'	49.83'	172°52'51"	46.65'		
C8	1125.00'	272°29'	48.93'	172°52'51"	46.65'		
C9	1125.00'	272°29'	48.93'	172°52'51"	46.65'		
C10	1425.00'	272°29'	48.93'	172°52'51"	46.65'		

**CURVE TABLE**

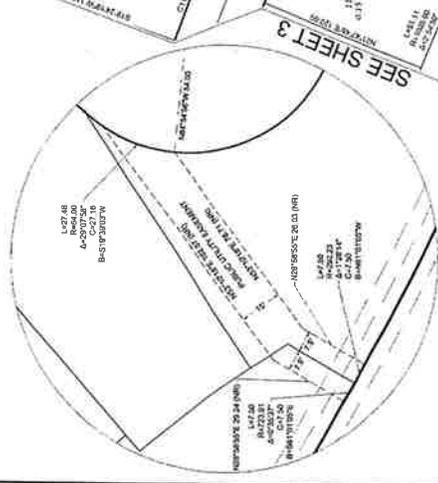
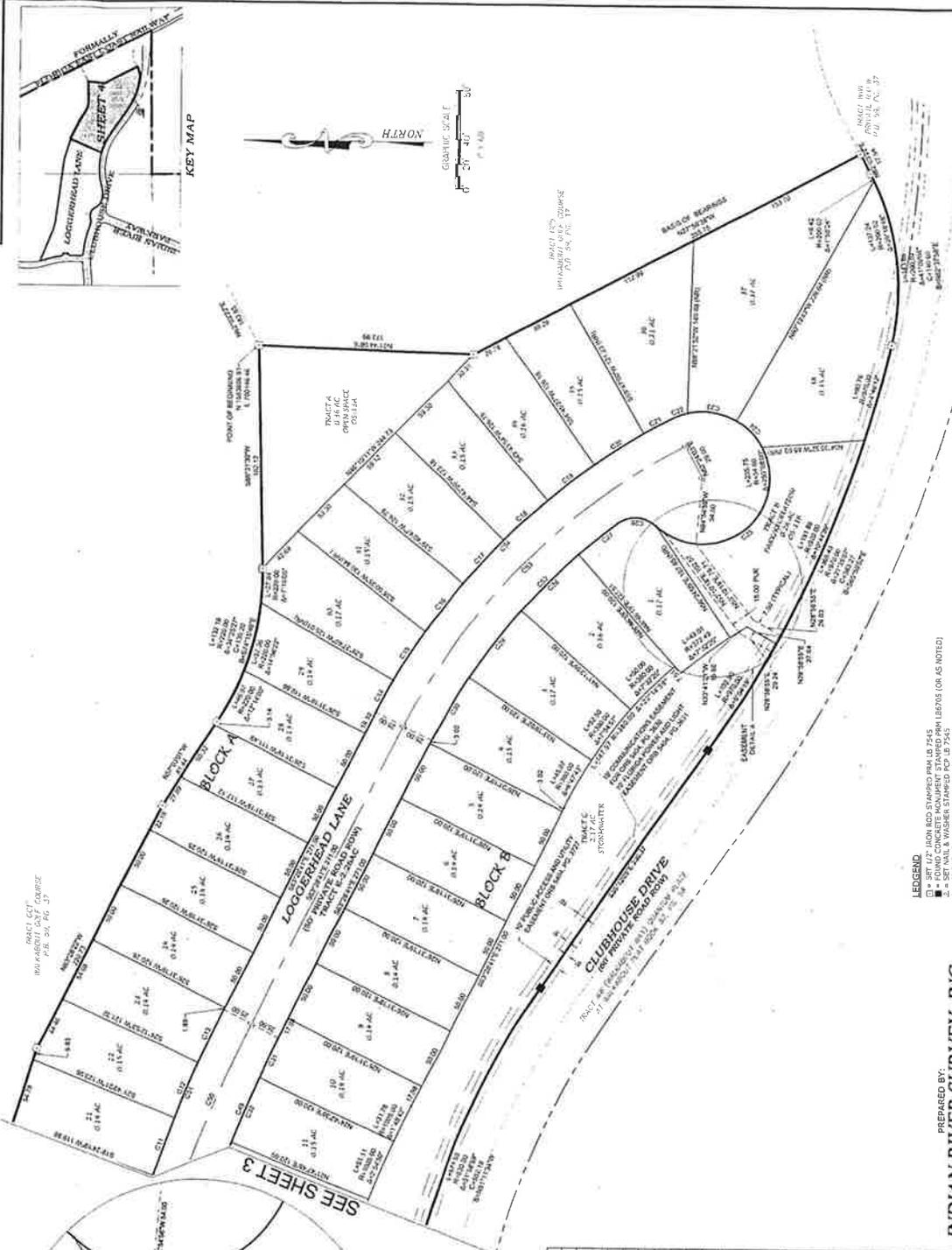
CURVE	BEARING	ANGLE	ARC LENGTH	CHORD	AREA
C1	031°07'	2.75'	106°12'17"	2.25'	
C2	151°02'20"	60.00'	106°10'29"	60.18'	
C3	127°24'08"	50.27'	162°24'24"	57.09'	
C4	73°01'08"	1.28'	102°00'12"	1.80'	
C5	00°04'31"	1.28'	102°00'12"	1.80'	
C6	232°32'1"	49.00'	161°18'35"	49.00'	
C7	222°22'	49.83'	172°52'51"	46.65'	
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# THE DUNES AT INDIAN RIVER PRESERVE (POD 15)

SECTION 1, TOWNSHIP 21 SOUTH, RANGE 34 EAST AND SECTION 6, TOWNSHIP 21 SOUTH, RANGE 35 EAST, BREVARD COUNTY, FLORIDA.  
 A REPLAY OF TRACT A OF WALKABOUT GOLF COURSE, AS RECORDED IN PLAT BOOK 59, PAGE 37, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.

PLAT BOOK PAGE

SHEET 4 OF 4  
 SECTION 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100



**EASEMENT DETAIL A SCALE 1"=20'**

CHORD	RADIUS	INTERNAL ANGLE	ARC LENGTH	CHORD BEARING	CHORD
C01	1175.00'	225.00°	1089.2710'	49.50°	1089.2710'
C02	1175.00'	225.00°	1089.2710'	49.50°	1089.2710'
C03	1175.00'	225.00°	1089.2710'	49.50°	1089.2710'
C04	1175.00'	225.00°	1089.2710'	49.50°	1089.2710'
C05	1175.00'	225.00°	1089.2710'	49.50°	1089.2710'
C06	1175.00'	225.00°	1089.2710'	49.50°	1089.2710'
C07	1175.00'	225.00°	1089.2710'	49.50°	1089.2710'
C08	1175.00'	225.00°	1089.2710'	49.50°	1089.2710'
C09	1175.00'	225.00°	1089.2710'	49.50°	1089.2710'
C10	1175.00'	225.00°	1089.2710'	49.50°	1089.2710'
C11	1175.00'	225.00°	1089.2710'	49.50°	1089.2710'
C12	1175.00'	225.00°	1089.2710'	49.50°	1089.2710'
C13	1175.00'	225.00°	1089.2710'	49.50°	1089.2710'
C14	1175.00'	225.00°	1089.2710'	49.50°	1089.2710'
C15	1175.00'	225.00°	1089.2710'	49.50°	1089.2710'
C16	1175.00'	225.00°	1089.2710'	49.50°	1089.2710'
C17	1175.00'	225.00°	1089.2710'	49.50°	1089.2710'
C18	1175.00'	225.00°	1089.2710'	49.50°	1089.2710'
C19	1175.00'	225.00°	1089.2710'	49.50°	1089.2710'
C20	1175.00'	225.00°	1089.2710'	49.50°	1089.2710'
C21	1175.00'	225.00°	1089.2710'	49.50°	1089.2710'
C22	1175.00'	225.00°	1089.2710'	49.50°	1089.2710'
C23	1175.00'	225.00°	1089.2710'	49.50°	1089.2710'
C24	1175.00'	225.00°	1089.2710'	49.50°	1089.2710'
C25	1175.00'	225.00°	1089.2710'	49.50°	1089.2710'
C26	1175.00'	225.00°	1089.2710'	49.50°	1089.2710'
C27	1175.00'	225.00°	1089.2710'	49.50°	1089.2710'
C28	1175.00'	225.00°	1089.2710'	49.50°	1089.2710'
C29	1175.00'	225.00°	1089.2710'	49.50°	1089.2710'
C30	1175.00'	225.00°	1089.2710'	49.50°	1089.2710'
C31	1175.00'	225.00°	1089.2710'	49.50°	1089.2710'
C32	1175.00'	225.00°	1089.2710'	49.50°	1089.2710'
C33	1175.00'	225.00°	1089.2710'	49.50°	1089.2710'
C34	1175.00'	225.00°	1089.2710'	49.50°	1089.2710'
C35	1175.00'	225.00°	1089.2710'	49.50°	1089.2710'
C36	1175.00'	225.00°	1089.2710'	49.50°	1089.2710'
C37	1175.00'	225.00°	1089.2710'	49.50°	1089.2710'
C38	1175.00'	225.00°	1089.2710'	49.50°	1089.2710'
C39	1175.00'	225.00°	1089.2710'	49.50°	1089.2710'
C40	1175.00'	225.00°	1089.2710'	49.50°	1089.2710'
C41	1175.00'	225.00°	1089.2710'	49.50°	1089.2710'
C42	1175.00'	225.00°	1089.2710'	49.50°	1089.2710'
C43	1175.00'	225.00°	1089.2710'	49.50°	1089.2710'
C44	1175.00'	225.00°	1089.2710'	49.50°	1089.2710'
C45	1175.00'	225.00°	1089.2710'	49.50°	1089.2710'
C46	1175.00'	225.00°	1089.2710'	49.50°	1089.2710'
C47	1175.00'	225.00°	1089.2710'	49.50°	1089.2710'
C48	1175.00'	225.00°	1089.2710'	49.50°	1089.2710'
C49	1175.00'	225.00°	1089.2710'	49.50°	1089.2710'
C50	1175.00'	225.00°	1089.2710'	49.50°	1089.2710'

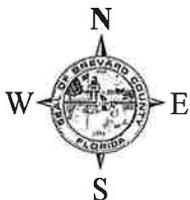
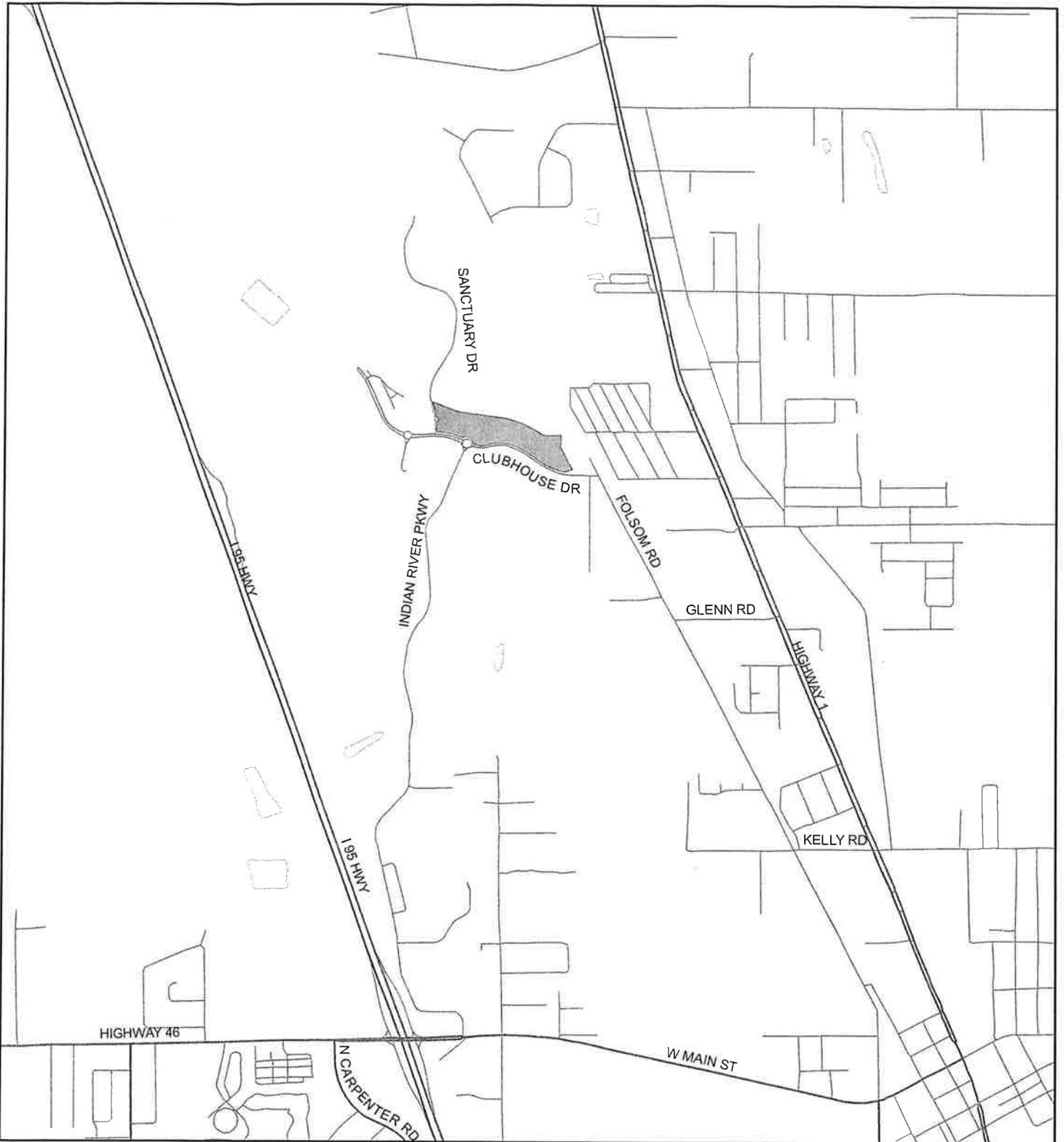
**LEGEND**  
 ■ FOUND CONCRETE MONUMENT STAMPED PER LB 6703 (OR AS NOTED)  
 □ SET WALL & WISHER STAMPED PER LB 7545  
 R = RADIIUS  
 C = CHORD  
 M = MOLE  
 PLS & WEL = PUBLIC UTILITY WAPNET  
 (NO 08) = NO IDENTIFICATION

PREPARED BY:  
**INDIAN RIVER SURVEY, INC.**  
 PROFESSIONAL SURVEYING AND MAPPING  
 CERTIFICATE OF AUTHORIZATION NO. LB 7545  
 1835 20TH STREET, VERO BEACH, FLORIDA 32960  
 PHONE (772) 569-7890 FAX (772) 778-3617

# LOCATION MAP

THE DUNES at INDIAN RIVER PRESERVE (POD 15)

19SD00012



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

 Subject Property

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

Produced by BoCC - GIS Date: 10/28/2019