



Rizzetta & Company

Heritage Isle at Viera Community Development District

**Board of Supervisors
Meeting
March 26, 2024**

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

www.heritageisleatvieracdd.org

**HERITAGE ISLE AT VIERA
COMMUNITY DEVELOPMENT DISTRICT**

Board of Supervisors

Jay Williams
Bob Goldstein
Kenneth Bonin
Jon Smallegan
Kenneth Walter

Chairman
Vice Chairman
Board Supervisor
Board Supervisor
Board Supervisor

District Manager

Brian Mendes

Rizzetta & Company, Inc.

District Counsel

Wes Haber

Kutak Rock, LLP.

District Engineer

Ana Saunders

BSE Consultants

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

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

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

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

HERITAGE ISLE AT VIERA COMMUNITY DEVELOPMENT DISTRICT

District Office – Orlando FL – (407) 472-2471

Mailing Address - 3434 Colwell Avenue, Suite 200, Tampa, FL 33614

www.heritageisleatvieracdd.com

March 19, 2024

**Board of Supervisors
Heritage Isle at Viera Community
Development District**

FINAL AGENDA

Dear Board Members:

The meeting of the Board of Supervisors of the Heritage Isle at Viera Community Development District will be held on **March 26, 2024, at 10:30 a.m.** at the Brevard County Government Center Room, located at 2725 Judge Fran Jamieson Way, Viera, FL 32940. The following is the final agenda for this meeting:

- 1. CALL TO ORDER / ROLL CALL**
- 2. PUBLIC COMMENT**
- 3. COMMUNITY UPDATES**
 - A. Juniper Community Update
 - B. Monthly Report Update by Supervisor Ken WalterTab 1
 - C. Pond Maintenance Update
 1. Update on Algae Bloom
 2. Update on Cattails
- 4. STAFF REPORTS**
 - A. District Counsel
 - B. District Engineer
 1. Annual Inspection Report
 2. Erosion Updates
 - C. District Manager
 1. Sidewalk Project
 2. Pond Signs
 3. Upcoming Projects
 1. Spot Cleaning (HP)
 2. New Dog Stations (HP)
 3. Sidewalk Phases 2 & 3
 4. Golfcart Signs
- 5. BUSINESS ADMINISTRATION**
 - A. Consideration of the Minutes of the Board of Supervisors Meeting held on January 23, 2024Tab 2
 - B. Ratification of Operation and Maintenance Expenditures for September and December 2023 & January 2024Tab 3
 - C. Consideration of Resolution 2024-02, Conducting the General Election.....Tab 4
- 6. BUSINESS ITEMS**
 - A. Discussion & Approval of Recommended Light Configuration For Legacy BlvdTab 5
 - B. Discussion of Proposed Budget FY 24-25
 - C. Consideration of Phase 3 Park Landscape Improvements (Under Separate Cover)
 - D. Consideration of Hoover Pump ProposalTab 6
 - E. Consideration of Fountain Lights Proposal.....Tab 7
 - F. Ratification of Decoder Replacement ProposalTab 8
 - G. Ratification of Decoder Module Replacement ProposalTab 9

7. SUPERVISOR REQUESTS AND COMMENTS

8. ADJOURNMENT

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

Very truly yours,

Brian Mendes

Brian Mendes
District Manager

TAB 1

Hi, below is the **February 2024 Landscape Report**. Please disseminate to all board members. And additionally include in the March board packet. Also include Brian Schaub.

February has been an unusual month when it comes to the weather. Mother Nature has provided us with warm periods and cold periods and unseasonal rain , coupled with windy conditions which provided additional challenges for Juniper.

However, Juniper delivered the scheduled services for the month. All routine maintenance has been completed. During this timeframe they returned to the regular detail scheduling. This has included light and heavy pruning to promote for plant material health.

Weed mitigation is underway with spraying and pruning as appropriate. Also some of the shrub beds on Legacy Blvd that were showing signs of dead spots have been cutaway. They will continue to manage this process as we prepare for the spring season.

Legacy Blvd annuals. The annuals will be replaced sometime in March (TBD).

Crepe Myrtles will receive a “ pencil pruning” . Previous landscapers pruned these trees by hat racking them which over the many years has caused limb deformity. The change in pruning style is much needed.

Bullnose project on Legacy Blvd. the corner of Galindo has received the facelift . The project was slightly delayed due to weather conditions and sod availability. We expect the project to be completed by 1 March 2024.

The next corner will be Balboa and Legacy Blvd. we’ve had a line of sight issue on this corner . This refresh will mitigate the line of sight issues and provide a much needed refresh.

The board previously approved a budget not to exceed \$40K from the 2024 infrastructure reserves To date we’ve spent \$11K. We are tackling the larger corners first. Most are on the east side of Legacy Blvd. The corners on the west side of Legacy are smaller requiring less funding.

Controller #11 will be replaced in March. Also repairs have been made to various decoders in phase 7&8 pond areas.

Overall, the detail crews , irrigation and fertilization personnel have been busy getting our property ready for the spring months ahead!

March 2024 Landscape report

Juniper has been busy with property preparation for the upcoming spring demand. The detail crews have been been spraying sidewalk beds, Legacy beds and parks. They’ve been focusing on the removal of dead shrub material throughout the common areas.

The last Rizzetta inspection report (January) is 75% complete. And the remaining items will be addressed as part of the planned monthly maintenance.

Actions performed:

- routine maintenance , mowing bi- monthly. Weekly mowing will commence in April .
- detail/ pruning has begun. Hedge trimming on Legacy is scheduled during March.
- replacement sod from the burnout on Legacy is due in March. This action was delayed due to availability of replacement sod.

Irrigation:

- wire repair and replacement continues. Wet checks provide advance notice if irrigation gaps in coverage exists , heads not working or other issues that affect our overall property are being addressed on a daily basis.
- controller #11 was replaced which repaired water delivery to many zones in the Camberly park area.

Arbor:

- 18 Drake Elm trees were planted throughout the property. Also, there is a tree on Legacy leaning over about 45 degree angle that can't be righted. It will be removed and replaced with a 45 gallon Drake Elm.
- canary palm and crepe Myrtle (pencil) pruning will commence in March and will continue to completion. Tall palm trees requiring a bucket will be scheduled April-May timeframe.

Bullnose update:

- Galindo refresh was completed early March . The next corner will be Balboa. Awaiting proposal. We received some compliments from homeowners on work already completed.

Fertilization & Pest Control. Quarterly fertilization is on going. During March , phases 3-6 have been completed. Phases 7&8 to follow.

Annuals on Legacy:

- completed removing the old annuals to the new annuals beginning of March.

Summary:

Overall, Juniper has been delivering great service on CDD property. Moreover, they have their workforce focused on the HI property as a whole, which is quite refreshing. The joint landscape team allows for sharing of information to ensure that our landscape maintenance remains high quality.

Special thanks to Rodney Santi, Chris Wade and Chad Folds and their team! BZ!

TAB 2

MINUTES OF MEETING

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

**HERITAGE ISLE AT VIERA
COMMUNITY DEVELOPMENT DISTRICT**

The meeting of the Board of Supervisors of Heritage Isle at Viera Community Development District was held on **January 23, 2024, at 10:33 a.m.** at the Brevard County Government Center, Florida Room, located at 2725 Judge Fran Jamieson Way, Viera, FL 32940.

Present and constituting a quorum:

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

Also present were:

Brian Mendes	District Manager, Rizzetta & Company
Scott Brizendine	District Management, Rizzetta & Company
Wes Haber	District Counsel, Kutak Rock LLP
Ana Saunders	District Engineer, BSE Consultants
Bryan Schaub	Landscaper, Rizzetta & Company
Rodney Santi	Landscape Company, Juniper
Chris Wade	Landscape Company, Juniper
Kyle Caracciolo-Clayton	Aquagenix
Chris Venoy	FPL Lights
General Audience	Present

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

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

SECOND ORDER OF BUSINESS

Audience Comments

A member of the audience inquired about broadcasting meetings live and the four-way stop signs and also spoke about the enhancements on along Legacy and stated

47 they are pleased.

48
49 A member of the audience commented Hirva will be using shredded mulch instead of
50 pine bark and asked the CDD to consider the same.

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52 **THIRD ORDER OF BUSINESS**

Community Updates

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54 **A. Juniper Community Update**

55 1. Discussion of Tree Project

56
57 Mr. Williams opened the discussion amongst the board.

58
59 Rodney from Juniper updated the board of supervisors on the tree save project.

60
61 Mr. Smallegan suggested to use red maple tree instead of drake elms.

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63 Mr. Walter commented on the project.

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65 Rodney from Juniper stated that the district needs to work on replacing the dead
66 plants.

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68 Mr. Williams stated to work these projects into the annual budgets.
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On a Motion by Mr. Bonin, seconded by Mr. Goldstein, with all in favor, the Board of Supervisors approved the Board of Supervisor Regular Meeting minutes held October 24, 2023, for Heritage Isle at Viera Community Development District.

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71 Mr. Bonin discussed his thoughts on the phase three park enhancements. Juniper
72 stated they will provide bids.

73
74 **B. Monthly Report Update by Supervisor Ken Walter**

75 1. Joint Landscape Report

76 2. Monthly Report by Ken Walter

77
78 Mr. Walter presented the report to the board.

79
80 Mr. Walter commented on sod that needs to be replaced.

81
82 Mr. Walter briefed the board on the successful enhancement on Leconte Blvd.
83 Also, commented the district need to stay on top shrub pruning.

84
85 Mr. Walter commented on improvements in weeding.

86
87 Mr. Walter briefed the board on the successful enhancements on North Gate.
88

89 Mr. Walter informed the board on his notes from the joint landscape meeting.

90
91 Mr. Walter made comments on the shredded hard wood for mulching. He made
92 his suggestion to remulch on October 24th.

93
94 Mr. Walter briefed the board on goals discussed at the meeting for 2024.

95
96 Mr. Walter commented on issues with ants in irrigation clocks.

97
98 Mr. Walter briefed the board on the FPL lights status on the property.

99
100 Mr. Schaub briefed the board on his report.

101
102 It is stated that the Florida Gas Company needs to pay for re-soding area they
103 damaged.

104
105 It is stated that Junipar will send a bid to request pay from FGC.

106
107 **C. Pond Maintenance Update**

108 1. Consideration of Sign Proposal

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110 Mr. Mendes briefed the board with multiple sign proposals to be considered.

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112 Mr. Clayton from Aquagenix commented on the sign installation and made his
113 suggestions.

114
115 Discussion ensued amongst the board.

116
117 Ms. Saunders also made suggestions on the sign installation.

118
119 It is stated that the district manager will gather proposals on PBC pipes (12ft).

120
121 Mr. Goldstein requested that Aquagenix keep an eye on signs that are
122 deteriorating.

123
124 **FOURTH ORDER OF BUSINESS**

125 **Staff Reports**

126 **A. District Counsel**

127
128 Mr. Haber briefed the board on the ethic training requirements.

129
130 Mr. Mendes stated that he will forward counsel's email regarding ethics training to
131 the board.

132
133 Mr. Haber made some comments about the Form 1s.

134

135 Mr. Bonin inquired about bicycles on the sidewalks. Mr. Haber responded to the
136 inquiry.

137
138 **B. District Engineer**

139
140 Ms. Saunders reported she may not be able to attend March's board meeting.

141
142 **C. District Manager**

143
144 Mr. Walter opened the discussion on FPL Lights amongst the board members.

145
146 Mr. Smallegan asked Mr. Venoy's recommendation between one or two lights.

147
148 It is stated that the electric utility usage will cost thirty dollars for single fixtures and
149 forty-five dollars for double fixtures.

150
151 Mr. Williams requested a catalog from FPL to consider final decision on conversion.

152
153 Mr. Venoy states that the district is not paying for new fixtures, they are paying for
154 the remaining balance on current fixtures contracted.

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156 Mr. Goldstien inquired about the payoff process.

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158 The board discussed amongst themselves on which light fixture they want to go with.

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160 Mr. Walter briefed the board on the financials.

161
162 Ms. Saunders requested for the rendering on locations.

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164 **FIFTH ORDER OF BUSINESS**

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166 **Consideration of the Minutes of**
167 **the Board of Supervisors'**
168 **Meeting held on November 28,**
169 **2023**

170 Mr. Williams presented the meeting minutes from the Board of Supervisors meeting held on
171 November 28, 2023 and asked if any changes were requested. There were none.

172 A recess from the meeting was taken at 12:32 pm.

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174 The meeting was resumed at 12:38 pm.

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On a Motion by Mr. Williams, seconded by Mr. Smallegan, with all in favor, the Board of Supervisors approved the Board of Supervisor Regular Meeting minutes held November 28, 2023, for Heritage Isle at Viera Community Development District.

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SIXTH ORDER OF BUSINESS

**Ratification of Operation and
Maintenance Expenditures for
October & November 2023**

Mr. Williams presented the expenditures to the board and asked if there were any questions. There were none.

On a Motion by Mr. Bonin, seconded by Mr. Goldstein, with all in favor, the Board of Supervisors ratified the operation and maintenance expenditures for October (\$71,207.40) and November (\$80,982.11) 2023, for Heritage Isle at Viera Community Development District.

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SEVENTH ORDER OF BUSINESS

**Presentation of Financial
Investment Options**

Mr. Mendes opened the discussion amongst the board of supervisors.

Mr. Brizendine briefed the board on financial investment options based on Florida Statutes and reviewed where their funds are currently invested.

On a Motion by Mr. Williams, seconded by Mr. Goldstein, with all in favor, the Board of Supervisors approved to open a new account with FL CLASS and deposit their Reserve Fund money in that account, and to deposit their excess General Fund money in their existing Florida Prime account, for Heritage Isle at Viera Community Development District.

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EIGHTH ORDER OF BUSINESS

**Consideration of Sidewalk Repair
Proposal**

Mr. Mendes presented the proposal to the Board of Supervisors and asked if there were any questions.

Ms. Saunders commented on the bid from Precision.

The board discussed the proposal amongst themselves.

Mr. Mendes stated he will coordinate with the District Engineer and Precision.

On a Motion by Mr. Smallegan, seconded by Mr. Goldstein, with all in favor, the Board of Supervisors approved the proposal for the sidewalk repair, for Heritage Isle at Viera Community Development District.

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210 **NINTH ORDER OF BUSINESS**

**Consideration of 1st Addendum
of Rizzetta & Company's
Landscape Inspection Services
Contract**

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Mr. Mendes presented the landscape inspection agreement to the board and asked if they had any questions. There were none.

On a Motion by Mr. Goldstein, seconded by Mr. Williams, with all in favor, the Board of Supervisors approved the 1st addendum of Rizzetta & Company's Landscape Inspection Services contract, for Heritage Isle at Viera Community Development District.

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THIRTEENTH ORDER OF BUSINESS

**Supervisor Requests and
Audience Comments**

A member of the audience inquired about a SOS system box. The board commented it's all already underway.

FOURTEENTH ORDER OF BUSINESS

Adjournment

On a Motion by Mr. Williams, seconded by Mr. Walter, the Board of Supervisors, with all in favor, adjourned the meeting at 1:20 p.m., for Heritage Isle at Viera Community Development District.

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Secretary/Assistant Secretary

Chairman/Vice Chairman

TAB 3

HERITAGE ISLE AT VIERA COMMUNITY DEVELOPMENT DISTRICT

District Office · Orlando, FL 32819

MAILING ADDRESS · 3434 COLWELL AVE, SUITE 200 · TAMPA, FLORIDA 33614

WWW.HERITAGEISLEATVIERACDD.ORG

Operation and Maintenance Expenditures September 2023 Presented For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from September 1, 2023 through September 30, 2023. This does not include expenditures previously approved by the Board.

The total items being presented: **\$22,035.69**

Approval of Expenditures:

_____ Chairperson

_____ Vice Chairperson

_____ Assistant Secretary

Heritage Isle at Viera Community Development District

Paid Operation & Maintenance Expenditures

September 1, 2023 Through September 30, 2023

<u>Vendor Name</u>	<u>Check #</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Druse Landscaping & Tree Service	100189	8483	Trim Trees, Remove & Install Hedge 09/23	\$ 390.00
Florida Power & Light Company	100187	1800434282	Premium Lighting Monthly Billing 09/23	\$ 1,602.00
Florida Power & Light Company	100187	1800434290	Premium Lighting Monthly Billing 09/23	\$ 981.00
Florida Power & Light Company	20230926-1	Monthly Summary 09/23-485 Autopay	Electric Services 09/23	\$ 6,150.40
Hoover Pumping Systems Corp.	100190	170556	Preventative Maintenance 08/23	\$ 71.04
Kutak Rock, LLP	100185	3268510	Legal Services 07/23	\$ 2,027.87
Rizzetta & Company, Inc.	100184	INV0000083222	District Management Fees 09/23	\$ 6,597.75
Space Coast Bee Services, Inc.	100186	23-00241	Bee & Nest Removal 08/23	\$ 175.00
U.S. Bank	100188	7034950	Trustee Fees 08/01/23-07/31/24	\$ <u>4,040.63</u>
Report Total				\$ <u><u>22,035.69</u></u>

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Operation and Maintenance Expenditures December 2023 Presented For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from December 1, 2023 through December 31, 2023. This does not include expenditures previously approved by the Board.

The total items being presented: **\$56,670.26**

Approval of Expenditures:

_____ Chairperson

_____ Vice Chairperson

_____ Assistant Secretary

Heritage Isle at Viera Community Development District

Paid Operation & Maintenance Expenditures

December 1, 2023 Through December 31, 2023

<u>Vendor Name</u>	<u>Check #</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
B S E Consultants Inc.	100234	15537	Engineering Services 10/23	\$ 1,249.77
Blown Away, LLC	100228	66221	Sidewalk Pressure Wash Phase 4,5,6,7,8,9,E,F 11/23	\$ 20,309.40
Bob Goldstein	100222	BG112823	Board of Supervisors Meeting 11/28/23	\$ 200.00
Brevard County Property Appraiser	100229	2023HERNAV-FT23-24	Non-Ad Valorem Assessment 10/1/23- 09/30/24	\$ 882.50
Emmett J Williams, Jr	100223	EW112823	Board of Supervisors Meeting 11/28/23	\$ 200.00
ESTAD, LLC	100235	9227	Installed 20ft Drain 04/23	\$ 5,187.00
Florida Power & Light Company	100230	1800443522	Premium Lighting Monthly Billing 12/23	\$ 981.00
Florida Power & Light Company	100231	1800443514	Premium Lighting Monthly Billing 12/23	\$ 1,602.00
Florida Power & Light Company	20231228-1	Monthly Summary 12/23- 485 Autopay	Summary Electric Services 12/23	\$ 5,958.47
Hoover Pumping Systems Corp.	100220	177122	Filter Disc Cleaning 11/23	\$ 2,430.80
Hoover Pumping Systems Corp.	100232	176716	1 year service agreement 12/23	\$ 5,106.67
Jon Smallegan	100224	JS112823	Board of Supervisors Meeting 11/28/23	\$ 200.00

Heritage Isle at Viera Community Development District

Paid Operation & Maintenance Expenditures

December 1, 2023 Through December 31, 2023

<u>Vendor Name</u>	<u>Check #</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Kenneth F. Walter	100225	KW112823	Board of Supervisors Meeting 11/28/23	\$ 200.00
Kenneth O. Bonin	100226	KB112823	Board of Supervisors Meeting 11/28/23	\$ 200.00
Kutak Rock, LLP	100233	3322665	Legal Services 10/23	\$ 1,863.00
Rizzetta & Company, Inc.	100221	INV0000085750	District Management Fees 12/23	\$ 7,131.67
Solitude Lake Management, LLC	100227	PSI024606	Aquatic Maintenance 11/23	\$ <u>2,967.98</u>
Report Total				\$ <u>56,670.26</u>

HERITAGE ISLE AT VIERA COMMUNITY DEVELOPMENT DISTRICT

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MAILING ADDRESS · 3434 COLWELL AVE, SUITE 200 · TAMPA, FLORIDA 33614

WWW.HERITAGEISLEATVIERACDD.ORG

Operation and Maintenance Expenditures January 2024 Presented For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from January 1, 2024 through January 31, 2024. This does not include expenditures previously approved by the Board.

The total items being presented: **\$77,889.55**

Approval of Expenditures:

_____ Chairperson

_____ Vice Chairperson

_____ Assistant Secretary

Heritage Isle at Viera Community Development District

Paid Operation & Maintenance Expenditures

January 1, 2024 Through January 31, 2024

Vendor Name	Check #	Invoice Number	Invoice Description	Invoice Amount
AMTEC	100246	1387185	Arbitrage Rebate Calculation Series 2017	\$ 450.00
Aquagenix LLC	100239	INV-012745	Aquatic Service 12/23	\$ 3,011.58
B S E Consultants Inc.	100248	15890	Engineering Services 11/23	\$ 906.20
Bob Goldstein	100249	BG012324	Board of Supervisors Meeting 01/23/24	\$ 200.00
Druse Landscaping & Tree Service	100240	8546	Removed Grind Stumps 01/24	\$ 200.00
Emmett J Williams, Jr	100250	EW012324	Board of Supervisors Meeting 01/23/24	\$ 200.00
Florida Power & Light Company	100241	1800446619	Premium Lighting Monthly Billing 01/24	\$ 1,602.00
Florida Power & Light Company	100241	1800446627	Premium Lighting Monthly Billing 01/24	\$ 981.00
Florida Power & Light Company	20240123-1	Monthly Summary 01/24- 485 Autopay	Summary Electric Services 01/24	\$ 5,304.89
Gannett Florida LocaliQ	100251	5988081	Account #1127362 Legal Advertising 10/23	\$ 364.97
Gannett Florida LocaliQ	100251	6064623	Account #1127362 Legal Advertising 11/23	\$ 165.17
Innersync Studio, Ltd	100243	21926	Website & Compliance Services 01/24	\$ 384.38

Heritage Isle at Viera Community Development District

Paid Operation & Maintenance Expenditures

January 1, 2024 Through January 31, 2024

<u>Vendor Name</u>	<u>Check #</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Jon Smallegan	100252	JS012324	Board of Supervisors Meeting 01/23/24	\$ 200.00
Juniper Landscaping of Florida, LLC	100238	241613	Plant Material 12/23	\$ 6,949.21
Juniper Landscaping of Florida, LLC	100238	241907	Plant Material 12/23	\$ 4,750.22
Juniper Landscaping of Florida, LLC	100247	247360	Clock Decoders Repairs 01/24	\$ 12,498.80
Juniper Landscaping of Florida, LLC	100247	247554	Irrigation Decoders Repairs 01/24	\$ 3,316.82
Juniper Landscaping of Florida, LLC	100253	247027	Landscape Maintenance 01/24	\$ 25,497.14
Kenneth F. Walter	100254	KW012324	Board of Supervisors Meeting 01/23/24	\$ 200.00
Kenneth O. Bonin	100255	KB012324	Board of Supervisors Meeting 01/23/24	\$ 200.00
Kutak Rock, LLP	100244	3338655	Legal Services 11/23	\$ 1,225.50
Rizzetta & Company, Inc.	100236	INV0000086471	District Management Fees 01/24	\$ 6,931.67
Rizzetta & Company, Inc.	100237	INV0000086385	Dissemination Services FY 23/24	\$ 2,000.00

Heritage Isle at Viera Community Development District

Paid Operation & Maintenance Expenditures

January 1, 2024 Through January 31, 2024

<u>Vendor Name</u>	<u>Check #</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Space Coast Bee Services, Inc.	100245	24-00105	Bee & Nest Removal 01/24	\$ <u>350.00</u>
Report Total				\$ <u>77,889.55</u>

TAB 4

RESOLUTION 2024-02

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE HERITAGE ISLE AT VIERA COMMUNITY DEVELOPMENT DISTRICT IMPLEMENTING SECTION 190.006(3), *FLORIDA STATUTES*, AND REQUESTING THAT THE BREVARD COUNTY SUPERVISOR OF ELECTIONS CONDUCT THE DISTRICT'S GENERAL ELECTIONS; PROVIDING FOR COMPENSATION; SETTING FORTH THE TERMS OF OFFICE; AUTHORIZING NOTICE OF THE QUALIFYING PERIOD; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

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

WHEREAS, the Board of Supervisors of the District (“**Board**”) seeks to implement Section 190.006(3), *Florida Statutes*, and to instruct the Brevard County Supervisor of Elections (“**Supervisor**”) to conduct the District’s elections by the qualified electors of the District at the general election (“**General Election**”).

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

1. **GENERAL ELECTION SEATS.** Seat 4, currently held by Kenneth Bonin, and Seat 5, currently held by Bob Goldstein, are scheduled for the General Election beginning in November 2024. The District Manager is hereby authorized to notify the Supervisor of Elections as to what seats are subject to General Election for the current election year, and for each subsequent election year.

2. **QUALIFICATION PROCESS.** For each General Election, all candidates shall qualify for individual seats in accordance with Section 99.061, *Florida Statutes*, and must also be a qualified elector of the District. A qualified elector is any person at least 18 years of age who is a citizen of the United States, a legal resident of the State of Florida and of the District, and who is registered to vote with the Brevard County Supervisor of Elections. Campaigns shall be conducted in accordance with Chapter 106, *Florida Statutes*.

3. **COMPENSATION.** Members of the Board receive \$200 per meeting for their attendance and no Board member shall receive more than \$4,800 per year.

4. **TERM OF OFFICE.** The term of office for the individuals to be elected to the Board in the General Election is four years. The newly elected Board members shall assume office on the second Tuesday following the election.

5. **REQUEST TO SUPERVISOR OF ELECTIONS.** The District hereby requests the Supervisor to conduct the District's General Election in November 2024, and for each subsequent General Election unless otherwise directed by the District's Manager. The District understands that it will be responsible to pay for its proportionate share of the General Election cost and agrees to pay same within a reasonable time after receipt of an invoice from the Supervisor.

6. **PUBLICATION.** The District Manager is directed to publish a notice of the qualifying period for each General Election, in a form substantially similar to **Exhibit A** attached hereto.

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

8. **EFFECTIVE DATE.** This Resolution shall become effective upon its passage.

PASSED AND ADOPTED this 26th day of March, 2024.

**HERITAGE ISLE AT VIERA
COMMUNITY DEVELOPMENT
DISTRICT**

CHAIRPERSON / VICE CHAIRPERSON

ATTEST:

SECRETARY / ASSISTANT SECRETARY

EXHIBIT A

NOTICE OF QUALIFYING PERIOD FOR CANDIDATES FOR THE BOARD OF SUPERVISORS OF THE HERITAGE ISLE AT VIERA COMMUNITY DEVELOPMENT DISTRICT

Notice is hereby given that the qualifying period for candidates for the office of Supervisor of the Heritage Isle at Viera Community Development District (“District”) will commence at noon on June 10th, 2024 and close at noon on June 14th, 2024. Candidates must qualify for the office of Supervisor with the Brevard County Supervisor of Elections located at 2725 Judge Fran Jamieson Way Viera, FL 32940; Ph: 321-290-8683. All candidates shall qualify for individual seats in accordance with Section 99.061, *Florida Statutes*, and must also be a “qualified elector” of the District, as defined in Section 190.003, *Florida Statutes*. A “qualified elector” is any person at least 18 years of age who is a citizen of the United States, a legal resident of the State of Florida and of the District, and who is registered to vote with the Brevard County Supervisor of Elections. Campaigns shall be conducted in accordance with Chapter 106, *Florida Statutes*.

The Heritage Isle at Viera Community Development District has a total of two seats up for election, specifically seats four and five. Each seat carries a four-year term of office. Elections are nonpartisan and will be held at the same time as the general election on November 5, 2024, and in the manner prescribed by law for general elections.

For additional information, please contact the Brevard County Supervisor of Elections.

Publish on or before May 24th, 2024.

TAB 5

Background: The current street lights on Legacy Blvd are twenty (20) years old. The original agreements with FPL were signed during 2004 as part of the original buildout of Heritage Isle. These street lights have become a maintenance challenge. The bulbs currently in use are metal halide , and high pressure sodium type bulbs. These lights are obsolete now. Plus the piece part support for the fixtures is almost non-existent.

When reporting an outage to FPL, it can take upwards of 40 days to repair because of the paucity of supply support. Moreover, the candle power is no longer consistent along Legacy Blvd due to mixing bulb types on the fixtures. Based on the fact that our current lighting on Legacy Blvd is obsolete, It's time to make the switch to the current LED lighting technology offered by FPL.

Options: Right now, there are two options that have been recommended by our FPL point of Contact, Chris Venoy. We have received detailed information with the 1 (one) light and 2(two) light options. Some of this information has been provided via separate correspondence.

The recommended light fixture is the Granville light fixture (very similar to what we have) using a 60W bulb in either the one light or two light options.

The two light option is the recommended solution since it replaces what we currently have . Also, the two light option will provide us with the necessary lumens (candle power) to properly illuminate Legacy Blvd. the 60W bulb is the recommended option. Also, these bulbs provide the necessary illumination on the street.

The one light option is viewed as down grade since the lumens would be inadequate. Also, Homeowners are used to seeing the two light configuration. Anything less would most likely generate complaints since it would be viewed as a downgrade.

What's the cost?: for either option there is a termination fee of \$57,525.00 which will be a one time payment to close out the original tariff agreements from 2004. This payment will be made in October 2024 which is FY2025. The impact on the assessment will be approximately a \$38.00 increase per door (previously briefed).

This will be funded with FY2025 funding as a special budget line item.

Then there will be an increase in the monthly tariff as follows;

Option.	Bulb.	New monthly tariff.	Old tariff
1 light option.	60W.	\$2,767.00.	\$0
2 light option.	60W	\$4,167.00.	\$2,583.00

The increase in the tariff of \$1,584.00 per month will become effective January 2025 when the installation will occur. We will continue to pay the current tariff of \$2,583 October-December 2024. The increase will affect the remainder of fiscal year.

2025. As such , $\$1,584.00 \times 9 = \$15,840.00 / 1606 = \$15.00$ per door. This will be a one time adjustment to the budget base for LED light leasing on Legacy Blvd.

There is no additional cost to the CDD to remove and replace the existing poles and fixtures.

The agreement is a 10 (ten) year duration with an automatic extension of 5 (five) years. The tariff pays for the maintenance and power for the lights.

Budget Review:

Brian and I will be working on the 2025 overall budget by reviewing every budget line to determine where additional reductions can be taken to offset some of the LED conversion increase.

What's next?

1. Get board approval for the two light FPL recommendation at the 26 March CDD meeting.
2. Have Wes Haber review the FPL two light agreement
3. After review, Jay Williams (Chair) signs agreement before 5 May 2024.
4. FPL proceeds with the project preparation with an expected January 2025 construction date.
5. CDD pays the one time termination fee of \$57,525.00 beginning in October 2024.
6. New monthly tariff effective either January or February 2025 timeframe.
7. Send out eblast to the community concerning the LED light conversion toward year end.







Robert Crispin
Debbie Hunter
804-756-1274
JAMES LEE CRISPIN
LTD. BY APPOINTMENT





LED Lighting Solutions



Roadway Lighting | Area Lighting | Pendant Lighting | Post Top Lighting | Brackets and Poles

Safer. Smarter. More Vibrant Spaces.



FPL®

Roadway Lighting

Feel Safe, Drive Safe



ATB2 – Turtle-friendly Amber



Shield facing coastal line

Cree – RSW Extra-large
Turtle-friendly Amber



Roadway – LED 5,000 Lumens
to 12,000 Lumens*

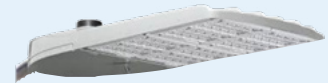


Roadway – LED 17,000
Lumens to 20,000 Lumens*



Roadway – LED 31,500 Lumens*











Available in
black or gray



AEL – ATB2

**This is a non-representative image for the light.
Installations in the field may be different.*

ROADWAY LIGHTING

Manufacturer	Style	Fixture	Pole Options	Bracket Options	Light Pattern	Line Watts/ NEMA Label	Color Temp	Lumens	Glare Rating (BUG)	.ies File	Billing Tier	
ATB2	Turtle Friendly Roadway	 (Gray or Black)	6, 7, 10	1, 7	3	108/110	594nM (Amber)	5,408 (no shield)	B1-U0-G2	Upon Request	G5	
								2,927 (rear shield)				
								1,878 (front shield)				
RSW-XL	Turtle Friendly Roadway	 (Gray) shield facing coastal line	6, 7, 10	1, 7	3	144/140	594nM (Amber)	7,280 (no shield)	B1-U0-G2	PL17871-001A RSWX9024& WITH_ NO SHIELDING AID FNRPT.IES	J4	
								4,803 (rear shield)		PL17897-001A RSWX9024& W_ FRONT+SIDE SHIELD AID FNRPT.IES		
								2,936 (front shield)		PL17871-003A RSWX9024& W_ BACK&SIDE SHIELD AID FNRPT.IES		
Roadway	5,000 LUMEN Roadway	 (Gray)	6, 7, 10	1, 7	3	42/40	3000K	5,000+	B1-U0-G1	Upon Request	C2	
			6, 7, 10	1, 7	3	42/40	4000K	5,000+	B1-U0-G2	Upon Request	C2	
	7,500 LUMEN Roadway	 (Gray)	6, 7, 10	1, 7	3	59/60	3000K	7,500+	B1-U0-G1	Upon Request	D2	
			6, 7, 10	1, 7	3	59/60	4000K	7,500+	B1-U0-G2	Upon Request	D2	
	12,000 LUMEN Roadway	 (Gray)	6, 7, 10	1, 7	3	93/90	3000K	12,000+	B2-U0-G3	Upon Request	F2	
			6, 7,10	1, 7	3	93/90	4000K	12,000+	B2-U0-G3	Upon Request	F2	
	17,000 LUMEN Roadway	 (Gray)	6, 7, 10	1, 7	3	127/130	3000K	17,000+	B3-U0-G3	Upon Request	I2	
			6, 7,10	1, 7	3	127/130	4000K	17,000+	B2-U0-G3	Upon Request	I2	
	20,000 LUMEN Roadway	 (Gray)	6, 7,10	1, 7	3	161/160	3000K	20,000+	B3-U0-G4	Upon Request	K3	
			6, 7,10	1, 7	3	161/160	4000K	20,000+	B3-U0-G4	Upon Request	K3	
	31,500 LUMEN Roadway	 (Gray)	6, 7, 10	1, 7	3	263/260	3000K	31,500+	B3-U0-G5	Upon Request	Q3	
			6, 7, 10	1, 7	3	263/260	4000K	31,500+	B3-U0-G5	Upon Request	Q3	
	AEL	ATB2	 (Gray)	1,6,7,9,10	1,5B,7	4	121/120	3000K	16,427	B2-U0-G3	ATB2_P40X_MVOLT_R4_3K	H3
				1,6,7,9,10	1,5B,7	4	121/120	4000K	17,125	B2-U0-G3	ATB2_P40X_MVOLT_R4_4K	H3
1,6,7,9,10				1,5B,7	4	186/190	3000K	24,937	B3-U0-G4	ATB2_P602_R4_3K_186W_RFD323103.IES	L3	
1,6,7,9,10				1,5B,7	4	186/190	4000K	25,839	B3-U0-G4	ATB2_P602_R4_RFD325843.ies	L3	
1,6,7,9,10				1,5B,7	4	264/260	3000K	32,450	B3-U0-G5	ATB2_P604_R4_3K	Q3	
1,6,7,9,10				1,5B,7	4	264/260	4000K	33,910	B3-U0-G5	ATB2_P604_R4_4K	Q3	
 (Black)			6,7,9,10	1,2,5B,7	4	121/120	4000K	17,125	B2-U0-G3	ATB2_P40X_MVOLT_R4_4K	H3	
			2,4,8*	2		186/190	4000K	25,839	B3-U0-G4	ATB2_P602_R4_RFD325843.ies	L3	
			6,7,9,10	1,2,5B,7	4	264/260	4000K	33,910	B3-U0-G5	ATB2_P604_R4_4K	Q4	
			2,4,8*	2								

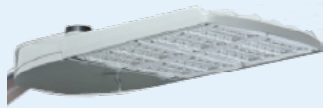
Note: All roadway fixtures are grey unless otherwise noted



FPL®

Area Lighting

Inspiring Illumination



AEL – ATB2

Available in black
or bronze



Area – 7500 to 65000 Lumens



Flood – 15,000 Lumens*






Flood – 26,000 Lumens*



Flood – 48,000 Lumens*

**This is a non-representative image for the light.
Installations in the field may be different.*

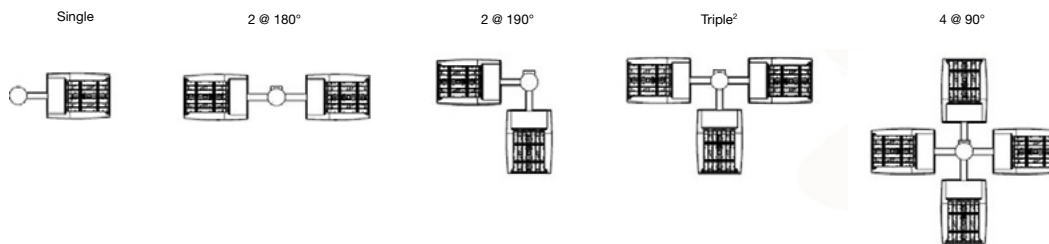
AREA LIGHTING

Manufacturer	Style	Fixture	Pole Options	Bracket Options	Light Pattern	Line Watts/ NEMA Label	Color Temp	Lumens	Glare Rating (BUG)	.ies File	Billing Tier
AEL	ATB2	 (Gray)	1, 7, 9	1, 5B	5	295/300	4000K	36,750	B5-U0-G4	ATB2-P605-R5-4K.ies	S3
Area Light	7,500 Lumen Area	 (Black or Bronze)	1*, 4, 8*, 9	5A Single, Double @ 90 deg or 180 deg, Triple @ 90 deg, and Quad available	4	59/60	4000K	7,500+	B2-U0-G2	GLANSA2A740UT4W-59W.ies	D3
	17,500 Lumen Area		1*, 4, 8*, 9		4	127/130	4000K	17,500+	B3-U0-G3	GLANSA3B740UT4W-127W.ies	I3
	30,000 Lumen Area		1*, 4, 8*, 9		4	246/245	4000K	30,000+	B3-U0-G5	GALNSA4D740UT4W-246W.ies	P4
	50,000 Lumen Area		1*, 4, 8*, 9		4	449/450	4000K	50,000+	B4-U0-G4	GALNSA9C740UT4W-449W.ies	BB5
	65,000 Lumen Area		1*, 4, 8*, 9		4	560/560	4000K	65,000+	B5-U0-G5	GALNSA9D740UT4W-560W.ies	EE5
Flood	15,000 Lumen Floodlight		6, 7	24" stand-off (2DS)	6x6	110/110	4000K	15,000+	N/A	EFM102_XX66740____ - PRELIMINARY-FP&L_110W_17370LUMENS.ies	G3
	26,000 Lumen Floodlight		6, 7	24" stand-off (2DS)	6x6	195/195	4000K	26,000+	N/A	EFM102_XX66740____ - PRELIMINARY-FP&L_195W_28665LUMENS.ies	M3
	48,000 Lumen Floodlight		6, 7	24" stand-off (2DS)	6x6	348/350	4000K	48,000+	N/A	EFH102_XX66740____ - PRELIMINARY-FP&L_348W_50400LUMENS.ies	V4

1* ONLY the 59/60 watt 7,500 lumen light can be installed on the 20' (13' MH) Type 1 pole
All can be installed on the 35' (27'6" MH) Type 1 pole

8* ONLY the 59/60 watt 7,500 lumen light can be installed on the 14'6" and 21' Type 8 poles.
All can be installed on the 33' (24' MH) Type 8 pole.

*Area configurations



Note: Glare (BUG) Ratings for UFLD are measured at 0° tilt.



FPL®

Pendant Lighting

Functional Can Be Beautiful



Holophane – Bern



Teardrop – With Deep Skirt



Teardrop

Turtle-friendly amber



Holophane – Bern



King – Harbor Side K366

PENDANT LIGHTING

Manufacturer	Style	Fixture	Pole Options	Bracket Options	Light Pattern	Line Watts/ NEMA Label	Color Temp	Lumens	Glare Rating (BUG)	.ies File	Billing Tier
Holophane	Bern		3, 4, 7	3	3	58/60	4000K	7,609	B1-U0-G1	GBLF3_P30_40K_ASY_BK_RFD327869.ies	D10
		 (Turtle-friendly amber)	3, 4, 7	3	3	57/60	Amber	1,995 (no shield)	B1-U0-G0	Upon Request	D10
								1,434 (rear shield)			
							816 (front shield)				
Teardrop	Teardrop w/deep skirt	 (Black)	3, 4, 7	3	3	144/140	3000K	13,716	B2-U0-G1	MPL3_P45S_30K_SG3_DS_RFD330683.IES	J9
						144/140	4000K	13,969	B3-U0-G3	MPL3_P45S_40K_SG3_DS_RFD330684.IES	J9
						242/240	3000K	29,509	B3-U0-G2	0800SP4SA2X24230XXJ-(SHRD242W3000K).IES	O10
	Teardrop (Memphis)	 (Black)	3, 4, 7	3	3	144/140	3000K	17,516	B3-U2-G2	0800NP4GD3X14430XXJ-(144W3000K).IES	J9
						144/140	4000K	19,102	B2-U3-G4	0800NP4GD3X14440XXH-(144W4000K).IES	J9
						242/240	3000K	29,509	B3-U0-G2	0800NP4GD3X24230XXJ-(242W3000K).IES	O9
King	Harbor Side K366		3, 4, 7	3	3	50/50	3000K	5,646	B2-U2-G2	0366PP4AC3X05030XXE(1).IES	D8
						90/90	3000K	9,291	B2-U3-G2	0366PP4AC3X09030XXE(1).IES	F8



FPL[®]

Post Top Lighting

Making a Great First Impression



AEL – Contemporary
(Contempo)



Cooper – Arbor



Cooper – Mesa



GE – EPTC



GE – Traditional Carriage
(Town & Country) – No Side Panels



GE – Traditional Carriage
(Town & Country) – W/Side Panels



FPL®

Post Top Lighting

Making a Great First Impression



Black/Black

Holophane – Granville



Green/Green

Holophane – Granville



Black/Black
Plus Gold Ribbs
and Bands

Holophane – Granville





King – Victorian (No Lens)



King – Vizcaya (No Lens)

POST TOP LIGHTING (Page 1 of 2)

Manufacturer	Style	Fixture	Pole Options	Bracket Options	Light Pattern	Line Watts/ NEMA Label	Color Temp	Lumens	Glare Rating (BUG)	.ies File	Billing Tier
AEL	Contemporary (Contempo)	 (Gray)	1 (20'), 2, 8	NA	3	38/40	3000K	3,358	B1-U3-G2	245L_P30_XX_30K_R3_RNA_FPD95.ies	C2
			1 (20'), 2, 8	NA	3	72/70	3000K	6,385	B2-U3-G2	245L_P55_XX_30K_R3_RNA_FPD95_ SPECIAL.ies	E3
			1 (20'), 2, 8	NA	3	38/40	4000K	3,615	B1-U3-G2	245L_P30_XX_40K_R3_RNA_FPD95.ies	C2
			1 (20'), 2, 8	NA	3	72/70	4000K	6,874	B2-U3-G2	245L_P55_XX_40K_R3_RNA_FPD95_ SPECIAL.ies	E3
Cooper	Arbor		1 (20'), 2**, 5, 8	NA or 6	3	48	3000K	4,173	B1-U0-G2	ARB-B2-LED-D1-T3-7030	D6
			1 (20'), 2**, 5, 8	NA or 6	3	48	4000K	4,534	B1-U0-G2	ARB-B2-LED-D1-T3-7040	D6
			1 (20'), 2**, 5, 8	NA or 6	3	99	3000K	7,779	B2-U0-G3	ARB-B3-LED-D1-T3-7030	G6
			1 (20'), 2**, 5, 8	NA or 6	3	99	4000K	8,451	B2-U0-G3	ARB-B3-LED-D1-T3-7040	G6
	Mesa	 (Black)	1 (20'), 2**, 5, 8, 9	NA or 6	3	75/80	4000K	7,456	B2-U0-G2	PMMSA2A740UT3-75W	E5
			1 (20'), 2**, 5, 8, 9	NA or 6	3	150/150	4000K	14,911	B3-U0-G3	PMMSA4A740UT3-150W	J6
			1 (20'), 2**, 5, 8, 9	NA or 6	5	258	4000K	28,336	B5 U0 G4	PMMSA4D740U5WQ-258W	Q6
GE	EPTC	 (Black)	1 (20'), 2, 8	NA or 6	3	65/70	4000K	7,300	B3-U0-G1	EPTC02_07A40_____.ies	E4
	Traditional Carriage (Town & Country) - No Side Panels	 (Black)	1 (20'), 2, 8	NA or 6	3	39/40	3000K	4,090	B1-U0-G2	EPTT01_F4BN30_____-120-277V.IES	C3
			1 (20'), 2, 8	NA or 6	3	39/40	4000K	4,110	B1-U0-G2	EPTT01_F4BN40_____-120-277V.IES	C3
			1 (20'), 2, 8	NA or 6	3	73/70	3000K	7,425	B2-U0-G2	EPTT01_F7DN30_____-120-277V.IES	E3
			1 (20'), 2, 8	NA or 6	3	73/70	4000K	7,660	B2-U0-G2	EPTT01_F7DN40_____-120-277V.IES	E3
	Traditional Carriage (Town & Country) - W/Side Panels	 (Black)	1 (20'), 2, 8	NA or 6	3	39/40	3000K	3,500	B1-U3-G3	EPTT01_F4BA30_____-120-277V.IES	C3
			1 (20'), 2, 8	NA or 6	3	39/40	4000K	3,600	B1-U3-G3	EPTT01_F4BA40_____-120-277V.IES	C3
			1 (20'), 2, 8	NA or 6	3	73/70	3000K	6,450	B2-U4-G3	EPTT01_F7DA30_____-120-277V.IES	E3
1 (20'), 2, 8			NA or 6	3	73/70	4000K	6,750	B2-U4-G3	EPTT01_F7DA40_____-120-277V.IES	E3	

*Also available in double bracket configuration

**New construction only

POST TOP LIGHTING (Page 2 of 2)

Manufacturer	Style	Fixture	Pole Options	Bracket Options	Light Pattern	Line Watts/ NEMA Label	Color Temp	Lumens	Glare Rating (BUG)	.ies File	Billing Tier
	Granville	 Black/Black	1, 5, 8*	NA or 4,6	3	39/40	3000K	5,190	B2-U4-G5	GVD3_P20_30K_XXXX_GL3_FC.ies	C5
			1, 5, 8*	NA or 4,6	3	39/40	4000K	5,286	B2-U4-G5	GVD3_P20_40K_XXXX_GL3_FC.ies	C5
			1, 5, 8*	NA or 4,6	3	60/60	3000K	7,811	B2-U4-G5	GVD3_P30_30K_XXXX_GL3_FC_FPD98.ies	E5
			1, 5, 8*	NA or 4,6	3	60/60	4000K	7,956	B2-U4-G5	GVD3_P30_40K_XXXX_GL3_FC_FPD98.ies	E5
Holophane	Granville w/ Ribs and Bands	 Black/Black	1, 5, 8*	NA or 4,6	3	39/40	3000K	4,619	B2-U3-G4	GVD3_P20_30K_XXXX_GL3_FC_FPB98.ies	C5
			1, 5, 8*	NA or 4,6	3	39/40	4000K	4,705	B2-U3-G4	GVD3_P20_40K_XXXX_GL3_FC_FPB98.ies	C5
			1, 5, 8*	NA or 4,6	3	60/60	3000K	6,953	B2-U4-G5	GVD3_P30_30K_XXXX_GL3_RB_FC_FPD98.ies	E5
			1, 5, 8*	NA or 4,6	3	60/60	4000K	7,082	B2-U4-G5	GVD3_P30_40K_XXXX_GL3_RB_FC_FPD98.ies	E5
	Granville	 Green/Green	1, 5	NA or 4	3	39/40	3000K	5,190	B2-U4-G5	GVD3_P20_30K_XXXX_GL3_FC.ies	C5
			1, 5	NA or 4	3	60/60	3000K	7,811	B2-U4-G5	GVD3_P30_30K_XXXX_GL3_FC_FPD98.ies	E5
King	Victorian (No lens)		1, 2, 5, 8	NA	3	60	3000K	4,598	B1-U0-G1	0056TP4NL3X06030XXE.ies	E6
			1, 2, 5, 8	NA	3	100	3000K	6,731	B2-U0-G2	0056TP4NL3X10030XXE.ies	G6
	Vizcaya (No lens)		1, 2, 5, 8	N/A or 4,6	3	40	3000K	4,190	B1-U0-G1	0100WP4NG3X04030XXE.ies	C5
			1, 2, 5, 8	N/A or 4,6	3	60	3000K	5,986	B2-U0-G2	0100WP4NG3X06030XXE.ies	E5

*Also available in double bracket configuration

**New construction only



FPL®

Brackets and Poles

Discover a New Road to Efficiency

BRACKETS (Page 1 of 2)



1

Style

Standard
2', 6', 8', 12'
Side Mounted

Color

Silver



2

Style

Standard
8' Side Mounted Arm
or Standard 6', 8'
Tenon Mounted Arm

Color

Black



3

Style

Decorative 6' Single or
Double, Tenon Mounted
Arm or Decorative
48" Pedestrian Side
Mounted Arm

Color

Black



FPL®

Brackets and Poles

Discover a New Road to Efficiency

BRACKETS (Page 2 of 2)



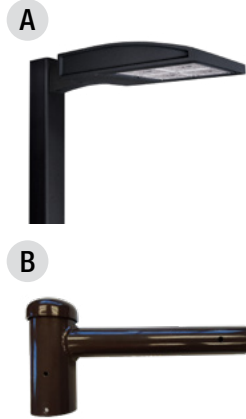
4

Style

Decorative Double Bracket Tenon Mounted Arm

Color

Black
Green



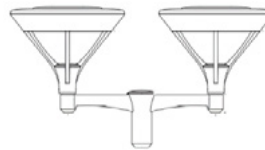
5

Style

Multiple Fixture Configurations Available

Color

Black
Gray
Bronze



6

Style

Decorative Double Modern Bracket Tenon Mounted Arm

Color

Black



7

Style

14'6" bracket with 15'6" upsweep rise for special applications only. Pole 10 only

Color

Silver

POLES

Standard Concrete



1

Tenon Mount
20' (13' MH)
35' (27'6" MH)

Standard Black Fiberglass



2

Tenon Mount
13' (10' MH)
20' (15'6" MH)

Black Washington Concrete



3

Tenon Mount
23' (16' MH)

Black Octagonal Concrete



4

Tenon Mount
37' (30' MH)

Black or Green Washington Concrete



5

Tenon Mount
18.5' (14'6" MH)

Standard Wood



6

Arm Mount
35' (29' MH)
40' (33'6" MH)
45' (38" MH)

Standard Concrete



7

Arm Mount
30' (22'6" MH)
35' (27'6" MH)
40' (30" MH)
45' (35' MH)

Black Tapered Concrete



8

Tenon Mount
14'6" (10' MH)
21'(15'6" MH)
33' (24' MH)

Grey or Black Round Concrete Pole on Concrete Base (Non-roadway Only)



9

22' pole
25' MH

Unfinished Round Tapered Concrete



10

Arm Mount
28' pole
35' MH
(For use with bracket 7 only)

*MH = Approximate Mounting Height

Pole Description	# Installed	# Removed
18.5' Black washington Pole	81	

- (b) Installation and/or removal of FPL-owned additional lighting facilities where a cost estimate for these facilities will be determined based on the job scope, and the Additional Lighting Charges factor applied to determine the monthly rate.
- (c) Modification to existing facilities other than described above or additional notes (explain fully): This agreement stands to remove all PL-1 infrastructure (above ground) and install LT-1. Billing account 1169974381 will close and all components will go on 5762018553. All other components will be transferred to BA5762018553

That, for and in consideration of the covenants set forth herein, the parties hereto covenant and agree as follows:

FPL AGREES:

1. To install or modify the lighting facilities described and identified above (hereinafter called the Lighting System), furnish to the Customer the electric energy necessary for the operation of the Lighting System, and furnish such other services as are specified in this Agreement, all in accordance with the terms of FPL's currently effective lighting rate schedule on file at the Florida Public Service Commission (FPSC) or any successive lighting rate schedule approved by the FPSC.

THE CUSTOMER AGREES:

2. To pay a monthly fee for fixtures and poles in accordance to the Lighting tariff, and additional lighting charge in the amount of \$0. These charges may be adjusted subject to review and approval by the FPSC.
3. To pay Contribution in Aid of Construction (CIAC) in the amount of \$57,525.82 prior to FPL's initiating the requested installation or modification.
4. To pay the monthly maintenance and energy charges in accordance to the Lighting tariff. These charges may be adjusted subject to review and approval by the FPSC.
5. To purchase from FPL all the electric energy used for the operation of the Lighting System.
6. To be responsible for paying, when due, all bills rendered by FPL pursuant to FPL's currently effective lighting rate schedule on file at the FPSC or any successive lighting rate schedule approved by the FPSC, for facilities and service provided in accordance with this agreement.
7. To provide access, suitable construction drawings showing the location of existing and proposed structures, and appropriate plats necessary for planning the design and completing the construction of FPL facilities associated with the Lighting System.
8. To have sole responsibility to ensure lighting, poles, luminaires and fixtures are in compliance with any applicable municipal or county ordinances governing the size, wattage, lumens or general aesthetics.
9. For new FPL-owned lighting systems, to provide final grading to specifications, perform any clearing if needed, compacting, removal of stumps or other obstructions that conflict with construction, identification of all non-FPL underground facilities within or near pole or trench locations, drainage of rights-of-way or good and sufficient easements required by FPL to accommodate the lighting facilities.
10. For FPL-owned fixtures on customer-owned systems:
 - a. To perform repairs or correct code violations on their existing lighting infrastructure. Notification to FPL is required once site is ready.
 - b. To repair or replace their electrical infrastructure in order to provide service to the Lighting System for daily operations or in a catastrophic event.
 - c. In the event the light is not operating correctly, Customer agrees to check voltage at the service point feeding the lighting circuit prior to submitting the request for FPL to repair the fixture.

IT IS MUTUALLY AGREED THAT:

11. Modifications to the facilities provided by FPL under this agreement, other than for maintenance, may only be made through the execution of an additional lighting agreement delineating the modifications to be accomplished. Modification of FPL lighting facilities is defined as the following:
 - a. the addition of lighting facilities;
 - b. the removal of lighting facilities; and
 - c. the removal of lighting facilities and the replacement of such facilities with new facilities and/or additional facilities.

Modifications will be subject to the costs identified in FPL's currently effective lighting rate schedule on file at the FPSC, or any successive schedule approved by the FPSC.

12. FPL will, at the request of the Customer, relocate the lighting facilities covered by this agreement, if provided sufficient rights-of-way or easements to do so and locations requested are consistent with clear zone right-of-way setback requirements. The Customer shall be responsible for the payment of all costs associated with any such Customer-requested relocation of FPL lighting facilities. Payments shall be made by the Customer in advance of any relocation.
Lighting facilities will only be installed in locations that meet all applicable clear zone right-of-way setback requirements.
13. FPL may, at any time, substitute for any fixture installed hereunder another equivalent fixture which shall be of similar illuminating capacity and efficiency.

14. This Agreement shall be for a term of ten (10) years from the date of initiation of service, and, except as provided below, shall extend thereafter for further successive periods of five (5) years from the expiration of the initial ten (10) year term or from the expiration of any extension thereof. The date of initiation of service shall be defined as the date the first lights are energized and billing begins, not the date of this Agreement. This Agreement shall be extended automatically beyond the initial ten (10) year term or any extension thereof, unless either party shall have given written notice to the other of its desire to terminate this Agreement. The written notice shall be by certified mail and shall be given not less than ninety (90) days before the expiration of the initial ten (10) year term, or any extension thereof.
15. In the event lighting facilities covered by this agreement are removed, either at the request of the Customer or through termination or breach of this Agreement, the Customer shall be responsible for paying to FPL an amount equal to the original installed cost of the facilities provided by FPL under this agreement less any salvage value and any depreciation (based on current depreciation rates approved by the FPSC) plus removal cost.
16. Should the Customer fail to pay any bills due and rendered pursuant to this agreement or otherwise fail to perform the obligations contained in this Agreement, said obligations being material and going to the essence of this Agreement, FPL may cease to supply electric energy or service until the Customer has paid the bills due and rendered or has fully cured such other breach of this Agreement. Any failure of FPL to exercise its rights hereunder shall not be a waiver of its rights. It is understood, however, that such discontinuance of the supplying of electric energy or service shall not constitute a breach of this Agreement by FPL, nor shall it relieve the Customer of the obligation to perform any of the terms and conditions of this Agreement.
17. The obligation to furnish or purchase service shall be excused at any time that either party is prevented from complying with this Agreement by strikes, lockouts, fires, riots, acts of God, the public enemy, or by cause or causes not under the control of the party thus prevented from compliance, and FPL shall not have the obligation to furnish service if it is prevented from complying with this Agreement by reason of any partial, temporary or entire shut-down of service which, in the sole opinion of FPL, is reasonably necessary for the purpose of repairing or making more efficient all or any part of its generating or other electrical equipment.
18. This **Agreement supersedes all previous Agreements** or representations, either written, oral, or otherwise between the Customer and FPL, with respect to the facilities referenced herein and constitutes the entire Agreement between the parties. This Agreement does not create any rights or provide any remedies to third parties or create any additional duty, obligation or undertakings by FPL to third parties.
19. In the event of the sale of the real property upon which the facilities are installed, upon the written consent of FPL, this Agreement may be assigned by the Customer to the Purchaser. No assignment shall relieve the Customer from its obligations hereunder until such obligations have been assumed by the assignee and agreed to by FPL.
20. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the Customer and FPL.
21. The lighting facilities shall remain the property of FPL in perpetuity.
22. This Agreement is subject to FPL's Electric Tariff, including, but not limited to, the General Rules and Regulations for Electric Service and the Rules of the FPSC, as they are now written, or as they may be hereafter revised, amended or supplemented. In the event of any conflict between the terms of this Agreement and the provisions of the FPL Electric Tariff or the FPSC Rules, the provisions of the Electric Tariff and FPSC Rules shall control, as they are now written, or as they may be hereafter revised, amended or supplemented.

IN WITNESS WHEREOF, the parties hereby caused this Agreement to be executed in triplicate by their duly authorized representatives to be effective as of the day and year first written above.

Charges and Terms Accepted:

HERITAGE ISLE AT VIERA CDD

FLORIDA POWER & LIGHT COMPANY

Customer (Print or type name of Organization)

By: _____
Signature (Authorized Representative)

By: _____
(Signature)

(Print or type name)

Chris Venoy
(Print or type name)

Title: _____

Title: FPL LT-1 Representative



FPL Account Number: **1169974381**
 FPL Work Order Number: _____

PREMIUM LIGHTING AGREEMENT

In accordance with the following terms and conditions, **HERITAGE ISLE AT VIERA CDD** (hereinafter called the Customer), requests on this **5th** day of **May, 2024**, from FLORIDA POWER & LIGHT COMPANY (hereinafter called FPL), a corporation organized and existing under the laws of the State of Florida, the following installation or modification of premium lighting facilities at (general boundaries) **Streetlightng**, located in **Melbourne**, Florida.
 (city/county)

(a) Installation and/or removal of FPL-owned facilities described as follows:

<u>Lights Installed</u>			<u>Lights Removed</u>		
Fixture Rating (in Lumens)	Fixture Type	# Installed	Fixture Rating (in Lumens)	Fixture Type	# Removed
			175W MH	ZLHERI	80

<u>Poles Installed</u>		<u>Poles Removed</u>	
Pole Type	# Installed	Pole Type	# Removed
		ZPLHERI	40

(b) Modification to existing facilities other than described above (explain fully): **Removal agreement for PL-1 poles/lights which will be replaced by LT-1.**

Total work order cost is \$0.00

That, for and in consideration of the covenants set forth herein, the parties hereto covenant and agree as follows:

FPL AGREES:

- To install or modify the premium lighting facilities described and identified above (hereinafter called the Premium Lighting System), furnish to the Customer the electric energy necessary for the operation of the Premium Lighting System, and furnish such other services as are specified in this Agreement, all in accordance with the terms of FPL's currently effective Premium Lighting rate schedule on file at the Florida Public Service Commission (FPSC) or any successive Premium Lighting rate schedule approved by the FPSC.

THE CUSTOMER AGREES:

- To purchase from FPL all of the electric energy used for the operation of the Premium Lighting System.
- To be responsible for paying, when due, all bills rendered by FPL pursuant to FPL's currently effective Premium Lighting rate schedule on file at the FPSC or any successive Premium Lighting rate schedule approved by the FPSC, for facilities and service provided in accordance with this Agreement.
- To provide access, final grading and, when requested, good and sufficient easements, suitable construction drawings showing the location of existing and proposed structures, identification of all non-FPL underground facilities within or near pole or trench locations, and appropriate plats necessary for planning the design and completing the construction of FPL facilities associated with the Premium Lighting System.
- To perform any clearing, compacting, removal of stumps or other obstructions that conflict with construction, and drainage of rights-of-way or easements required by FPL to accommodate the premium lighting facilities.

IT IS MUTUALLY AGREED THAT:

6. Modifications to the facilities provided by FPL under this agreement, other than for maintenance, may only be made through the execution of an additional Premium Lighting Agreement delineating the modifications to be accomplished. Modification of FPL premium lighting facilities is defined as the following:
 - a. the addition of premium lighting facilities;
 - b. the removal of premium lighting facilities; and
 - c. the removal of premium lighting facilities and the replacement of such facilities with new facilities and/or additional facilities.

Modifications will be subject to the costs identified in FPL's currently effective Premium Lighting rate schedule on file at the FPSC, or any successive schedule approved by the FPSC.

7. FPL will, at the request of the Customer, relocate the premium lighting facilities covered by this agreement, if provided sufficient right-of-ways or easements to do so. The Customer shall be responsible for the payment of all costs associated with any such Customer-requested relocation of FPL premium lighting facilities.
8. FPL may, at any time, substitute for any luminaire/lamp installed hereunder another luminaire/lamp which shall be of at least equal illuminating capacity and efficiency.
9. FPL will ensure the facilities remain in working condition and it will repair any facilities as soon as practical following notification by the Customer that such work is necessary. The Company agrees to make reasonable effort to obtain facilities for use in repairs or replacement to match the original facilities. The Company, however, does not guarantee that facilities will always be available as manufacturers of facilities may no longer make such facilities available or other circumstances beyond the Company's control. In the event the original facilities are no longer available, FPL will provide and the Customer agrees to a similar kind and quantity.
10. This Agreement shall be for a term of twenty (20) years from the date of initiation of service. The date of initiation of service shall be defined as the date the first lights are energized and billing begins, not the date of this Agreement. At the end of the term of service, the Customer may elect to execute a new Agreement based on the current estimated replacement cost.
11. The Customer will pay for these facilities as described in this Agreement by paying a lump sum of \$- in advance of construction.
12. The monthly Maintenance Charge is \$-. This charge may be adjusted subject to review and approval by the Florida Public Service Commission.
13. The monthly Billing Charge is \$-. This charge may be adjusted subject to review and approval by the Florida Public Service Commission.
14. In the event of the sale of the real property upon which the facilities are installed, upon the written consent of FPL, this Agreement may be assigned by the Customer to the Purchaser. No assignment shall relieve the Customer from its obligations hereunder until such obligations have been assumed by the assignee and agreed to by FPL.
15. Should the Customer fail to pay any bills due and rendered pursuant to this Agreement or otherwise fail to perform the obligations contained in this Agreement, said obligations being material and going to the essence of this Agreement, FPL may cease to supply electric energy or service until the Customer has paid the bills due and rendered or has fully cured such other breach of this Agreement. Any failure of FPL to exercise its rights hereunder shall not be a waiver of its rights. It is understood, however, that such discontinuance of the supplying of electric energy or service shall not constitute a breach of this Agreement by FPL, nor shall it relieve the Customer of the obligation to perform any of the terms and conditions of this Agreement.
16. If the Customer no longer wishes to receive service under this schedule, the Customer may terminate the Premium Lighting Agreement by giving the Company at least (90) ninety days advance written notice to the Company. Upon early termination of service, the Customer shall pay an amount computed by applying the Termination Factors, as stated in rate schedule PL-1, to the total work order cost of the facilities, based on the year in which the Agreement was terminated. These Termination Factors will not apply to Customers who elected to pay for the facilities in a lump sum in lieu of a monthly payment. At FPL's discretion, the Customer will be responsible for the cost to the utility of removing the facilities.
17. The obligation to furnish or purchase service shall be excused at any time that either party is prevented from complying with this Agreement by strikes, lockouts, fires, riots, acts of God, the public enemy, or by cause or causes not under the control of the party thus prevented from compliance, and FPL shall not have the obligation to furnish service if it is prevented from complying with this Agreement by reason of any partial, temporary or entire shut-down of service which, in the sole opinion of FPL, is reasonably necessary for the purpose of repairing or making more efficient all or any part of its generating or other electrical equipment.
18. This Agreement supersedes all previous Agreements or representations, either written, oral or otherwise between the Customer and FPL, with respect to the facilities referenced herein and constitutes the entire Agreement between the parties. This Agreement does not create any rights or provide any remedies to third parties or create any additional duty, obligation or undertakings by FPL to third parties.
19. This Agreement shall inure to the benefit of, and be binding upon the successors and assigns of the Customer and FPL.
20. This Agreement is subject to FPL's Electric Tariff, including, but not limited to, the General Rules and Regulations for Electric Service and the Rules of the FPSC, as they are now written, or as they may be hereafter revised, amended or supplemented. In the event of any conflict between the terms of this Agreement and the provisions of the FPL Electric Tariff or the FPSC Rules, the provisions of the Electric Tariff and FPSC Rules shall control, as they are now written, or as they may be hereafter revised, amended or supplemented.

IN WITNESS WHEREOF, the parties hereby caused this Agreement to be executed in triplicate by their duly authorized representatives to be effective as of the day and year first written above.

Charges and Terms Accepted:

HERITAGE ISLE AT VIERA CDD
Customer (Print or type name of Organization)

By: _____
Signature (Authorized Representative)

(Print or type name)

Title: _____

FLORIDA POWER & LIGHT COMPANY

By: Chris Venoy
(Signature)

(Print or type name) Chris Venoy

Title: FPL LT-1 Representative



FPL Account Number: **5762018553**
 FPL Work Order Number: _____

PREMIUM LIGHTING AGREEMENT

In accordance with the following terms and conditions, **HERITAGE ISLE AT VIERA CDD** (hereinafter called the Customer), requests on this **5th** day of **May, 2024**, from FLORIDA POWER & LIGHT COMPANY (hereinafter called FPL), a corporation organized and existing under the laws of the State of Florida, the following installation or modification of premium lighting facilities at (general boundaries) **Streetlightng**, located in **Melbourne**, Florida.
 (city/county)

(a) Installation and/or removal of FPL-owned facilities described as follows:

<u>Lights Installed</u>			<u>Lights Removed</u>		
Fixture Rating (in Lumens)	Fixture Type	# Installed	Fixture Rating (in Lumens)	Fixture Type	# Removed
			70W HPS	ZLTHSLE	40
			70W HPS	ZLTHSLL	42

<u>Poles Installed</u>		<u>Poles Removed</u>	
Pole Type	# Installed	Pole Type	# Removed
		ZPLHSSL	21
		ZPLHSLE	20

(b) Modification to existing facilities other than described above (explain fully): **Removal agreement for PL-1 poles/lights which will be replaced by LT-1.**

Total work order cost is \$0.00

That, for and in consideration of the covenants set forth herein, the parties hereto covenant and agree as follows:

FPL AGREES:

- To install or modify the premium lighting facilities described and identified above (hereinafter called the Premium Lighting System), furnish to the Customer the electric energy necessary for the operation of the Premium Lighting System, and furnish such other services as are specified in this Agreement, all in accordance with the terms of FPL's currently effective Premium Lighting rate schedule on file at the Florida Public Service Commission (FPSC) or any successive Premium Lighting rate schedule approved by the FPSC.

THE CUSTOMER AGREES:

- To purchase from FPL all of the electric energy used for the operation of the Premium Lighting System.
- To be responsible for paying, when due, all bills rendered by FPL pursuant to FPL's currently effective Premium Lighting rate schedule on file at the FPSC or any successive Premium Lighting rate schedule approved by the FPSC, for facilities and service provided in accordance with this Agreement.
- To provide access, final grading and, when requested, good and sufficient easements, suitable construction drawings showing the location of existing and proposed structures, identification of all non-FPL underground facilities within or near pole or trench locations, and appropriate plats necessary for planning the design and completing the construction of FPL facilities associated with the Premium Lighting System.
- To perform any clearing, compacting, removal of stumps or other obstructions that conflict with construction, and drainage of rights-of-way or easements required by FPL to accommodate the premium lighting facilities.

IT IS MUTUALLY AGREED THAT:

6. Modifications to the facilities provided by FPL under this agreement, other than for maintenance, may only be made through the execution of an additional Premium Lighting Agreement delineating the modifications to be accomplished. Modification of FPL premium lighting facilities is defined as the following:

- a. the addition of premium lighting facilities;
- b. the removal of premium lighting facilities; and
- c. the removal of premium lighting facilities and the replacement of such facilities with new facilities and/or additional facilities.

Modifications will be subject to the costs identified in FPL's currently effective Premium Lighting rate schedule on file at the FPSC, or any successive schedule approved by the FPSC.

7. FPL will, at the request of the Customer, relocate the premium lighting facilities covered by this agreement, if provided sufficient right-of-ways or easements to do so. The Customer shall be responsible for the payment of all costs associated with any such Customer-requested relocation of FPL premium lighting facilities.
8. FPL may, at any time, substitute for any luminaire/lamp installed hereunder another luminaire/lamp which shall be of at least equal illuminating capacity and efficiency.
9. FPL will ensure the facilities remain in working condition and it will repair any facilities as soon as practical following notification by the Customer that such work is necessary. The Company agrees to make reasonable effort to obtain facilities for use in repairs or replacement to match the original facilities. The Company, however, does not guarantee that facilities will always be available as manufacturers of facilities may no longer make such facilities available or other circumstances beyond the Company's control. In the event the original facilities are no longer available, FPL will provide and the Customer agrees to a similar kind and quantity.
10. This Agreement shall be for a term of twenty (20) years from the date of initiation of service. The date of initiation of service shall be defined as the date the first lights are energized and billing begins, not the date of this Agreement. At the end of the term of service, the Customer may elect to execute a new Agreement based on the current estimated replacement cost.
11. The Customer will pay for these facilities as described in this Agreement by paying a lump sum of \$- in advance of construction.
12. The monthly Maintenance Charge is \$-. This charge may be adjusted subject to review and approval by the Florida Public Service Commission.
13. The monthly Billing Charge is \$-. This charge may be adjusted subject to review and approval by the Florida Public Service Commission.
14. In the event of the sale of the real property upon which the facilities are installed, upon the written consent of FPL, this Agreement may be assigned by the Customer to the Purchaser. No assignment shall relieve the Customer from its obligations hereunder until such obligations have been assumed by the assignee and agreed to by FPL.
15. Should the Customer fail to pay any bills due and rendered pursuant to this Agreement or otherwise fail to perform the obligations contained in this Agreement, said obligations being material and going to the essence of this Agreement, FPL may cease to supply electric energy or service until the Customer has paid the bills due and rendered or has fully cured such other breach of this Agreement. Any failure of FPL to exercise its rights hereunder shall not be a waiver of its rights. It is understood, however, that such discontinuance of the supplying of electric energy or service shall not constitute a breach of this Agreement by FPL, nor shall it relieve the Customer of the obligation to perform any of the terms and conditions of this Agreement.
16. If the Customer no longer wishes to receive service under this schedule, the Customer may terminate the Premium Lighting Agreement by giving the Company at least (90) ninety days advance written notice to the Company. Upon early termination of service, the Customer shall pay an amount computed by applying the Termination Factors, as stated in rate schedule PL-1, to the total work order cost of the facilities, based on the year in which the Agreement was terminated. These Termination Factors will not apply to Customers who elected to pay for the facilities in a lump sum in lieu of a monthly payment. At FPL's discretion, the Customer will be responsible for the cost to the utility of removing the facilities.
17. The obligation to furnish or purchase service shall be excused at any time that either party is prevented from complying with this Agreement by strikes, lockouts, fires, riots, acts of God, the public enemy, or by cause or causes not under the control of the party thus prevented from compliance, and FPL shall not have the obligation to furnish service if it is prevented from complying with this Agreement by reason of any partial, temporary or entire shut-down of service which, in the sole opinion of FPL, is reasonably necessary for the purpose of repairing or making more efficient all or any part of its generating or other electrical equipment.
18. This Agreement supersedes all previous Agreements or representations, either written, oral or otherwise between the Customer and FPL, with respect to the facilities referenced herein and constitutes the entire Agreement between the parties. This Agreement does not create any rights or provide any remedies to third parties or create any additional duty, obligation or undertakings by FPL to third parties.
19. This Agreement shall inure to the benefit of, and be binding upon the successors and assigns of the Customer and FPL.
20. This Agreement is subject to FPL's Electric Tariff, including, but not limited to, the General Rules and Regulations for Electric Service and the Rules of the FPSC, as they are now written, or as they may be hereafter revised, amended or supplemented. In the event of any conflict between the terms of this Agreement and the provisions of the FPL Electric Tariff or the FPSC Rules, the provisions of the Electric Tariff and FPSC Rules shall control, as they are now written, or as they may be hereafter revised, amended or supplemented.

IN WITNESS WHEREOF, the parties hereby caused this Agreement to be executed in triplicate by their duly authorized representatives to be effective as of the day and year first written above.

Charges and Terms Accepted:

HERITAGE ISLE AT VIERA CDD
Customer (Print or type name of Organization)

By: _____
Signature (Authorized Representative)

(Print or type name)

Title: _____

FLORIDA POWER & LIGHT COMPANY

By: Chris Venoy

(Signature)

ChrisVenoy _____
(Print or type name)

Title: **FPL LT-1 Representative**

Pole Description	# Installed	# Removed
18.5' Black washington Pole	81	

- (b) Installation and/or removal of FPL-owned additional lighting facilities where a cost estimate for these facilities will be determined based on the job scope, and the Additional Lighting Charges factor applied to determine the monthly rate.
- (c) Modification to existing facilities other than described above or additional notes (explain fully): This agreement stands to remove all PL-1 infrastructure (above ground) and install LT-1. Billing account 1169974381 will close and all components will go on 5762018553. All other components will be transferred to BA5762018553

That, for and in consideration of the covenants set forth herein, the parties hereto covenant and agree as follows:

FPL AGREES:

1. To install or modify the lighting facilities described and identified above (hereinafter called the Lighting System), furnish to the Customer the electric energy necessary for the operation of the Lighting System, and furnish such other services as are specified in this Agreement, all in accordance with the terms of FPL's currently effective lighting rate schedule on file at the Florida Public Service Commission (FPSC) or any successive lighting rate schedule approved by the FPSC.

THE CUSTOMER AGREES:

2. To pay a monthly fee for fixtures and poles in accordance to the Lighting tariff, and additional lighting charge in the amount of \$0. These charges may be adjusted subject to review and approval by the FPSC.
3. To pay Contribution in Aid of Construction (CIAC) in the amount of \$57,525.82 prior to FPL's initiating the requested installation or modification.
4. To pay the monthly maintenance and energy charges in accordance to the Lighting tariff. These charges may be adjusted subject to review and approval by the FPSC.
5. To purchase from FPL all the electric energy used for the operation of the Lighting System.
6. To be responsible for paying, when due, all bills rendered by FPL pursuant to FPL's currently effective lighting rate schedule on file at the FPSC or any successive lighting rate schedule approved by the FPSC, for facilities and service provided in accordance with this agreement.
7. To provide access, suitable construction drawings showing the location of existing and proposed structures, and appropriate plats necessary for planning the design and completing the construction of FPL facilities associated with the Lighting System.
8. To have sole responsibility to ensure lighting, poles, luminaires and fixtures are in compliance with any applicable municipal or county ordinances governing the size, wattage, lumens or general aesthetics.
9. For new FPL-owned lighting systems, to provide final grading to specifications, perform any clearing if needed, compacting, removal of stumps or other obstructions that conflict with construction, identification of all non-FPL underground facilities within or near pole or trench locations, drainage of rights-of-way or good and sufficient easements required by FPL to accommodate the lighting facilities.
10. For FPL-owned fixtures on customer-owned systems:
 - a. To perform repairs or correct code violations on their existing lighting infrastructure. Notification to FPL is required once site is ready.
 - b. To repair or replace their electrical infrastructure in order to provide service to the Lighting System for daily operations or in a catastrophic event.
 - c. In the event the light is not operating correctly, Customer agrees to check voltage at the service point feeding the lighting circuit prior to submitting the request for FPL to repair the fixture.

IT IS MUTUALLY AGREED THAT:

11. Modifications to the facilities provided by FPL under this agreement, other than for maintenance, may only be made through the execution of an additional lighting agreement delineating the modifications to be accomplished. Modification of FPL lighting facilities is defined as the following:
 - a. the addition of lighting facilities;
 - b. the removal of lighting facilities; and
 - c. the removal of lighting facilities and the replacement of such facilities with new facilities and/or additional facilities.

Modifications will be subject to the costs identified in FPL's currently effective lighting rate schedule on file at the FPSC, or any successive schedule approved by the FPSC.

12. FPL will, at the request of the Customer, relocate the lighting facilities covered by this agreement, if provided sufficient rights-of-way or easements to do so and locations requested are consistent with clear zone right-of-way setback requirements. The Customer shall be responsible for the payment of all costs associated with any such Customer-requested relocation of FPL lighting facilities. Payments shall be made by the Customer in advance of any relocation.
Lighting facilities will only be installed in locations that meet all applicable clear zone right-of-way setback requirements.
13. FPL may, at any time, substitute for any fixture installed hereunder another equivalent fixture which shall be of similar illuminating capacity and efficiency.

14. This Agreement shall be for a term of ten (10) years from the date of initiation of service, and, except as provided below, shall extend thereafter for further successive periods of five (5) years from the expiration of the initial ten (10) year term or from the expiration of any extension thereof. The date of initiation of service shall be defined as the date the first lights are energized and billing begins, not the date of this Agreement. This Agreement shall be extended automatically beyond the initial ten (10) year term or any extension thereof, unless either party shall have given written notice to the other of its desire to terminate this Agreement. The written notice shall be by certified mail and shall be given not less than ninety (90) days before the expiration of the initial ten (10) year term, or any extension thereof.
15. In the event lighting facilities covered by this agreement are removed, either at the request of the Customer or through termination or breach of this Agreement, the Customer shall be responsible for paying to FPL an amount equal to the original installed cost of the facilities provided by FPL under this agreement less any salvage value and any depreciation (based on current depreciation rates approved by the FPSC) plus removal cost.
16. Should the Customer fail to pay any bills due and rendered pursuant to this agreement or otherwise fail to perform the obligations contained in this Agreement, said obligations being material and going to the essence of this Agreement, FPL may cease to supply electric energy or service until the Customer has paid the bills due and rendered or has fully cured such other breach of this Agreement. Any failure of FPL to exercise its rights hereunder shall not be a waiver of its rights. It is understood, however, that such discontinuance of the supplying of electric energy or service shall not constitute a breach of this Agreement by FPL, nor shall it relieve the Customer of the obligation to perform any of the terms and conditions of this Agreement.
17. The obligation to furnish or purchase service shall be excused at any time that either party is prevented from complying with this Agreement by strikes, lockouts, fires, riots, acts of God, the public enemy, or by cause or causes not under the control of the party thus prevented from compliance, and FPL shall not have the obligation to furnish service if it is prevented from complying with this Agreement by reason of any partial, temporary or entire shut-down of service which, in the sole opinion of FPL, is reasonably necessary for the purpose of repairing or making more efficient all or any part of its generating or other electrical equipment.
18. This Agreement supersedes all previous Agreements or representations, either written, oral, or otherwise between the Customer and FPL, with respect to the facilities referenced herein and constitutes the entire Agreement between the parties. This Agreement does not create any rights or provide any remedies to third parties or create any additional duty, obligation or undertakings by FPL to third parties.
19. In the event of the sale of the real property upon which the facilities are installed, upon the written consent of FPL, this Agreement may be assigned by the Customer to the Purchaser. No assignment shall relieve the Customer from its obligations hereunder until such obligations have been assumed by the assignee and agreed to by FPL.
20. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the Customer and FPL.
21. The lighting facilities shall remain the property of FPL in perpetuity.
22. This Agreement is subject to FPL's Electric Tariff, including, but not limited to, the General Rules and Regulations for Electric Service and the Rules of the FPSC, as they are now written, or as they may be hereafter revised, amended or supplemented. In the event of any conflict between the terms of this Agreement and the provisions of the FPL Electric Tariff or the FPSC Rules, the provisions of the Electric Tariff and FPSC Rules shall control, as they are now written, or as they may be hereafter revised, amended or supplemented.

IN WITNESS WHEREOF, the parties hereby caused this Agreement to be executed in triplicate by their duly authorized representatives to be effective as of the day and year first written above.

Charges and Terms Accepted:

HERITAGE ISLE AT VIERA CDD

Customer (Print or type name of Organization)

By: _____
Signature (Authorized Representative)

(Print or type name)

Title: _____

FLORIDA POWER & LIGHT COMPANY

Chris Venoy

By: _____
(Signature)

Chris Venoy
(Print or type name)

Title: FPL LT-1 Representative



FPL Account Number: **1169974381**
 FPL Work Order Number: _____

PREMIUM LIGHTING AGREEMENT

In accordance with the following terms and conditions, **HERITAGE ISLE AT VIERA CDD** (hereinafter called the Customer), requests on this **5th** day of **May, 2024**, from FLORIDA POWER & LIGHT COMPANY (hereinafter called FPL), a corporation organized and existing under the laws of the State of Florida, the following installation or modification of premium lighting facilities at (general boundaries) **Streetlightng**, located in **Melbourne**, Florida.
 (city/county)

(a) Installation and/or removal of FPL-owned facilities described as follows:

<u>Lights Installed</u>			<u>Lights Removed</u>		
Fixture Rating (in Lumens)	Fixture Type	# Installed	Fixture Rating (in Lumens)	Fixture Type	# Removed
			175W MH	ZLHERI	80

<u>Poles Installed</u>		<u>Poles Removed</u>	
Pole Type	# Installed	Pole Type	# Removed
		ZPLHERI	40

(b) Modification to existing facilities other than described above (explain fully): **Removal agreement for PL-1 poles/lights which will be replaced by LT-1.**

Total work order cost is \$0.00

That, for and in consideration of the covenants set forth herein, the parties hereto covenant and agree as follows:

FPL AGREES:

- To install or modify the premium lighting facilities described and identified above (hereinafter called the Premium Lighting System), furnish to the Customer the electric energy necessary for the operation of the Premium Lighting System, and furnish such other services as are specified in this Agreement, all in accordance with the terms of FPL's currently effective Premium Lighting rate schedule on file at the Florida Public Service Commission (FPSC) or any successive Premium Lighting rate schedule approved by the FPSC.

THE CUSTOMER AGREES:

- To purchase from FPL all of the electric energy used for the operation of the Premium Lighting System.
- To be responsible for paying, when due, all bills rendered by FPL pursuant to FPL's currently effective Premium Lighting rate schedule on file at the FPSC or any successive Premium Lighting rate schedule approved by the FPSC, for facilities and service provided in accordance with this Agreement.
- To provide access, final grading and, when requested, good and sufficient easements, suitable construction drawings showing the location of existing and proposed structures, identification of all non-FPL underground facilities within or near pole or trench locations, and appropriate plats necessary for planning the design and completing the construction of FPL facilities associated with the Premium Lighting System.
- To perform any clearing, compacting, removal of stumps or other obstructions that conflict with construction, and drainage of rights-of-way or easements required by FPL to accommodate the premium lighting facilities.

IT IS MUTUALLY AGREED THAT:

6. Modifications to the facilities provided by FPL under this agreement, other than for maintenance, may only be made through the execution of an additional Premium Lighting Agreement delineating the modifications to be accomplished. Modification of FPL premium lighting facilities is defined as the following:
 - a. the addition of premium lighting facilities;
 - b. the removal of premium lighting facilities; and
 - c. the removal of premium lighting facilities and the replacement of such facilities with new facilities and/or additional facilities.

Modifications will be subject to the costs identified in FPL's currently effective Premium Lighting rate schedule on file at the FPSC, or any successive schedule approved by the FPSC.

7. FPL will, at the request of the Customer, relocate the premium lighting facilities covered by this agreement, if provided sufficient right-of-ways or easements to do so. The Customer shall be responsible for the payment of all costs associated with any such Customer-requested relocation of FPL premium lighting facilities.
8. FPL may, at any time, substitute for any luminaire/lamp installed hereunder another luminaire/lamp which shall be of at least equal illuminating capacity and efficiency.
9. FPL will ensure the facilities remain in working condition and it will repair any facilities as soon as practical following notification by the Customer that such work is necessary. The Company agrees to make reasonable effort to obtain facilities for use in repairs or replacement to match the original facilities. The Company, however, does not guarantee that facilities will always be available as manufacturers of facilities may no longer make such facilities available or other circumstances beyond the Company's control. In the event the original facilities are no longer available, FPL will provide and the Customer agrees to a similar kind and quantity.
10. This Agreement shall be for a term of twenty (20) years from the date of initiation of service. The date of initiation of service shall be defined as the date the first lights are energized and billing begins, not the date of this Agreement. At the end of the term of service, the Customer may elect to execute a new Agreement based on the current estimated replacement cost.
11. The Customer will pay for these facilities as described in this Agreement by paying a lump sum of \$- in advance of construction.
12. The monthly Maintenance Charge is \$-. This charge may be adjusted subject to review and approval by the Florida Public Service Commission.
13. The monthly Billing Charge is \$-. This charge may be adjusted subject to review and approval by the Florida Public Service Commission.
14. In the event of the sale of the real property upon which the facilities are installed, upon the written consent of FPL, this Agreement may be assigned by the Customer to the Purchaser. No assignment shall relieve the Customer from its obligations hereunder until such obligations have been assumed by the assignee and agreed to by FPL.
15. Should the Customer fail to pay any bills due and rendered pursuant to this Agreement or otherwise fail to perform the obligations contained in this Agreement, said obligations being material and going to the essence of this Agreement, FPL may cease to supply electric energy or service until the Customer has paid the bills due and rendered or has fully cured such other breach of this Agreement. Any failure of FPL to exercise its rights hereunder shall not be a waiver of its rights. It is understood, however, that such discontinuance of the supplying of electric energy or service shall not constitute a breach of this Agreement by FPL, nor shall it relieve the Customer of the obligation to perform any of the terms and conditions of this Agreement.
16. If the Customer no longer wishes to receive service under this schedule, the Customer may terminate the Premium Lighting Agreement by giving the Company at least (90) ninety days advance written notice to the Company. Upon early termination of service, the Customer shall pay an amount computed by applying the Termination Factors, as stated in rate schedule PL-1, to the total work order cost of the facilities, based on the year in which the Agreement was terminated. These Termination Factors will not apply to Customers who elected to pay for the facilities in a lump sum in lieu of a monthly payment. At FPL's discretion, the Customer will be responsible for the cost to the utility of removing the facilities.
17. The obligation to furnish or purchase service shall be excused at any time that either party is prevented from complying with this Agreement by strikes, lockouts, fires, riots, acts of God, the public enemy, or by cause or causes not under the control of the party thus prevented from compliance, and FPL shall not have the obligation to furnish service if it is prevented from complying with this Agreement by reason of any partial, temporary or entire shut-down of service which, in the sole opinion of FPL, is reasonably necessary for the purpose of repairing or making more efficient all or any part of its generating or other electrical equipment.
18. This Agreement supersedes all previous Agreements or representations, either written, oral or otherwise between the Customer and FPL, with respect to the facilities referenced herein and constitutes the entire Agreement between the parties. This Agreement does not create any rights or provide any remedies to third parties or create any additional duty, obligation or undertakings by FPL to third parties.
19. This Agreement shall inure to the benefit of, and be binding upon the successors and assigns of the Customer and FPL.
20. This Agreement is subject to FPL's Electric Tariff, including, but not limited to, the General Rules and Regulations for Electric Service and the Rules of the FPSC, as they are now written, or as they may be hereafter revised, amended or supplemented. In the event of any conflict between the terms of this Agreement and the provisions of the FPL Electric Tariff or the FPSC Rules, the provisions of the Electric Tariff and FPSC Rules shall control, as they are now written, or as they may be hereafter revised, amended or supplemented.

IN WITNESS WHEREOF, the parties hereby caused this Agreement to be executed in triplicate by their duly authorized representatives to be effective as of the day and year first written above.

Charges and Terms Accepted:

HERITAGE ISLE AT VIERA CDD
Customer (Print or type name of Organization)

By: _____
Signature (Authorized Representative)

(Print or type name)

Title: _____

FLORIDA POWER & LIGHT COMPANY

By: Chris Venoy _____
(Signature)

(Print or type name) Chris Venoy

Title: FPL LT-1 Representative



FPL Account Number: **5762018553**
 FPL Work Order Number: _____

PREMIUM LIGHTING AGREEMENT

In accordance with the following terms and conditions, **HERITAGE ISLE AT VIERA CDD** (hereinafter called the Customer), requests on this **5th** day of **May, 2024**, from FLORIDA POWER & LIGHT COMPANY (hereinafter called FPL), a corporation organized and existing under the laws of the State of Florida, the following installation or modification of premium lighting facilities at (general boundaries) **Streetlightng**, located in **Melbourne**, Florida.
 (city/county)

(a) Installation and/or removal of FPL-owned facilities described as follows:

<u>Lights Installed</u>			<u>Lights Removed</u>		
Fixture Rating (in Lumens)	Fixture Type	# Installed	Fixture Rating (in Lumens)	Fixture Type	# Removed
			70W HPS	ZLTHSLE	40
			70W HPS	ZLTHSLL	42

<u>Poles Installed</u>		<u>Poles Removed</u>	
Pole Type	# Installed	Pole Type	# Removed
		ZPLHSSL	21
		ZPLHSLE	20

(b) Modification to existing facilities other than described above (explain fully): **Removal agreement for PL-1 poles/lights which will be replaced by LT-1.**

Total work order cost is \$0.00

That, for and in consideration of the covenants set forth herein, the parties hereto covenant and agree as follows:

FPL AGREES:

- To install or modify the premium lighting facilities described and identified above (hereinafter called the Premium Lighting System), furnish to the Customer the electric energy necessary for the operation of the Premium Lighting System, and furnish such other services as are specified in this Agreement, all in accordance with the terms of FPL's currently effective Premium Lighting rate schedule on file at the Florida Public Service Commission (FPSC) or any successive Premium Lighting rate schedule approved by the FPSC.

THE CUSTOMER AGREES:

- To purchase from FPL all of the electric energy used for the operation of the Premium Lighting System.
- To be responsible for paying, when due, all bills rendered by FPL pursuant to FPL's currently effective Premium Lighting rate schedule on file at the FPSC or any successive Premium Lighting rate schedule approved by the FPSC, for facilities and service provided in accordance with this Agreement.
- To provide access, final grading and, when requested, good and sufficient easements, suitable construction drawings showing the location of existing and proposed structures, identification of all non-FPL underground facilities within or near pole or trench locations, and appropriate plats necessary for planning the design and completing the construction of FPL facilities associated with the Premium Lighting System.
- To perform any clearing, compacting, removal of stumps or other obstructions that conflict with construction, and drainage of rights-of-way or easements required by FPL to accommodate the premium lighting facilities.

IT IS MUTUALLY AGREED THAT:

6. Modifications to the facilities provided by FPL under this agreement, other than for maintenance, may only be made through the execution of an additional Premium Lighting Agreement delineating the modifications to be accomplished. Modification of FPL premium lighting facilities is defined as the following:
 - a. the addition of premium lighting facilities;
 - b. the removal of premium lighting facilities; and
 - c. the removal of premium lighting facilities and the replacement of such facilities with new facilities and/or additional facilities.

Modifications will be subject to the costs identified in FPL's currently effective Premium Lighting rate schedule on file at the FPSC, or any successive schedule approved by the FPSC.

7. FPL will, at the request of the Customer, relocate the premium lighting facilities covered by this agreement, if provided sufficient right-of-ways or easements to do so. The Customer shall be responsible for the payment of all costs associated with any such Customer-requested relocation of FPL premium lighting facilities.
8. FPL may, at any time, substitute for any luminaire/lamp installed hereunder another luminaire/lamp which shall be of at least equal illuminating capacity and efficiency.
9. FPL will ensure the facilities remain in working condition and it will repair any facilities as soon as practical following notification by the Customer that such work is necessary. The Company agrees to make reasonable effort to obtain facilities for use in repairs or replacement to match the original facilities. The Company, however, does not guarantee that facilities will always be available as manufacturers of facilities may no longer make such facilities available or other circumstances beyond the Company's control. In the event the original facilities are no longer available, FPL will provide and the Customer agrees to a similar kind and quantity.
10. This Agreement shall be for a term of twenty (20) years from the date of initiation of service. The date of initiation of service shall be defined as the date the first lights are energized and billing begins, not the date of this Agreement. At the end of the term of service, the Customer may elect to execute a new Agreement based on the current estimated replacement cost.
11. The Customer will pay for these facilities as described in this Agreement by paying a lump sum of \$- in advance of construction.
12. The monthly Maintenance Charge is \$-. This charge may be adjusted subject to review and approval by the Florida Public Service Commission.
13. The monthly Billing Charge is \$-. This charge may be adjusted subject to review and approval by the Florida Public Service Commission.
14. In the event of the sale of the real property upon which the facilities are installed, upon the written consent of FPL, this Agreement may be assigned by the Customer to the Purchaser. No assignment shall relieve the Customer from its obligations hereunder until such obligations have been assumed by the assignee and agreed to by FPL.
15. Should the Customer fail to pay any bills due and rendered pursuant to this Agreement or otherwise fail to perform the obligations contained in this Agreement, said obligations being material and going to the essence of this Agreement, FPL may cease to supply electric energy or service until the Customer has paid the bills due and rendered or has fully cured such other breach of this Agreement. Any failure of FPL to exercise its rights hereunder shall not be a waiver of its rights. It is understood, however, that such discontinuance of the supplying of electric energy or service shall not constitute a breach of this Agreement by FPL, nor shall it relieve the Customer of the obligation to perform any of the terms and conditions of this Agreement.
16. If the Customer no longer wishes to receive service under this schedule, the Customer may terminate the Premium Lighting Agreement by giving the Company at least (90) ninety days advance written notice to the Company. Upon early termination of service, the Customer shall pay an amount computed by applying the Termination Factors, as stated in rate schedule PL-1, to the total work order cost of the facilities, based on the year in which the Agreement was terminated. These Termination Factors will not apply to Customers who elected to pay for the facilities in a lump sum in lieu of a monthly payment. At FPL's discretion, the Customer will be responsible for the cost to the utility of removing the facilities.
17. The obligation to furnish or purchase service shall be excused at any time that either party is prevented from complying with this Agreement by strikes, lockouts, fires, riots, acts of God, the public enemy, or by cause or causes not under the control of the party thus prevented from compliance, and FPL shall not have the obligation to furnish service if it is prevented from complying with this Agreement by reason of any partial, temporary or entire shut-down of service which, in the sole opinion of FPL, is reasonably necessary for the purpose of repairing or making more efficient all or any part of its generating or other electrical equipment.
18. This Agreement supersedes all previous Agreements or representations, either written, oral or otherwise between the Customer and FPL, with respect to the facilities referenced herein and constitutes the entire Agreement between the parties. This Agreement does not create any rights or provide any remedies to third parties or create any additional duty, obligation or undertakings by FPL to third parties.
19. This Agreement shall inure to the benefit of, and be binding upon the successors and assigns of the Customer and FPL.
20. This Agreement is subject to FPL's Electric Tariff, including, but not limited to, the General Rules and Regulations for Electric Service and the Rules of the FPSC, as they are now written, or as they may be hereafter revised, amended or supplemented. In the event of any conflict between the terms of this Agreement and the provisions of the FPL Electric Tariff or the FPSC Rules, the provisions of the Electric Tariff and FPSC Rules shall control, as they are now written, or as they may be hereafter revised, amended or supplemented.

IN WITNESS WHEREOF, the parties hereby caused this Agreement to be executed in triplicate by their duly authorized representatives to be effective as of the day and year first written above.

Charges and Terms Accepted:

HERITAGE ISLE AT VIERA CDD
Customer (Print or type name of Organization)

By: _____
Signature (Authorized Representative)

(Print or type name)

Title: _____

FLORIDA POWER & LIGHT COMPANY

By: Chris Venoy _____
(Signature)

ChrisVenoy _____
(Print or type name)

Title: **FPL LT-1 Representative**

TAB 6



Proposal

Proposal# SPN101301
Proposal Date: 3/2/2024
Valid Until: 4/1/2024

2801 N. Powerline Road
Pompano Beach, FL 33069
Tel 954-971-7350 Fax 954-975-0791

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

Job Site: 8593
Heritage Isle North
7300 Legacy Blvd
Melbourne, FL 32940
Tel: -- Contact: Brian Mendes
Model# HC2F-50J15PDV-460/3-HMR3L-Z

Nature of Service:

S/O- Filter Disc Cleaning

Hoover recommends cleaning the filter discs with a chemical solution which will improve field performance and reduce the frequency of filter assembly flushes. A clogged filter can lead to poor pressure and flow to the field resulting in inadequate irrigation coverage to landscape.

Hoover proposes the following:

- Thoroughly clean and inspect the filter discs and spines.
- Test and calibrate operational settings.

Before Cleaning



During Cleaning



After Cleaning



Note- If discs break upon cleaning they will be replaced instead which could lead to additional charges.



Proposal

Proposal# SPN101301
Proposal Date: 3/2/2024
Valid Until: 4/1/2024

2801 N. Powerline Road
Pompano Beach, FL 33069
Tel 954-971-7350 Fax 954-975-0791

Sub Total: \$2,045.68

Grand Total: \$2,045.68

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

Accepted By:
Hoover Pumping Systems, Corp.

A handwritten signature in black ink that reads "Ramona Mingo".

Ramona Mingo

Accepted By:
Heritage Isle at Viera CDD

Signature/ Printed Name/ Date

TAB 7

Proposal Number:
24-100013



Aquagenix

A DeAngelo Contracting Services Company

SPECIAL SERVICE AGREEMENT

This agreement is made between DeAngelo Contracting Services, LLC (“DCS”) and “CUSTOMER”.

Heritage Isle CDD
C/o Rizzetta - Brian Mendes
8529 South Park Circle
Orlando, FL 32819
Brian Mendes, P.E. Cell 407-472-2471 x 4404 bmendes@rizzetta.com

Both CUSTOMER and DCS agree to the following:

1. Site Locations: DCS will provide the following service(s) on behalf of the CUSTOMER in accordance with the terms and conditions of this Agreement Dated Monday, 22 January 2024, at the following site(s):
 - a. 3933 Carambola Circle, Melbourne, FL 32940
2. Scope of Work: CUSTOMER agrees to pay DCS the following amount for the one-time special service project as described below:

Description of Service	
RGBW Light Kit Install	
Aquagenix will perform the installation of two - 4 RGBW Light kits on existing fountains.	
Please initial one of the options below.	
If approved, please sign and return in order to schedule services <i>Do not pay from this proposal - Invoice will follow after work is complete</i>	Materials \$ 4,225.30
	Labor \$ 1,500.00
	Subtotal \$ 5,725.30
	Shipping Fee \$ 100.00
	Taxes \$ 372.14
TOTAL \$ 6,197.44	

3. Contract Terms: The term of this Agreement shall be continuous without interruption until the project is completed or this Agreement is terminated as provided for below. Contract addendum(s) may alter or change these terms and conditions.

4. Safety: DCS agrees to furnish for use in inspecting and treating agreed to bodies of water all appropriate equipment and products, which in its sole discretion will provide safe and effective results for the specific site(s) following Florida law, rules, regulations, and BMP- Best Management Practices for aquatics.

5. Insurance: DCS agrees to maintain the following insurance coverage: Worker's Compensation, General Liability, Automobile Liability, Property and Casualty, Excess Liability and Business Interruption Coverage. Upon written request, CUSTOMER may be listed as an "Additional Insured" at no extra charge.

6. Address Change: If DCS or CUSTOMER undergoes a change in address, notification to the other party shall be made by email, or first-class mail. Written instructions including the new address and telephone number will be enclosed in the notification.

7. Management Change: If the CUSTOMER undergoes a change of management or personnel in governing and administering of the CUSTOMER, this Agreement will remain in place unless and until terminated in accordance with Paragraph 11. It is the responsibility of the CUSTOMER to notify DCS of any management or personnel change by email or first-class mail. CUSTOMER is responsible for all invoices and past due amounts plus interest shall any invoice become past due because of said management changes.

8. Schedule of Payment and Penalties for past due invoices: CUSTOMER will be invoiced upon completion of the special service agreement and agrees to pay DCS within thirty (30) days after date of invoice at the DCS home office at 100 N Conahan Drive, Hazleton, PA, 18201. Failure to pay the invoiced amount when due shall constitute a default under this Agreement and will result in customer becoming responsible for all charges that are necessary to collect the full amount of the invoice plus said necessary collection charges.

9. Default: If CUSTOMER defaults on any provision of this Agreement, CUSTOMER hereby agrees that DCS may, at its sole discretion, seek any or all the following remedies:

a. Termination of this Agreement. In this event, CUSTOMER agrees to make immediate payment of the total contract amount through the end of its term (less previously paid payments) as liquidated and agreed upon damage.

b. Filing of a mechanics lien on property for all monies due plus interest, DeAngelo Contracting Services costs and attorney's fees incurred by DCS.

10. Termination Procedure: This Agreement may be terminated by either party with thirty (30) days written notice. Notification must be sent by certified mail, return receipt requested, to DCS, 100 N Conahan Drive, Hazleton, PA 18201.

11. OTHER ITEMS:

a. Work or other expenses related to request(s) by CUSTOMER for services that are not specified in this contract will require a signed Special Service Agreement (SSA) detailing the requested additional services and associated costs before work may begin. This SSA will be invoiced separately upon completion of the work detailed in the SSA.

b. DCS reserves the right, under special circumstances, to initiate surcharges relating to extraordinary price increases of any products.

c. If necessary, CUSTOMER agrees to notify and locate any private in-ground utilities or structures. If CUSTOMER does not notify and locate in-ground utilities or structures, DeAngelo Contracting Services is not responsible for damages to said utilities or structures. DCS will have public in-ground utilities located through 811.

d. DCS will make every attempt to protect all work areas from excess damage and wear and tear. Minor cosmetic damage may occur that given time will return to pre work condition.

12. Contract Documents: This Agreement constitutes the entire Agreement of DCS and the CUSTOMER. If any portion of this Agreement shall be held invalid or unenforceable, the remaining portions of this Agreement shall be binding upon both parties. No oral or written modification of the terms contained herein shall be valid unless made in writing and accepted by an authorized agent of both DCS and CUSTOMER.

<i>Kyle Caracciolo-Clayton</i>	
DEANGELO CONTRACTING SERVICES	CUSTOMER
<i>Kyle Caracciolo-Clayton</i>	
PRINT NAME	PRINT NAME
1/22/2024	
DATE	DATE

The offer contained in this Agreement is valid for sixty (60) days only and must be returned to our office for acceptance within that period. If not accepted within that time, the offer shall be void.

TAB 8



Proposal

Proposal No.: 256366
Proposed Date: 01/30/24

PROPERTY:	FOR:
Heritage Isle at Viera CDD - Maintenance Brian Mendez 6800 Legacy Blvd Melbourne, FL 32940	Replace bad decoders in phase 7,8

Replaced bad decoders on phase 7 and 8 for the CDD. Labor is for tracking a wire short on phase 7 along the north west side of the community common area

ITEM	QTY	UOM	UNIT PRICE	EXT. PRICE	TOTAL
Control Components					\$3,655.00
ICD-600	1.00	EA	\$750.00	\$750.00	
ICD-400	2.00	EA	\$640.00	\$1,280.00	
ICD-200	3.00	EA	\$375.00	\$1,125.00	
Irrigation Division Labor	10.00	HR	\$50.00	\$500.00	
				Total:	\$3,655.00

Guarantee: Any alteration from these specs involving additional costs will be executed only upon written order and will become an extra charge over and above estimate.

Standard Warranty: Juniper agrees to warranty irrigation, drainage and lighting for 1 year, trees and palms for 6 months, shrubs and ground cover for 3 months, and sod for 30 days. This warranty is subject to and specifically limited by the following:

Warranty is not valid on relocated material, annuals and any existing irrigation, drainage and lighting systems. Warranty is not valid on new plant material or sod installed without automatic irrigation. Warranty does not cover damage from pests or disease encountered on site, act of God, or damaged caused by others. Failure of water or power source not caused by Juniper will void warranty. The above identified warranty periods commence upon the date of completion of all items included in this proposal. Standard Warranty does not modify or supersede any previously written agreement. Juniper is not responsible for damage to non-located underground.

Residential Agreement: A deposit or payment in full will be required before any work will begin. Any and all balance will be due upon job completion in full, unless otherwise noted in writing. All work will be performed in a workman like manner in accordance to said proposal. Any additional work added to original proposal will require written approval, may require additional deposits and will be due on completion with any remaining balances owed.

DUE TO THE NATURE OF MATERIAL COST VOLATILITY, WE ARE CURRENTLY HOLDING PRICING FOR THIRTY (30) DAYS FROM PROPOSAL DATE



Signature (Owner/Property Manager)

2/7/24

Date

E. J. WILLIAMS

Printed Name (Owner/Property Manager)

Cam / HICDD

Signature - Representative

Date

TAB 9



Proposal

Proposal No.: 262470
Proposed Date: 03/05/24

PROPERTY:	FOR:
Heritage Isle at Viera CDD - Maintenance Brian Mendez 6800 Legacy Blvd Melbourne, FL 32940	Replaced a bad decoder module

Estimate to repair a broken pipe under the road. We will need to cut the road and use an excavator to dig up the pipe and make the necessary repairs to the pipe.

ITEM	QTY	UOM	TOTAL
Lateral Components			\$50.00
General Labor	1.00	HR	
Control Components			\$2,284.17
Hunter ADM-99 Decoder Output Module for ACC Wall Mount Controller	1.00	EA	
Total:			\$2,334.17

Guarantee: Any alteration from these specs involving additional costs will be executed only upon written order and will become an extra charge over and above estimate.

Standard Warranty: Juniper agrees to warranty irrigation, drainage and lighting for 1 year, trees and palms for 6 months, shrubs and ground cover for 3 months, and sod for 30 days. This warranty is subject to and specifically limited by the following:

Warranty is not valid on relocated material, annuals and any existing irrigation, drainage and lighting systems. Warranty is not valid on new plant material or sod installed without automatic irrigation. Warranty does not cover damage from pests or disease encountered on site, act of God, or damaged caused by others. Failure of water or power source not caused by Juniper will void warranty. The above identified warranty periods commence upon the date of completion of all items included in this proposal. Standard Warranty does not modify or supersede any previously written agreement. Juniper is not responsible for damage to non-located underground.

Residential Agreement: A deposit or payment in full will be required before any work will begin. Any and all balance will be due upon job completion in full, unless otherwise noted in writing. All work will be performed in a workman like manner in accordance to said proposal. Any additional work added to original proposal will require written approval, may require additional deposits and will be due on completion with any remaining balances owed.

DUE TO THE NATURE OF MATERIAL COST VOLATILITY, WE ARE CURRENTLY HOLDING PRICING FOR THIRTY (30) DAYS FROM PROPOSAL DATE

Brian Mendes

03/05/24

Signature (Owner/Property Manager)

Date

Brian Mendes

Printed Name (Owner/Property Manager)

Signature - Representative

Date

TAB 10



February 28, 2024
 Heritage Isle at Viera CDD - Maintenance

Contract No. - 261389

ITEM	QTY	UNIT PRICE	TOTAL PRICE
Seasonal Annuals - EAST 04"	1,000.00	\$4.69	\$4,691.25
			\$4,691.25

WORK ORDER SUMMARY

SERVICES	SALES TAX	TOTAL PRICE
Annual Flower Installation	\$0.00	\$4,691.25
		\$0.00
		\$4,691.25

Sale	\$4,691.25
Sales Tax	\$0.00
Total	\$4,691.25

By _____
 Rodney Santi

Date 2/28/2024

**Juniper Landscaping of Florida
 LLC**

By _____

Date _____

**Heritage Isle at Viera CDD -
 Maintenance**