



Rizzetta & Company

Heritage Isle at Viera Community Development District

**Board of Supervisors
Meeting
March 24, 2026**

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	Bob Goldstein Kenneth Walter Jo Labreque Jon Smallegan David Francis	Chairman Vice Chairman Assistant Secretary Assistant Secretary Assistant Secretary
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 17, 2026

**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 24, 2026, at 10:30 a.m.** at the **Heritage Isle Clubhouse** located at **6800 Legacy Blvd., Melbourne, FL 32940**. The following is the final agenda for this meeting:

- 1. CALL TO ORDER / ROLL CALL**
- 2. PUBLIC COMMENT**
- 3. COMMUNITY UPDATES**
 - A. Monthly Report(s) Update by Supervisor Ken Walter.....Tab 1
 1. Discussion of Landscape RFP
 - B. Juniper Community Updates
 1. Consideration of Plant Removal ProposalTab 2
 2. Consideration of Phase 7 Walkway Proposal.....Tab 3
 - C. Hoover ReportsTab 4
 1. Bi-annual Maintenance Service Report
- 4. STAFF REPORTS**
 - A. District Counsel
 - B. District Engineer
 1. HOA Updates on Drainage Scopes of Service
 - C. District Manager.....Tab 5
 1. Irrigation SOP
 2. Proof of Loss Form
- 5. BUSINESS ADMINISTRATION**
 - A. Consideration of the Minutes of the Board of Supervisors Meeting Held on January 27, 2026,Tab 6
 - B. Ratification of Operation and Maintenance Expenditures for the Months December 2025 & January 2026.....Tab 7
- 6. BUSINESS ITEMS**
 - A. Ratification of District ItemsTab 8
 1. Juniper – 4 Valve Replacement on Sansome Cir
 2. Druse Landscaping
 - a) Guerro & Galindo Bullnoses
 - b) Phase 4 - Live Oak Replacement
 - B. Consideration of Alligator Sign Proposal.....Tab 9
 - C. Consideration of Phase 1 Irrigation Control System Overhaul Proposal.....Tab 10
 - D. Consideration of Bridge Enhancement Proposal.....Tab 11
 - E. Consideration of Resolution 2026-01, General Election.....Tab 12
 - F. Consideration of Resolution 2026-02, Approving 26/27 Proposed Budget & Setting Public Hearing.....Tab 13
- 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.

With appreciation,

Brian Mendes

Brian Mendes
District Manager

TAB 1

Hi, please forward the following report to the CDD board of supervisors.

February 2026 Landscape Report

February came in full force with an extended winter freeze lasting a number of days with wind chill temperatures reaching the low 20s. Unfortunately we are now dealing with the fall out. As such, the winter freeze took its toll on many of our plants and trees. Most affected were the shrubs and palm trees now showing visible browning. It's hard to tell with the grass since we are in the middle of the grass dormant season. In any event, we can expect some of the plants to survive and others might perish.

A number of eblasts went out to the community from management concerning the winter freeze. Homeowners were informed to not prune any of the shrubs or trees, etc, as Juniper starts to assess the damage. It will take time for the recovery to evolve. Many of our shrubs including Ixora, trinnettes and other type shrubs have been stunned from the deep freeze. Additionally, royal palms, Fox tails and Xmas palms suffered severely. We won't know the full damage and effect until we get into mid March.

Areas affected include the following:

Front gate- Ixoras and trinnettes

Back gate- trinnettes

Phase 1 park- Ixoras

Phase 2 park- trinnettes

Phase 5 park- Ixoras

Phase 7 pond- Ixoras, Foxtail palm

Circle- Foxtail palms

General Landscaping:

All general landscaping including mowing, trimming and edging continue to be delivered in conjunction with the phases. The hard freeze slightly affected the schedules.

The phase 5 refresh completion (sod) was delayed due to the hard freeze.

The bull nose refresh at the corners of Galindo and Guerrero will be scheduled later this month after the cold weather subsides.

Irrigation:

Based on Juniper inspection, we suffered no irrigation pipe breaks from freezing temperatures and all the CDD zones are up and running now.

Phase 1 irrigation overhaul:

The following provides a recap of where we are:

Option#1 (conduit/ boring under driveways)

HIDA- \$198,190

CDD- \$23,879

DVI conducted an assessment in January 2026 of the irrigation system in phase 1 and identified a major difference from phase 3. There are 227 homes in phase 1 which is 50 more homes from phase 3. In phase 1 all the irrigation boxes are located in the front yards. This poses a challenge. Unlike phase 3 where the valve boxes are located in the backyards, and not in competition with other utilities in the ground, the front yard valve boxes will require a different approach.

For phase 1, DVI has proposed to use conduit to protect the wire. The use of conduit also allows for easier wire replacement if needed in the future. And will require significantly less 2 wire from option 2.

The front yards have other utilities such as AT&T, spectrum, electric, water and sewage further complicating the wire install. Moreover, the wire install will require boring under the driveways, and using conduit to protect the wiring is the preferred approach especially with competing utilities in close proximity to the individual valve boxes and wire paths.

The CDD portion in phase 1 dwarfs in comparison to the homeowner lots which is primarily the park in phase 1 and some junction boxes. There are some 25 valves and estimated 1,200 feet of wire and conduit required.

At this time there is no need for any new controller for phase 1.

There is currently 2 controllers in phase 1. One of them is fairly new (2023), model type ACC2. The other one will be removed and stored as a backup controller if needed.

With the re-wire, we will only need one controller in phase 1. This will require an additional module for the existing ACC2 to cover all the zones in phase 1. This is good news for the CDD since we will have one less controller to manage and maintain which saves money over time.

Option #2 (no conduit/ double the 2 wire requirement)

HIDA- \$297,300

CDD- \$50,385

We asked DVI to provide an alternate wiring option that wouldn't require conduit or boring under the driveways (except villas) It's possible to layout the wire coming from the back of the homes (excluding villas) from a main wire backbone . Lines could be spliced from the mainline to the valve boxes in the front yards. This would not be feasible for the villas which will require boring under the driveways. This option poses additional challenges with a larger wire foot print and susceptible to compromise due to the additional wire splicing. This option is cost prohibitive since the linear feet for the wire would double and the time to install would significantly increase. Adding complications and adding double the wire to maintain is not recommended.

As with everything , cost is an important issue . Although the cost of the conduit is relatively inexpensive at only 60 cents per foot. Option #1 is still the best option. And will provide the extra protection needed to avoid compromise and other maintenance factors especially since these valves are in the front yards. And we won't have to add more complications with the additional wire splicing and maintenance with option #2.

We expect this project to get underway in April 2026 taking 60-90 days to complete as weather factors could affect the schedule.

Recommendation:

Option #1

Hi, please send the below report to the CDD board of supervisors and include in the board package.

March 2026 CDD Landscape Report

General Landscaping: It's quite obvious Heritage Isle sustained some serious damage to plant material due to the February freeze.

Over the past few weeks, Juniper has been assessing the damage on the common property and homeowner lots. For the CDD, most of the damage affected the hibiscus, Ixoras, fire bush and other plants throughout the common areas. Many, if not all of these species have perished and will require removal. Juniper has prepared a proposal to remove all the dead debris. And is provided for board consideration . The impact of the freeze severely damaged approximately 1,200 plantings requiring removal. The cost to remove the dead plantings is \$18,827.

Since the common areas primarily have hardwoods with the exception of a few Chinese palm fans (Hardy) we don't have any trees requiring removal at this time. However we have

4 fox tails on the circle that will need more time for recovery. If they eventually perish, a good replacement would be 4 sabal palms which are very Hardy.

The following approach is submitted for board consideration ;

1. hard prune all the trinnettes (during detail) to invigorate new growth.
2. approve the debris removal proposal from Juniper so the work can commence to remove the dead plant debris as soon as possible
3. assess where replacement plantings are required (frost tolerant) species and present to the board for approval during the May 2026 CDD meeting. There are areas where replacement plants will not be required and other areas where replanting will be required.

Current Landscaping Operations

- weekly mowing will commence on 1 April 2026
- irrigation regimen is now twice per week

Irrigation:

Mainline Gate Valve Meeting- a meeting took place between myself, Ana Saunders, Chris Wade, Jeff Glenn and Brian Mendez on 23 February 2026 in the clubhouse. The purpose was to discuss a protocol when a mainline rupture occurs.

Ana delivered a full copy of the mainline gate valve blue prints and provided them to Chris Wade for familiarization. Discussion ensued. With these blue prints, we can now determine where the mainline gate valves are located here at Heritage Isle.

If we experience a mainline rupture, these blue prints will be used by Juniper to locate the pertinent valves that will allow applicable sections to be closed off. First the pumps will be set in an idle status, then the applicable valves will be closed. Once closed , the pumps will be put back on line and repairs can occur.

This process allows us to provide irrigation throughout non-affected properties while repairs are underway.

Routine Gate Valve Maintenance- Juniper has commenced exercising the valves per Ana's recommendation. So far they have been locating all of the valve access points, clearing out the sediment and exercise the valves. They expect to complete a first pass by the end of May 2026.

Thank you!

Ken Walter

TAB 2



Proposal

Proposal No.: 389798

Proposed Date: 03/12/26

PROPERTY:	FOR:
Heritage Isle at Viera CDD - Maintenance Brian Mendez 6800 Legacy Blvd Melbourne, FL 32940	Removal of Dead or Dying Plant Material Form Frost Damage

Removal of Dead or Dying Plant Material Form Frost Damage on CDD

Legacy Blvd

- South Entrance Removal of 45 Dwarf Ixora
- Guard shack Removal of 20 Dwarf Ixora
- Galindo Bullnose South Removal of 10 Dwarf Ixora 10 Green Island Ficus an 1 Hibiscus
- Galindo Bullnose North Removal of 60 Ruella
- Camberly Bullnose Removal of 4 Dwarf Ixora
- Savoy Bullnose Removal of 4 Dwarf Ixora and 20 Ruella
- Carambola Bullnose North Removal of 32 Dwarf Ixora
- Le Conte Bullnose Removal of 40 Green Island Ficus and 22 Maui Ixora
- Funston Bullnose South Removal of 1 Hibiscus
- Funston Bullnose North Removal of 40 Dwarf Ixora
- Quint Bullnose Removal of 6 Dwarf Ixora
- Balboa Bullnose Removal of 8 dead Dwarf Ixora, 66 Green Island Ficus 4 Green Buttonwood and 6 Mammy Croton
- Sansome Bullnose South Removal of 18 Dwarf Ixora and 4 Hibiscus
- Ingerson Bullnose Removal of 5 Hibiscus
- North Entrance Removal of 12 Mammy Croton and 4 Hibiscus

CDD Parks

- Phase 1 Park Removal of 48 Dwarf Ixora
- Phase 2 Park Removal of 200 Ruella, 8 Oleander and 3 Ti Plants
- Phase 3 Park Removal of 60 Ruella and 28 Firebush
- Phase 4 Park Removal of 300 Firebush and 8 Hibiscus

- Phase 5 Park Removal of 15 Dwarf Ixora
- Phase 8 Park Removal of 12 Maui Ixora

ITEM	QTY	UOM	TOTAL
Legacy Blvd			
Removal Labor			\$6,000.00
Plant Removal	80.00	HR	
Debris by the truck	4.00	1	
Parks			
Site Prep			\$11,931.25
Plant Removal	120.00	HR	
Debris by the truck	12.00	1	
Wood Chipper	1.00	EA	
Fuel Surcharge 5%			\$896.55
Fuel Surcharge	17931.00	EA	
Total:			\$18,827.80

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)

Date

Printed Name (Owner/Property Manager)

Signature - Representative

Date

TAB 3

Juniper

Proposal

Proposal No.: 386077

Proposed Date: 02/17/26

PROPERTY:	FOR:
Heritage Isle at Viera CDD - Maintenance Brian Mendez 6800 Legacy Blvd Melbourne, FL 32940	Phase 7 walkway

Removal of 20 dead Dwarf Ixora and 4 muhly grass and installation of 20 Dwarf Walters Viburnum and 1 pallet of Floratam St Augustine.

ITEM	QTY	UOM	TOTAL
Phase 7 walkway			
Site Prep			\$347.50
Bed Prep - Plant, Sod, Debris Removal	4.00	HR	
Debris by the truck	0.25	1	
Landscape Material			\$974.11
Enhancement Labor	3.50	HR	
Floratam Saint Augustine, 01 SF MATERIAL ONLY	400.00	01SF	
Total:			\$1,321.61

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:

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

Ken Walter

02/18/26

Signature (Owner/Property Manager)

Date

Printed Name (Owner/Property Manager)

Signature - Representative

Date

TAB 4



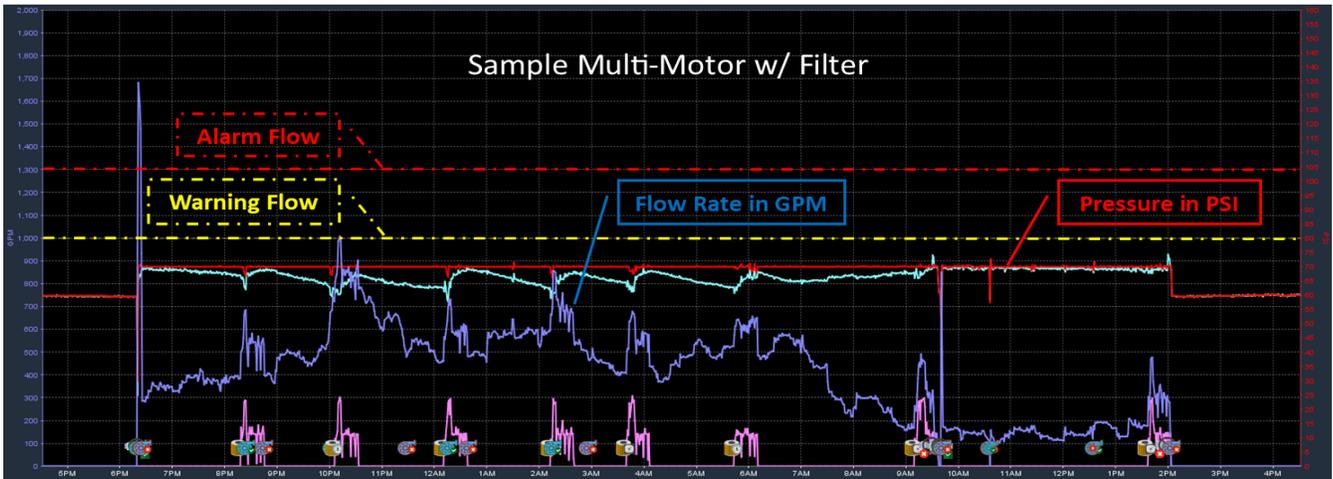
Summary of Station Performance

9153 - Heritage Isle South

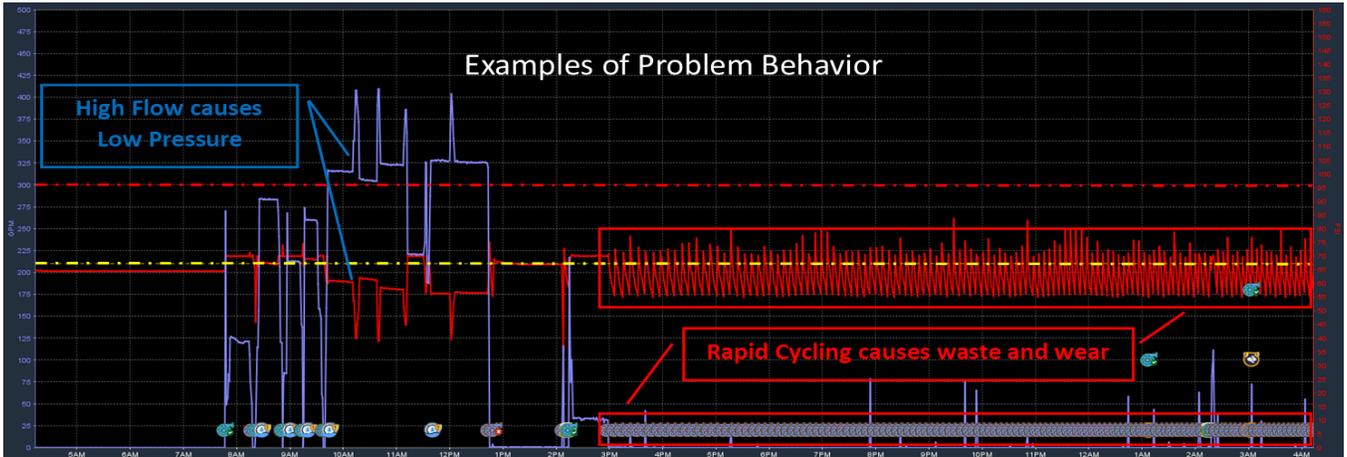
6 Month Status Report for Period Ending 03/01/26

- ✓ Pump Starts - 09/01/25 to 03/01/26
- ✓ Water Windows
- ✓ Valve Control
- ✗ Min / Max Usage Alerts
- ✓ High Flow - Past 1 Month
- ✓ Filter Health - Past 1 Month
- ✓ Monthly Water Usage

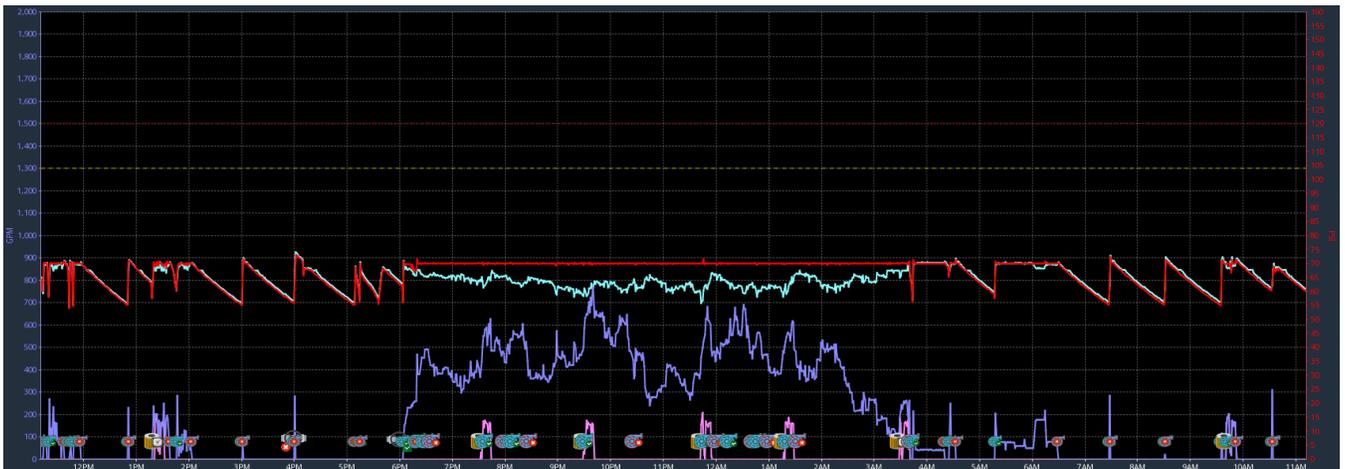
Sample Normal Station



Samples of Common Issues



Your Station Sample



Tasks to Focus On for Site #9153, Heritage Isle South

- Consider setting up Min / Max Usage Alerts to send emails when daily irrigation uses more or less water than expected.
- This station has a total of 2 Flowguard Users. Please review the User list.
- Hoover is here to help by phone (954) 971-7350 or email support@hooverpumping.com

Station Health for Site #9153, Heritage Isle South

✓ Pump Starts - 09/01/25 to 03/01/26

Best practice is to see the motors turn on only a few times per day to start and run irrigation. Reducing motor starts prolongs their life and decreases stress on field piping.

	Pump 1	Pump 2	Pump 3	Jockey	Total
Total Pump Starts	808	850	-	2,715	4,373
Average Daily Starts	4.5	4.7	-	15.0	24.2

✓ Water Windows

Water Windows set the schedule for when this station is open to the field to provide water for irrigation. Closely matching the irrigation schedule allows the station to prevent cycling by not feeding minor field leaks while not irrigating.

	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Water Window 1	12:00 AM to 9:00 AM	12:00 AM to 8:00 AM	12:00 AM to 9:00 AM				
Water Window 2	6:00 PM to 12:00 AM						
Water Window 3		8:00 AM to 4:00 PM					

✓ = Following Best Practices

✗ = Needs Attention

✓ Valve Control

Only when the Shutoff Valve is set to Auto will Flowguard provide its full benefits, using Water Windows and protecting the field when field leaks are detected. When the valve is Open, Flowguard can no longer protect against leaks and breaks.

	Auto	Open	Closed
% of Time Valve Set to:	66.9%	0.0%	33.1%

*** Min / Max Usage Alerts**

Setting Minimum and Maximum Alerts that match the irrigation schedule lets you receive emails whenever the irrigation doesn't run as expected. This makes you aware of missing zones/irrigation and field leaks before they cause damage to the field.

	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Minimum Usage Setting	-	-	-	-	-	-	-
Maximum Usage Setting	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000
Minimum Usage Alerts	0	0	0	0	0	0	0
Maximum Usage Alerts	0	0	0	0	0	0	0

✓ High Flow - Past 1 Month

Using station capacity effectively and efficiently allows the station to use less energy and reduces the wear and tear on the system so it can last longer. Underdemanding the system is wasteful, just as overdemanding is harmful.

	High Flow Warnings	High Flow Trips	High Flow Alarms
1 Month History	0	0	0

✓ Filter Health - Past 1 Month

The filter system prevents clogging of sprinkler heads. These filters are self-cleaning but looping alarms/pressure warnings indicate that a manual filter disc cleaning is needed.

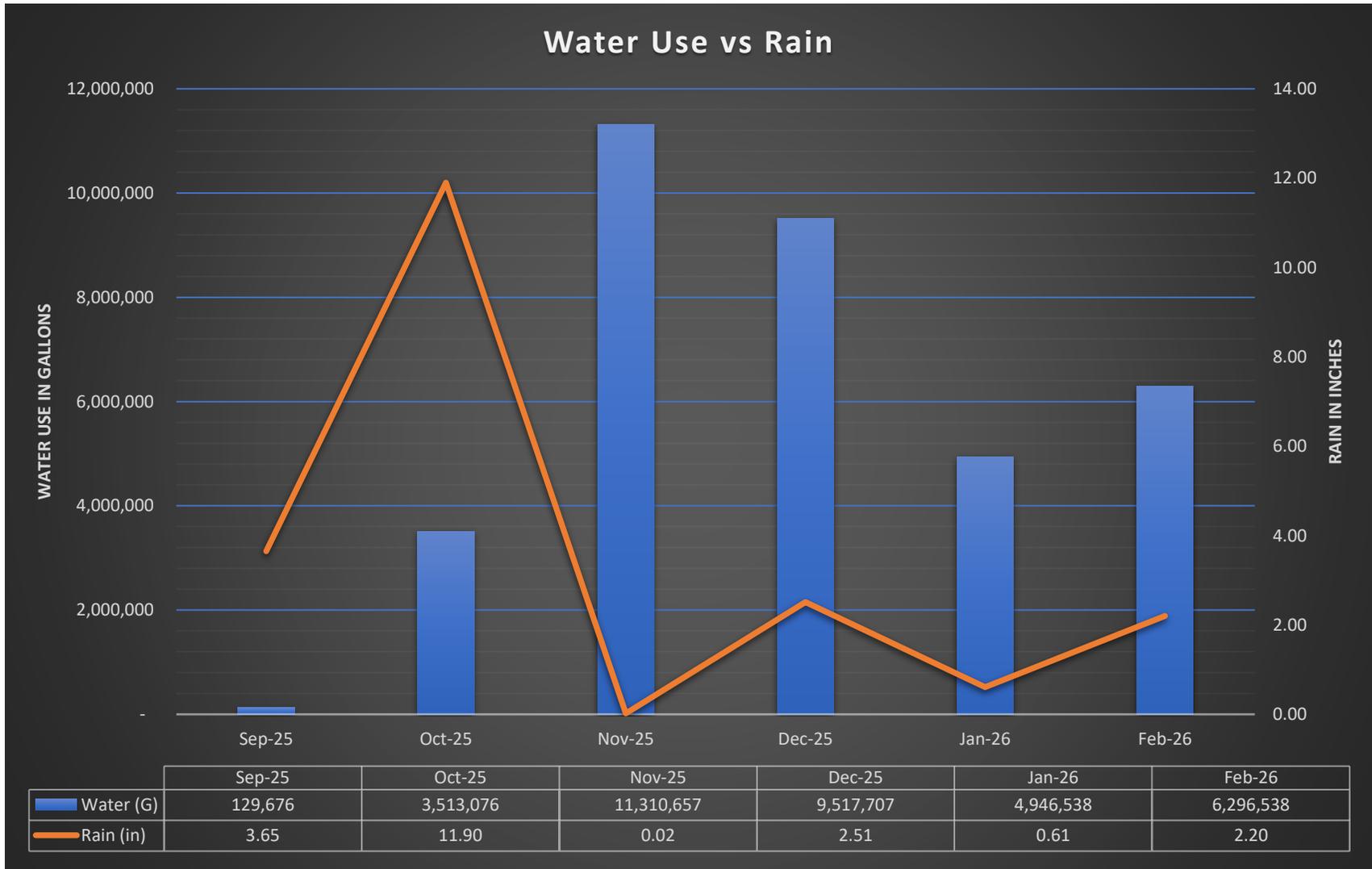
	Looping Alarms	Pressure Warning
1 Month History	0	0

✓ = Following Best Practices

* = Needs Attention

✓ **Monthly Water Usage**

Months with more rainfall should have reduced water usage due to reduced need for irrigation. Rainfall totals and water usage should be inversely related.



✓ = Following Best Practices

✗ = Needs Attention

Communication for Site #9153, Heritage Isle South**Flowguard Users**

These are the Users who have been given access to this station on Flowguard. Each person who will access your station should have their own User Account. Review the Users below and let us know if anyone needs to be added or removed.

User Name	Full Name	Email
cwade	Chris Wade	Darkwingduck79@hotmail.com
bmendez	Brian Mendez	BMendes@rizzetta.com

Open Service Proposals

These service proposals are still outstanding and have not been approved. We recommend reviewing them so that these proposals that may have been forgotten and/or deferred can be reevaluated and approved.

No Open Service Proposals Found

✓ = Following Best Practices

✗ = Needs Attention

TAB 5

Irrigation Operations SOP

Heritage Isle at Viera

OVERVIEW & PURPOSE

The Heritage Isle HOA and CDD have established this SOP to ensure a consistent and efficient response to irrigation breaks within the community. The goal is to minimize potential damage to sod, shrubs, and overall landscaping during system disruptions.

System Maintenance (Exercise System Annually)

1. The contracted landscape vendor will conduct one full valve inspection per calendar year. If conditions warrant, inspection frequency may be increased to semi-annual (every six months).

Irrigation Break SOP: (In the event of an irrigation break, the following steps will be taken)

1. The contracted vendor will shut down the pump station and coordinate with the District Engineer to identify and confirm isolation zones necessary for repair.
2. Prior to initiating any repairs or valve isolations, the contracted vendor must notify the District Engineer via both phone and email.
3. Upon approval from the District Engineer and District staff, the vendor will proceed with isolating affected valves. Irrigation service will be restored to unaffected areas whenever possible to prevent landscape damage.
4. Once repair timelines are confirmed, District staff will issue a community-wide communication informing residents of the situation and anticipated schedule.
5. Updates on all irrigation repairs will be provided to the boards at their next scheduled meetings.

Please Remit Payment to:

Juniper Landscaping of Florida, LLC
 PO Box 628395
 Orlando FL 32862-8395



Invoice 349564

Bill To
Heritage Isle at Viera CDD - Maintenance c/o Rizzetta and Company 3434 Colwell Ave Suite 200 Tampa, FL 33614

RECEIVED
 10/06/25

Date	Due Date
07/31/25	8/30/2025
Account Owner	PO#
WILLIAM FISHER	

Item	Qty/UOM	Rate	Ext. Price	Amount
#352884 - Timer #18 Replacement Phase 7				\$10,164.55
<i>Control Components - 07/25/2025</i>				
Hunter ACC2 Decoder 75 Station with Plastic Pedestal	1.00EA	\$8,560.68	\$8,560.68	
Hunter ACC2 Decoder Expansion Module 75 Station	1.00EA	\$1,228.87	\$1,228.87	
Irrigation Tech Labor	5.00HR	\$75.00	\$375.00	

Replacement of timer #18 Phase 7 which has been damaged due to lightning striking near the area where the timers are located it burnt out the transformer and repeatedly blowing fuses

Grand Total \$10,164.55

1-30 Days	31-60 Days (Past Due)	61-90 Days (Past Due)	91-120 Days (Past Due)	121+ Days (Past Due)
\$55,808.00	\$35,558.60	\$41,122.86	\$0.00	\$0.00

**Aging displayed on invoice only refers to balances after 1/1/18 for this property.

***This invoice is governed by, and specifically incorporates, the terms and conditions agreed to by the parties in the Proposal/Contract referenced above.

Thank you for allowing us to serve you.

TAB 6

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 27, 2026, at 10:30 AM.** at the Heritage Isle Clubhouse located at 6800 Legacy Blvd., Melbourne, FL 32940

Present and constituting a quorum:

Bob Goldstein	Board Supervisor, Chairman
Kenneth Walter	Board Supervisor, Vice Chairman
Jo LaBrecque	Board Supervisor, Assistant Secretary
Jon Smallegan	Board Supervisor, Assistant Secretary
David Francis	Board Supervisor, Assistant Secretary

Also present were:

Brian Mendes	District Manager, Rizzetta & Company
Giovanni Massimino	District Coordinator, Rizzetta & Company
Matthew Mironchik	Landscape Inspection Specialist, Rizzetta & Company
Kyle Magee	District Counsel, Kutak Rock LLP (Via Phone)
Ana Saunders	District Engineer, BSE Consultants
Bill Fisher	Landscape Maintenance, Juniper

Audience **Present**

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Mr. Goldstein called the meeting to order at 10:30 a.m. and opened the meeting for public comments.

SECOND ORDER OF BUSINESS

Audience Comments

A member of the audience Inquired about the community sidewalks and compliance.

47 A member of the audience commented on the public comment section at the end of the
48 Board meetings.

49

50 **THIRD ORDER OF BUSINESS**

Juniper Community Updates

51

52 Mr. Fisher Presented reported on current landscaping operations.

53

54 Mr. Fisher reviewed grass mowing and detailed schedule with the Members of the board.

55

56 Mr. Fisher commented that the cold freeze may have an impact on the vegetation throughout
57 the property.

58

59 The Members of the Board and District Staff discussed the incoming freeze and
60 preparations that may be needed.

61

62 **FOURTH ORDER OF BUSINESS**

**Monthly Report Updates by
Supervisor Ken Walter**

63

64

65 1. Joint Landscape Committee Report – December 2025

66 2. December & January's Landscape Report

67 3. Discussion of

68 a. Mainline Valves

69 b. Wet Checks

70 c. Annuals on Legacy Blvd.

71 4. Consideration of Bull Nose on Guerrero & Galindo, Not to Exceed \$10,000

72

73 Mr. Walter presented the joint landscape report and general report updates to the Members
74 of the Board.

75

76 Mr. Walter commended all the staff for their performance regarding the district's overall
77 operation.

78

79 Mr. Walter continued reviewing the joint landscape report with the Members of the Board
80 and reviewed current wet checks planning and proposed calendar dates.

81

82 Mr. Walter reviewed the completion of the phase three irrigation overhaul project with the
83 Board.

84

85 Mr. Walter commented on phase one irrigation overhaul project that is currently in progress,
86 and stated proposals are expected to be received by February.

87

88 Mr. Walter reviewed December and January's landscape reports and updates on the current
89 bull nose projects, with the Members of the Board.

90

91 Mr. Walter reviewed the next bull nose project on Guerrero & Galindo for the Board's
92 consideration.

93
94

On a Motion by Mr. Smallegan, seconded by Ms. LaBrecque, with all in favor, the Board of Supervisors approved not to exceed \$10,000 for the Guerrero & Galindo Bull Nose projects and directed Mr. Walter to work with District Staff to finalize this project, for Heritage Isle at Viera Community Development District.

95

The Members of the Board and District Staff discussed the bull nose projects.

97

98 Mr. Mendes stated he will work with Mr. Goldstein and HIDA to remove the mirror from the
99 street pole at Guerrero & Galindo.

100

101 Mr. Walter reviewed an irrigation break , restorations and sidewalk repairs in the Abbyville
102 area with the Board Members.

103

104 Mr. Walter commented on further enhancements of the sidewalk in Abbyville.

105

106 The Members of the Board requested Ms. Saunders to work with Juniper landscaping for
107 status reports of all irrigation valves and identifying what valves are responsible for each
108 zone or phase.

109

110 Mr. Walter requested the consideration of a maintenance program for irrigation upkeep to
111 be included for next year's (2027) budget.

112

113 An in-depth discussion ensued amongst the Members of the board and District Staff
114 regarding irrigation blueprints and plans.

115

116 Mr. Mendes stated he will contact Tropacare regarding AS for the irrigation systems.

117

On a Motion by Mr. Goldstein, seconded by Mr. Walter, with all in favor, the Board of Supervisors directed Mr. Magee, Mr. Mendes and Juniper landscaping to work with Mr. Walter on the SOP for irrigation operations, for Heritage Isle at Viera Community Development District.

118

119 Mr. Walter reviewed the recent repairs for FPL lights with the Members of the Board.

120

121 FIFTH ORDER OF BUSINESS

Hoover Reports

122

123 1. Biannual Maintenance Service Report

124

125 Mr. Mendes reviewed the general maintenance completed by Hoover with the Members of
126 the Board and stated Hoover reported a bearing noise coming from bearing number one.

127

128 Mr. Mendes asked the Board if there were any questions. There were none.

129

SIXTH ORDER OF BUSINESS

Staff Reports

A. District Counsel

Ms. Magee stated there was nothing to report at this time.

Mr. Walter commented on the upcoming agreements.

B. District Engineer

1. HOA Drainage Review Request (CDD Storm Drains)
2. Update on Scope for Bridge Repairs
3. Phase 5 Drainage Issue Review/ Updates
4. Updates on Revised Scope for Bi-Annual Report
5. Annual Compliance for PUD Report

Ms. Saunders reviewed her item updates with the Members of the Board and reviewed HOA drainage requests.

Ms. Saunders confirmed the scope of bridges is in draft form and stated she will revise this scope to include dawn lighting that is solar powered and bollards to impede golf carts from driving on bridges in the community.

Mr. Mendes stated he will gather proposals for storm drain cleanings for the Board meeting in March.

Ms. Saunders stated she will have the revised scope for Bi-annual reports for the next Board meeting.

Ms. Saunders reviewed the CUP report with the Members of the Board.

C. District Manager

1. Quarterly Website Audit
2. Updates on Pressure Washing

Mr. Mendes reviewed with the Board that the pressure washing project is currently in phase seven and the vendor has requested an extension for project completion.

Mr. Mendes stated to the Board that the overall vendor communication and service has been great.

Mr. Mendes reviewed the quarterly website audit and additional pressure-washing updates with the Members of the Board.

SEVENTH ORDER OF BUSINESS

Consideration of the Minutes of

**the Board of Supervisors'
Meeting held on October 28, 2025**

Mr. Mendes reviewed the meeting minutes with the Board Members and reviewed revisions, line 256 revised to show corrected dollar amount and Mr. Magee's name corrected from Mr. Mcgee.

Mr. Mendes asked if any additional revisions were requested. There were none.

On a Motion by Ms. LaBrecque, seconded by Mr. Smallegan, with all in favor, the Board of Supervisors approved the Board of Supervisor Regular Meeting minutes held October 28, 2025, in substantial form, for Heritage Isle at Viera Community Development District.

EIGHTH ORDER OF BUSINESS

**Ratification of Operation and
Maintenance Expenditures for
September – November 2025**

Mr. Mendes reviewed the operation and maintenance expenditures for the months of September - November 2025 with the Members of the Board and asked if there were any questions. There were none.

On a Motion by Ms. LaBrecque, seconded by Mr. Francis, with all in favor, the Board of Supervisors ratified the operation and maintenance expenditures for September 2025 (\$19,687.44) October 2025 (\$123,948.19) & November 2025 (\$112,899.96), for Heritage Isle at Viera Community Development District.

NINTH ORDER OF BUSINESS

Ratification of District Items

1. Juniper
 - a. Valve Replacement in Galindo Park
 - b. Decoder Wire Replacement – Legacy Blvd Phase 1
 - c. Valve & Decoder and Solenoid Replacement off Legacy Blvd
 - d. Replacement of Two Irrigation Valves on Klein St. in Phase 8
 - e. Shrub Removal and St. Augustine Floratam Installation
 - f. Irrigation Revamp at the Corner of Vallejo & Pacheco
 - g. Bull Nose Irrigation Repairs on Carambola
2. Hoover Pumping Systems – Proactive Filter Disc Cleaning
3. Rolling Suds- Storm Drain Pressure Washing Change Order

Mr. Mendes stated to the Board that item 3 Rolling Suds storm drain pressure washing change order was requested which resulted in a vendor extension request.

The Members of the Board reviewed and approved all items for ratification.

The Board reviewed Juniper billings.

214

On a Motion by Mr. Goldstein, seconded by Ms. LaBrecque, with all in favor, the Board of Supervisors ratified, the Juniper Valve Replacement in Galindo Park, Decoder Wire Replacement – Legacy Blvd Phase 1, Valve & Decoder and Solenoid Replacement off Legacy Blvd, Replacement of Two Irrigation Valves on Klein St. in Phase 8, Shrub Removal and St. Augustine Floratam Installation, Irrigation Revamp at the Corner of Vallejo & Pacheco, Bull Nose Irrigation Repairs on Carambola, the Hoover Pumping Systems – Proactive Filter Disc Cleaning and Rolling Suds- Storm Drain Pressure Washing Change Order, for Heritage Isle at Viera Community Development District.

215

216 **TENTH ORDER OF BUSINESS**

**Discussion Regarding Use of
Golf Carts on Sidewalks**

217

218

219 The Members of the Board reviewed and discussed the use of golf carts on community
220 sidewalks.

221

On a Motion by Ms. LaBrecque, seconded by none, the Board of Supervisors' motion to paint sidewalks for golf carts failed, for Heritage Isle at Viera Community Development District.

222

223 Mr. Smallegan commented to the Board, that the painting of sidewalks for golf carts
224 may be ineffective.

225

226 **ELEVENTH ORDER OF BUSINESS**

**Consideration of Precision
Sidewalk Hazard Repairs**

227

228

229 Mr. Mendes stated the proposed repairs will cover all remaining areas on CDD property and
230 will not exceed \$46,260.

231

232 Mr. Mendes stated the general fund is budgeted \$45,000 with an additional \$30,000
233 budgeted in reserves.

234

235 The Members of the Board and District staff reviewed in depth, the scope of repairs and
236 approved the proposal for sidewalk hazard repairs from Precision Sidewalks.

237

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

238

239 **TWELFTH ORDER OF BUSINESS**

**Consideration of TIGRIS Annual
Aquatic Maintenance Services**

240

241

242 Mr. Mendes reviewed with the Board that the annual budget for aquatic services is \$45,000
243 and the agreement renewal is \$36,138.96 and that there is no increase year after year.

244

245 The Members of the Board and District Staff reviewed and discussed the annual aquatic
246 maintenance services proposal.

247

248 Mr. Goldstein commented on stem grasses that are underway for maintenance.

249

On a Motion by Ms. LaBrecque, seconded by Mr. Smallegan, with all in favor, the Board of Supervisors approved the TIGRIS annual aquatic maintenance service agreement, for Heritage Isle at Viera Community Development District.

250

251 **THIRTEENTH ORDER OF BUSINESS**

**Consideration of Fountain Kings,
Entrance Fountain Light Control
Panel Replacement Proposal**

252

253

254

255 Mr. Mendes reviewed the fountain control replacement proposal with the Members of the
256 Board and stated that it is to replace the rusted control boxes.

257

258 Mr. Mendes stated to replace internal light controls to new panels and needed electrical
259 components to complete this replacement is \$952.72 with a fountain repair budget of
260 \$10,000.

261

262 Mr. Mendes stated that as of November 2025 no funds were spent from the fountain repair
263 budget.

264

265 The Members of the Board reviewed and approved of the fountain control panel
266 replacement proposal.

267

268 The Members of the Board directed the fountain light color to be white year-round.

269

On a Motion by Ms. LaBrecque, seconded by Mr. Goldstein, with all in favor, the Board of Supervisors approved the Fountain Kings, Entrance Fountain Light Control Panel Replacement Proposal, for Heritage Isle at Viera Community Development District.

270

271 **FOURTEENTH ORDER OF BUSINESS**

**Supervisor Requests and
Audience Comments**

272

273

274 Mr. Walter commented on the upcoming phase one irrigation project and commented on the
275 CDD's portion being \$25,000.

276

277 A member of the audience thanked Ms. Saunders for reviewing Phase five area and
278 commented on speeding issues impacting Guerrero.

279

280 A member of the audience commented on recent accident on Legacy and Guerrero that was
281 approx.. two years ago.

282

283 A member of the audience inquired about grading issues in phase four park on Haloc St.

284
285 A member of the audience commented on the bollards. Mr. Mendes stated he will review the
286 rules for bikes on community bridges.

287
288 A member of the audience inquired about the area where golf carts are permitted.

289
290 A member of the audience commended the Board on their performance and commented on
291 valve shutdown procedures.

292
293 **FIFTEENTH ORDER OF BUSINESS**

Adjournment

294

On a Motion by Ms. LaBrecque, seconded by Mr. Walter, the Board of Supervisors, with all in favor, adjourned the meeting at 12:34 p.m., for Heritage Isle at Viera Community Development District.
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307 *[SIGNATURES ON FOLLOWING PAGE]*

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Secretary/Assistant Secretary

Chairman/Vice Chairman

DRAFT

TAB 7

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 December 2025 Presented For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from December 1, 2025 through December 31, 2025. This does not include expenditures previously approved by the Board.

The total items being presented: **\$138,202.65**

Approval of Expenditures:

_____ Chairperson

_____ Vice Chairperson

_____ Assistant Secretary

Heritage Isle at Viera Community Development District

Paid Operation & Maintenance Expenditures

December 1, 2025 Through December 31, 2025

<u>Vendor Name</u>	<u>Check #</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
B S E Consultants Inc.	300117	251129	Engineering Services 08/25-10/25	\$ 1,984.00
Bob Goldstein	300127	BG102825	Board of Supervisors Meeting 10/28/25	\$ 200.00
Doggie Doo Doo Disposal Services	300118	20630	Monthly Service 11/25	\$ 512.00
Florida Power & Light Company	20251223-2	47818-03004-121125 ACH	6813 Legacy Blvd # Pump 12/25	\$ 1,930.73
Florida Power & Light Company	20251223-1	69877-97013-121125 ACH	6494 Legacy Blvd # Irr 12/25	\$ 824.74
Gannett Florida LocalIQ	300119	0007406121	Legal Advertising 10/25	\$ 175.16
Hoover Pumping Systems Corp.	300131	193094	1-Year Service Agreement MA #6815 12/25	\$ 5,180.00
Hoover Pumping Systems Corp.	300132	193247	PROACTIVE Filter Disc Cleaning 12/25	\$ 2,045.68
HP Home Maintenance Solutions, LLC	300125	503	Concrete sidewalks 10/25	\$ 4,300.00
HP Home Maintenance Solutions, LLC	300120	509	Pressure washing 11/25	\$ 950.00
JoAnne M. LaBrecque	300128	JL102825	Board of Supervisors Meeting 10/28/25	\$ 200.00
Jon Smallegan	300129	JS102825	Board of Supervisors Meeting 10/28/25	\$ 200.00
Juniper Landscaping of Florida, LLC	300134	361845	Enhancement 10/25	\$ 240.00

Heritage Isle at Viera Community Development District

Paid Operation & Maintenance Expenditures

December 1, 2025 Through December 31, 2025

<u>Vendor Name</u>	<u>Check #</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Juniper Landscaping of Florida, LLC	300133	364118	Mainline brake under the sidewalk 10/25	\$ 12,166.82
Juniper Landscaping of Florida, LLC	300133	364119	Mainline brake under the sidewalk 10/25	\$ 9,515.94
Juniper Landscaping of Florida, LLC	300133	364120	Mainline brake under the sidewalk 10/25	\$ 255.48
Juniper Landscaping of Florida, LLC	300121	366811	Landscape Maintenance 11/25	\$ 26,772.00
Juniper Landscaping of Florida, LLC	300134	366974	Ground Prep, Debris, Dirt 10/25	\$ 4,176.20
Juniper Landscaping of Florida, LLC	300133	369098	Damaged valve replacement 11/25	\$ 450.00
Juniper Landscaping of Florida, LLC	300137	369458	Decoder wire break location and wire nut replacement on legacy Blvd 11/25	\$ 2,109.44
Juniper Landscaping of Florida, LLC	300137	371106	Landscape Maintenance 12/25	\$ 26,772.00
Juniper Landscaping of Florida, LLC	300137	371421	Palm Removal, Sop, Dirt, Deris 11/25	\$ 4,663.19
Kenneth F. Walter	300130	KW102825	Board of Supervisors Meeting 10/28/25	\$ 200.00
Kutak Rock, LLP	300135	3657329	Legal Services 08/25-09/25	\$ 4,371.82
Precision Sidewalk Safety Corp.	300122	b-2869	Sidewalk Repairs 11/25	\$ 10,695.00
Rizzetta & Company, Inc.	300126	INV0000105315	Accounting Services 12/25	\$ 8,130.13

Heritage Isle at Viera Community Development District

Paid Operation & Maintenance Expenditures

December 1, 2025 Through December 31, 2025

<u>Vendor Name</u>	<u>Check #</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
TIGRIS Aquatic Services, LLC	300123	3827301	Aquatic Service 10/25	\$ 3,011.58
TIGRIS Aquatic Services, LLC	300136	3827302	Aquatic Service 11/25	\$ 3,011.58
TIGRIS Aquatic Services, LLC	300138	4311416	Aquatic Service 12/25	\$ 3,011.58
Trutech LLC	300124	INV-496463	Recurring Service - Yard Animals 10/25	\$ 73.79
Trutech LLC	300124	INV-526068	Recurring Service - Yard Animals 11/25	\$ <u>73.79</u>
Report Total				<u>\$138,202.65</u>

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 January 2026 Presented For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from January 1, 2026 through January 31, 2026. This does not include expenditures previously approved by the Board.

The total items being presented: **\$76,379.29**

Approval of Expenditures:

_____ Chairperson

_____ Vice Chairperson

_____ Assistant Secretary

Heritage Isle at Viera Community Development District

Paid Operation & Maintenance Expenditures

January 1, 2026 Through January 31, 2026

<u>Vendor Name</u>	<u>Check #</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Bob Goldstein	300150	BG012726	Board of Supervisors Meeting 01/27/26	\$ 200.00
David Francis	300152	DF012726	Board of Supervisors Meeting 01/27/26	\$ 200.00
David Francis	300151	DF102825	Board of Supervisors Meeting 10/28/25	\$ 200.00
Doggie Doo Doo Disposal Services	300146	20828	Monthly Service 12/25	\$ 512.00
Doggie Doo Doo Disposal Services	300145	21018	Monthly Service 01/26	\$ 512.00
Florida Power & Light Company	20260126-2	4781803004-011226	6813 Legacy Blvd # Pump 01/26	\$ 1,928.85
Florida Power & Light Company	20260126-3	5762018553-011226	Decorative Lgtng # Heritage Isle 01/26	\$ 4,565.03
Florida Power & Light Company	20260126-1	6987797013-011226	6494 Legacy Blvd # Irr 01/26	\$ 1,236.27
Fountain Kings, Inc.	300147	INV-0958	Quarterly Fountain Maintenance 10/25	\$ 275.00
HP Home Maintenance Solutions, LLC	300148	2956	Concrete slab 7'x4'x5 01/26	\$ 3,950.00
HP Home Maintenance Solutions, LLC	300139	294 122725	Bridge Repairs 12/25	\$ 4,900.00
Innersync Studio, Ltd	300143	INV-SN-1193	School Now CDD ADA-PDF 12/25	\$ 384.38
James E Duvall	300149	3248	Miscellaneous Item Irrigation Wire 12/25	\$ 18,924.50

Heritage Isle at Viera Community Development District

Paid Operation & Maintenance Expenditures

January 1, 2026 Through January 31, 2026

<u>Vendor Name</u>	<u>Check #</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
JoAnne M. LaBrecque	300153	JL012726	Board of Supervisors Meeting 01/27/26	\$ 200.00
Jon Smallegan	300154	JS012726	Board of Supervisors Meeting 01/27/26	\$ 200.00
Juniper Landscaping of Florida, LLC	300142	374131	Decoders, Solenoid and valve replacements 12/25	\$ 1,466.50
Juniper Landscaping of Florida, LLC	300142	374132	Valve replacements in phase 8 park 12/25	\$ 900.00
Juniper Landscaping of Florida, LLC	300144	376702	Landscape Maintenance 01/26	\$ 28,110.58
Kenneth F. Walter	300155	KW012726	Board of Supervisors Meeting 01/27/26	\$ 200.00
Rizzetta & Company, Inc.	300140	INV0000106235	Accounting Services 01/26	\$ 7,435.18
Trutech LLC	300141	4353180	Recurring Service - Yard Animals 12/25	\$ <u>79.00</u>
Report Total				<u>\$76,379.29</u>

TAB 8



March 06, 2026

Contract No. - 389115

Heritage Isle at Viera CDD - Maintenance

Replacement of 4 valves that are sticking on at the following locations behind 3434 Sansome , 3364 Sansome, 3393 Sansome Phase 7 around the park and 3315 Sansome near the south pond first entrance also Phase 7

ITEM	QTY	UNIT PRICE	TOTAL PRICE
Hunter Globe Valve ICV Glass Filled Nylon 2 in. w/ Flow Control FIPT x FIPT	4.00	\$450.00	\$1,800.00
			\$1,800.00

WORK ORDER SUMMARY

SERVICES	SALES TAX	TOTAL PRICE
Control Components	\$0.00	\$1,800.00
		\$0.00
		\$1,800.00

Sale	\$1,800.00
Sales Tax	\$0.00
Total	\$1,800.00

By _____
CHRIS WADE

By _____

Date 3/6/2026

Date _____

**Juniper Landscaping of Florida
LLC**

**Heritage Isle at Viera CDD -
Maintenance**

ESTIMATE

**Druse Landscaping & Tree
Service LLC**
1557 Cooling St
Melbourne, FL 32935

drusemlbm@aol.com
+1 (321) 446-5578

C/O

Bill to
Heritages Isles CDD
6972 Lake Gloria BLVD.
Orlando, FL 32955
United States

Ship to
Heritages Isles
6972 Lake Gloria BLVD.
Orlando, FL 32955
United States

Estimate details

Job Site: Guerro & Galindo Bullnoses.

Estimate no.: 4024

Estimate date: 02/25/2026

#	Date	Product or service	Description	Qty	Rate	Amount
1.		Landscaping Services	Labor for removal and grading.	40	\$50.00	\$2,000.00
2.		Sod	Flortam Sod installed per pallet.	7	\$450.00	\$3,150.00
3.		Brevard County Landfill Disposal Fee	Green Waste Fee.	20	\$50.00	\$1,000.00
4.		Plants	To be determined. Possibly Dwarf Bouganvilla	8	\$18.00	\$144.00
					Total	\$6,294.00

Accepted date

02/25/26

Accepted by

Ken Walter

ESTIMATE

**Druse Landscaping & Tree
Service LLC**
1557 Cooling St
Melbourne, FL 32935

drusemlbm@aol.com
+1 (321) 446-5578

C/O

Bill to
Heritages Isles CDD
6972 Lake Gloria BLVD.
Orlando, FL 32955
United States

Ship to
Heritages Isles
6972 Lake Gloria BLVD.
Orlando, FL 32955
United States

Estimate details

Job Site: Phase 4

Estimate no.: 4026
Estimate date: 02/25/2026

#	Date	Product or service	Description	Qty	Rate	Amount
1.		Landscaping Services	30 gallon Live Oak replacement tree. Tree cost only.	1	\$225.00	\$225.00
					Total	\$225.00

Accepted date 02/25/26

Accepted by

Ken Walter

TAB 9

OnSight Industries, LLC
900 Central Park Dr
Sanford FL 32771

Written By: KAT THOMAS

Date: 12/5/2025

Proposal: W000410822

Bill To:

HERITAGE ISLE AT VIERA CDD
3434 Colwell Ave
Suite 200
Tampa FL 33614
USA

Location:

HERITAGE ISLE AT VIERA CDD
3434 Colwell Ave
Suite 200
Tampa FL 33614
USA

Project Name: NO FISHING SIGNS

Line	Item	U/M	Unit Price	Qty	Net Amount
1	LABOR/INSTALL TAMPA LOCAL <15 LABOR / INSTALLATION INSTALL TAMPA LOCAL <15	EA	595.00	1.000	595.00
2	ITEM-SIGNAGE / DISPLAY-M000991 S/S ALLIGATOR SIGNS 18X24 WITH POSTS	EA	276.70	10.000	2,767.00
Pre-Tax Total:					3,362.00
Sales Tax:					252.16
Total:					3,614.16

Terms and Conditions:

- All agreements are contingent upon delays and material cost increases beyond our control. Manufacturing cost increases incurred after quotation and prior to a work order being submitted to production will be passed through to the customer. In this scenario, the project will be requoted for customer approval. - Pricing in this proposal is subject to acceptance within 14 days and is void thereafter. - Depending upon the agreed credit terms, a deposit may be required before work is to commence. - If a deposit is to be paid by credit card, you authorize OnSight Industries, LLC to charge 50% of the total project cost upfront and the balance of the project upon completion. - Any labor and installation pricing is approximate and subject to change based upon actual time incurred. - Delivery/installation postponement will result in the client being progress billed for completed product. At this time, title for the product will transfer to the client. Client agrees to pay progress bill invoice upon receipt. Product will be warehoused until the client is ready for installation, at which time installation labor will be invoiced upon completion. Product that is warehoused for over 6 months will be assessed a \$100/month/pallet storage fee beginning on the 7th month. - Sales tax is estimated and subject to change based upon the actual rate at time of invoicing. - Unless otherwise noted, client assumes all responsibility for permitting and utility locator services as necessary. - Customer is responsible for variations from customer supplied architectural drawings & hardscapes. - Signature on this proposal constitutes approval from the client on supplied artwork/graphics. - Any credit balance(s) resulting from overpayment that remains on a credit account over 30 days will be applied to the oldest invoice(s) or to upcoming active order(s) and reflected on the following month's statement. - Invoices are due upon receipt. Any unpaid invoices are subject to late fees equal to 1.5% of the balance due per month (18% per year), collection fees and/or court costs.

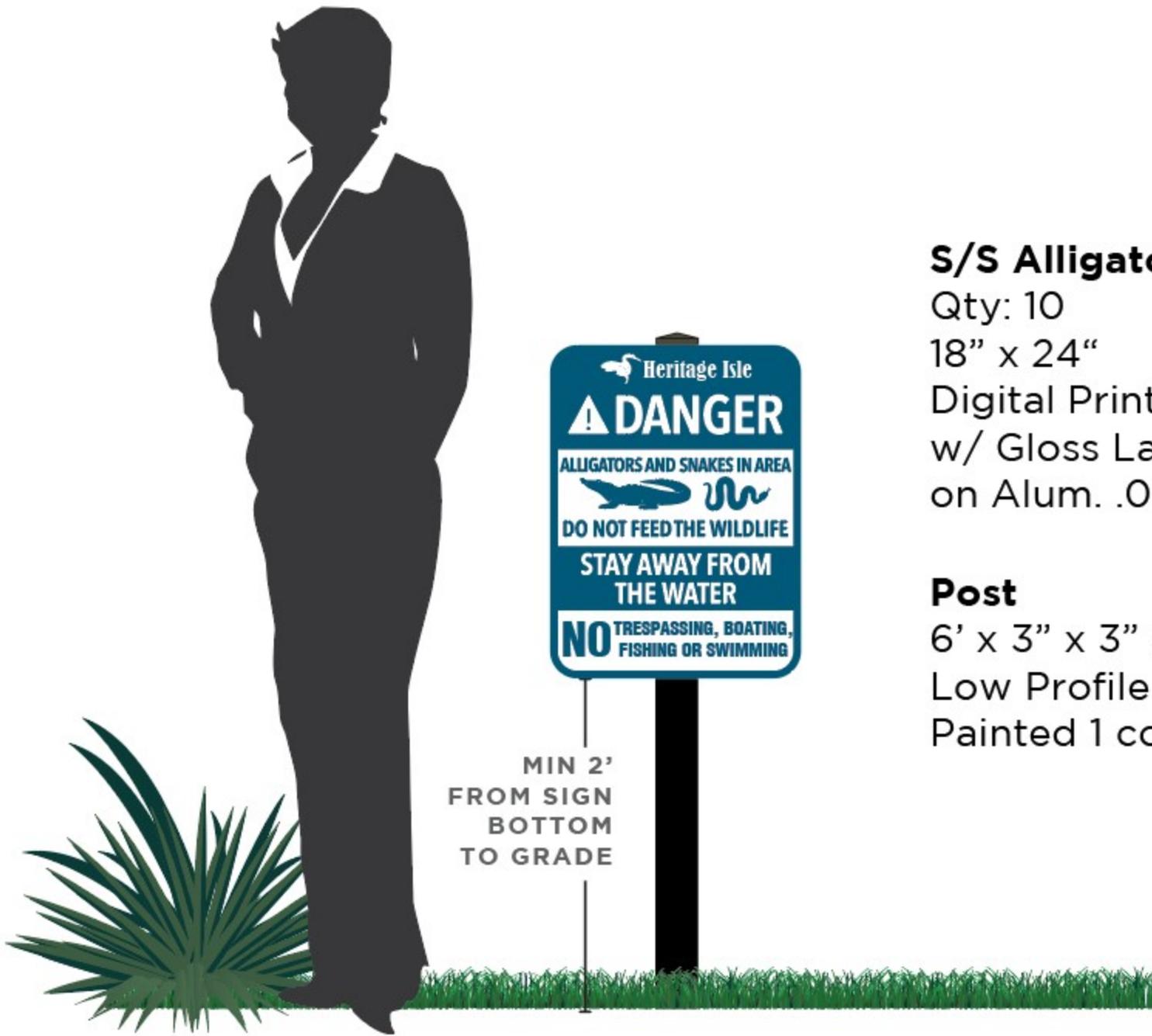
Proposal Acceptance:

The above prices, specifications and conditions are hereby accepted. OnSight Industries, LLC is authorized to proceed with the project as stated. Payment will be made as outlined above.

Signature

Name

Date



S/S Alligator Signs

Qty: 10

18" x 24"

Digital Print (IJ 180)

w/ Gloss Lam

on Alum. .080

Post

6' x 3" x 3" Alum Square Post

Low Profile Finial

Painted 1 color

PAINT

**BLACK
GLOSS**

TAB 10

AGREEMENT FOR IRRIGATION REPAIR

THIS AGREEMENT (“Agreement”) is made and entered into to be effective the 24th day of March, 2025, by and between:

HERITAGE ISLE AT VIERA COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, and with an address of 8529 Southpark Circle, Suite 330, Orlando, Florida 32819 ("**District**"), and

_____, a _____, with a mailing address of _____ ("**Contractor**," and together with the District, "**Parties**").

RECITALS

WHEREAS, the District has a need to retain an independent contractor to provide irrigation repair services, all as more particularly described in Contractor’s proposal attached hereto as **Exhibit A** and incorporated herein by this reference; and

WHEREAS, Contractor represents and warrants to the District that it is qualified, capable, and willing to provide such services and the District desires to enter into this Agreement with Contractor for the same; and

WHEREAS, the District and Contractor warrant and agree that they have all right, power, and authority to enter into and be bound by this Agreement.

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

SECTION 1. RECITALS. The recitals stated above are true and correct and by this reference are incorporated into and form a material part of this Agreement.

SECTION 2. DUTIES.

- A.** The duties, obligations, and responsibilities of Contractor are to provide the services, labor, and materials to provide directional bore services (collectively, "**Services**"), all as further described in **Exhibit A**, attached hereto and incorporated herein by reference ("**Project**"). Contractor shall be solely responsible for the means, manner, and methods by which its duties, obligations, and responsibilities are met to the satisfaction of the District. Contractor shall report directly to the District Engineer or his/her designee. Contractor shall use all due care to protect the property of the District from damage. Contractor agrees to repair any damage resulting from Contractor’s activities and work within twenty-four (24) hours.

- B.** Should any error or inconsistency appear in the construction specifications, Contractor, before proceeding with the Project, must notify the District for the proper adjustment, and in no case proceed with the Project in uncertainty nor with insufficient drawings.

- C. This Agreement grants to Contractor the right to enter District lands which are subject to this Agreement, for those purposes described in this Agreement, and Contractor hereby agrees to comply with all applicable laws, rules, and regulations.
- D. Changes in the Project, labor, or materials for the Project may be accomplished by change order that demonstrates the written agreement of the District and Contractor upon the change in the Project, the amount of adjustment in compensation, and the extent of adjustment to the date of completion. Any additional compensation for additional duties shall be paid only upon the written authorization of the District Engineer or his/her designee.
- E. Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under this Agreement. Additionally, Contractor must clean mud and other debris from the District streets used as access to and from the site. At completion of the Project, Contractor shall remove from the site waste materials, rubbish, tools, construction equipment, machinery, and surplus materials. If Contractor fails to clean up as provided in this Agreement, the District may do so and the cost, if any, shall be reimbursed by Contractor.

SECTION 3. COMPENSATION.

- A. As compensation for the completion of the Project, the District agrees to pay Contractor _____ (\$_____.__) as more specifically set forth in Exhibit A, plus reimbursement for the actual costs of the Payment and Performance Bonds required by Section 31 herein. Such amounts include all materials and labor provided for in **Exhibit A** and all items, labor, materials, or otherwise, to provide the District the maximum benefits of the Services. Payment shall be due within 30 days of completion of the Project and acceptance by the District.
- B. If the District should desire additional services, Contractor agrees to negotiate in good faith to undertake such additional work or services. However, no additional services shall be provided by Contractor prior to the parties' successful negotiations of the additional terms and compensation. Upon successful negotiations, the parties shall agree in writing to an addendum, addenda, or change order(s) to this Agreement. Contractor shall be compensated for such agreed upon additional services upon mutual terms agreeable to the parties and agreed to in writing.
- C. The District may require, as a condition precedent to making any payment to Contractor, that all subcontractors, materialmen, suppliers or laborers be paid and require evidence, in the form of Lien Releases or partial Waivers of Lien, to be submitted to the District by those subcontractors, materialmen, suppliers or laborers, and further require that Contractor provide an affidavit relating to the payment of said indebtedness. Further, the District shall have the right to require, as a condition precedent to making any payment, evidence from Contractor, in a form satisfactory to the District, that any indebtedness of Contractor, as to services to the District, has been paid and that Contractor has met all of the obligations with regard to the withholding and payment of taxes, Social Security payments, Workers' Compensation, Unemployment Compensation contributions, and similar payroll deductions from the

wages of employees.

- D. Contractor shall maintain records conforming to usual accounting practices. Further, Contractor shall render each invoice to the District in writing, and each invoice shall contain, at a minimum, the District's name, Contractor's name, the invoice date, an invoice number, an itemized listing of all costs billed on each invoice with a sufficient description of each, the timeframe within which the services were provided, and the address or bank information to which payment is to be remitted.

SECTION 4. DATE OF COMPLETION. Contractor shall complete the Project by no later than _____, 2025. The completion date may be adjusted to address any delays caused by the District. Contractor and the District recognize that time is of the essence with this Agreement and that the District will suffer financial loss if the Project is not completed within the times specified herein. Contractor and the District acknowledge and agree that the District may terminate this Agreement for cause if Contractor cannot substantially adhere to the agreed upon timing provided in this Section.

SECTION 5. TERMINATION. The District agrees that Contractor may terminate this Agreement for cause by providing sixty (60) days' written notice of termination to the District; provided, however, that the District shall be provided a reasonable opportunity to cure any failure under this Agreement. Contractor agrees that the District may terminate this Agreement immediately for cause by providing a written notice of termination to Contractor. The District shall provide thirty (30) days' written notice of termination without cause. Upon any termination of this Agreement, Contractor shall be entitled to payment for any and all material and labor provided up until the effective termination of this Agreement, subject to whatever claims or offsets the District may have against Contractor.

SECTION 6 WARRANTY. Contractor warrants to the District that all materials furnished under this Agreement shall be new, and that all Services and materials shall be of good quality, free from faults and defects. Contractor hereby warrants the materials for the longer of: (i) a period of two (2) calendar years from the date of District's final acceptance of the Project or (ii) the warranties set forth in the Warranty Certificate for the products. Neither final acceptance of the Project, nor final payment, nor any provisions of this Agreement shall relieve Contractor of the responsibility for defective or deficient materials or Services. If any of the Services provided under this Agreement are found to be defective, deficient or not in accordance with this Agreement, Contractor shall correct, remove and replace it promptly after receipt of a written notice from the District, and correct and pay for any other damage resulting therefrom to the District property or the property of landowners within the District.

Contractor hereby covenants to the District that it shall perform the Services necessary to complete the Project: (i) using its best skill and judgment and in accordance with generally accepted professional and design standards and practices for projects of similar design and complexity as the development occurring within the District; (ii) in compliance with all applicable federal, state, county, municipal, building and zoning, land use, environmental, public safety, non-discrimination and disability accessibility laws, codes, ordinances, rules and regulations, including, without limitation, all professional registration (both corporate and individual) for all required basic disciplines that it shall perform; and (iii) in an expeditious and economical manner consistent with the best interest of the District. Contractor agrees that the warranties and covenants provided herein may be assigned to the District upon conveyance of the constructed improvements to the District.

SECTION 7. INSURANCE. Contractor shall, at its own expense, maintain insurance during the

performance of its Services under this Agreement, with limits of liability not less than the following:

Workers' Compensation	statutory
General Liability	
<i>Bodily Injury (including contractual)</i>	\$1,000,000/\$2,000,000
<i>Property Damage (including contractual)</i>	\$1,000,000/\$2,000,000
Automobile Liability (if applicable)	
<i>Bodily Injury and Property Damage</i>	\$1,000,000/\$2,000,000

Contractor shall provide the District with a certificate naming Cabot Citrus OpCo, LLC, a Delaware limited liability company and the District, and their respective members, parents, partners, subsidiaries, affiliates, officers, directors, supervisors, staff, lawyers, managers, engineers, consultants, agents, subcontractors and employees as additional insureds. At no time shall Contractor be without insurance in the above amounts. No policy may be canceled during the term of this Agreement without at least thirty (30) days' written notice to the District. An insurance certificate evidencing compliance with this Section shall be sent to the District prior to the commencement of any performance under this Agreement.

If Contractor fails to have secured and maintained the required insurance, the District has the right but not the obligation to secure such required insurance in which event Contractor shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District 's obtaining the required insurance.

SECTION 8. INDEMNIFICATION.

A. Contractor agrees to indemnify and hold harmless the District and their respective members, parents, partners, subsidiaries, affiliates, officers, directors, supervisors, staff, lawyers, managers, engineers, consultants, agents, subcontractors and employees. from liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of Contractor and persons employed or utilized by Contractor in performance of Services related to this Agreement. The obligations under this paragraph shall be limited to no more than Two Million Dollars (\$2,000,000.00), which amount the District and Contractor agree bears a reasonable commercial relationship to this Agreement. Nothing in this Section is intended to waive or alter any other remedies that the District may have against the Contractor. Additionally, nothing in this Agreement requires Contractor to indemnify the District for the District's percentage of fault if the District is adjudged to be more than 50% at fault for any claims against the District and Contractor as jointly liable parties; however, Contractor shall indemnify the District for any and all percentage of fault attributable to Contractor for claims against the District, regardless of whether the District is adjudged to be more or less than 50% at fault. Contractor further agrees that nothing herein shall constitute or be construed as a waiver of the District's limitations on liability contained in Section 768.28, *Florida Statutes*, or other statute.

- B.** Obligations under this Section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorneys' fees, and paralegals' fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings) as ordered.

SECTION 9. COMPLIANCE WITH GOVERNMENTAL REGULATION. In performing its obligations under this Agreement, Contractor and each of its employees, agents, subcontractors or anyone directly or indirectly employed by Contractor shall comply with all applicable laws, ordinances, rules, regulations, and orders of any public or governmental authority having appropriate jurisdiction, including all laws, regulations and rules relating to immigration and/or the status of foreign workers. Contractor shall initiate, maintain, and supervise all safety precautions and programs in connection with its obligations herein. Contractor shall ensure that all of Contractor's employees, agents, subcontractors or anyone directly or indirectly employed by Contractor observe Contractor's rules and regulations of safety and conduct. Contractor shall take all reasonable precautions for the safety of and shall provide all reasonable protection to prevent damage, injury or loss to all of its employees, agents and subcontractors performing its obligations herein and other persons who may be affected, and any material, equipment and other property. Contractor shall remedy all damage or loss to any property caused in whole or in part by Contractor, its employees, agents, subcontractors or anyone directly or indirectly employed by Contractor, or by anyone for whose acts Contractor may be liable. Consistent with Section 8 provided for herein, Contractor shall indemnify District for all damage or losses it may incur or be exposed to because of Contractor or any of its employees, agents, subcontractors or anyone directly or indirectly employed by Contractor's failure to comply with the provisions contained herein.

SECTION 10. NO THIRD-PARTY BENEFICIARIES. Except for as described in Section 6, this Agreement is solely for the benefit of the formal parties herein and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal party hereto. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the parties hereto any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the parties hereto and their respective representatives, successors and assigns.

SECTION 11. INDEPENDENT CONTRACTOR. It is understood and agreed that at all times the relationship of Contractor and its employees, agents, subcontractors or anyone directly or indirectly employed by Contractor to the District is the relationship of an independent contractor and not that of an employee, agent, joint-venturer or partner of the District. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between the District and Contractor or any of its employees, agents, subcontractors or anyone directly or indirectly employed by Contractor. The parties acknowledge that Contractor is not an employee for state or federal tax purposes. Contractor shall hire and pay all of Contractor's employees, agents, subcontractors or anyone directly or indirectly employed by Contractor, all of whom shall be employees of Contractor and not employees of the District and at all times entirely under Contractor's supervision, direction and control.

In particular, the District will not: i) withhold FICA (Social Security) from Contractor's payments; ii) make state or federal unemployment insurance contributions on Contractor's behalf; iii) withhold

state or federal income tax from payment to Contractor; iv) make disability insurance contributions on behalf of Contractor; or v) obtain Workers' Compensation insurance on behalf of Contractor.

SECTION 12. ENTIRE AGREEMENT. This instrument shall constitute the final and complete expression of this Agreement between the District and Contractor relating to the subject matter of this Agreement. **Exhibit A** is applicable to the extent that it states the scope of services for the labor and materials and/or the compensation to be provided under this Agreement. Except as otherwise provided herein and to the extent that any provisions of **Exhibit A** conflict with provisions of this Agreement, this Agreement shall control.

SECTION 13. AMENDMENTS. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both the District and Contractor.

SECTION 14. AUTHORIZATION. The execution of this Agreement has been duly authorized by the appropriate body or official of the District and Contractor, both the District and Contractor have complied with all the requirements of law, and both the District and Contractor have full power and authority to comply with the terms and provisions of this Agreement and be bound by this Agreement.

SECTION 15. NOTICES. All notices, requests, consents and other communications under this Agreement ("**Notices**") shall be in writing and shall be hand-delivered, mailed by First Class Mail, postage prepaid, or sent by overnight delivery service, to the Parties at the addresses set forth above. Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for District and counsel for Contractor may deliver Notice on behalf of the District and Contractor. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days' written notice to the parties and addressees set forth in this Agreement.

SECTION 16. ENFORCEMENT OF AGREEMENT. In the event that either the District or Contractor is required to enforce this Agreement by court proceedings or otherwise, then the substantially prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

SECTION 17. CONTROLLING LAW AND VENUE. This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. Each party consents that the venue for any litigation arising out of or related to this Agreement shall be in Brevard County, Florida

SECTION 18. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

SECTION 19. HEADINGS FOR CONVENIENCE ONLY. The descriptive headings in this Agreement are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Agreement.

SECTION 20. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument.

SECTION 21. NEGOTIATION AT ARM'S LENGTH. This Agreement has been negotiated fully between the parties as an arm's length transaction. The parties participated fully in the preparation of this Agreement and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, all parties are deemed to have drafted, chosen and selected the language, and the doubtful language will not be interpreted or construed against any party.

SECTION 22. ASSIGNMENT. Contractor may not assign this Agreement or any monies to become due hereunder without the prior written approval of the District. Any assignments attempted to be made by Contractor without the prior written approval of the District are void.

SECTION 23. DEFAULT AND PROTECTION AGAINST THIRD PARTY INTERFERENCE. A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages, injunctive relief, and/or specific performance. The District shall be solely responsible for enforcing its rights under this Agreement against any interfering third party. Nothing contained in this Agreement shall limit or impair the District's right to protect its rights from interference by a third party to this Agreement.

SECTION 24. LIENS AND CLAIMS. Contractor shall promptly and properly pay for all labor employed, materials purchased, and equipment hired by it to perform under this Agreement. Contractor shall keep the District's property free from any materialmen's or mechanics' liens and claims or notices in respect to such liens and claims, which arise by reason of Contractor's performance under this Agreement, and Contractor shall immediately discharge any such claim or lien. In the event that Contractor does not pay or satisfy such claim or lien within five (5) business days after the filing of notice thereof, the District, in addition to any and all other remedies available under this Agreement, may terminate this Agreement to be effective immediately upon the giving of notice of termination.

SECTION 25. PUBLIC RECORDS. Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to section 119.0701, *Florida Statutes*. Contractor acknowledges that the designated public records custodian for the District is Brian Mendes ("**Public Records Custodian**"). Among other requirements and to the extent applicable by law, the Contractor shall 1) keep and maintain public records required by the District to perform the Service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the Agreement term and following the Agreement term if Contractor does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of this Agreement, transfer to the District, at no cost, all public records in Contractor's possession or, alternatively, keep,

maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by Contractor, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE HERITAGE ISLE AT VIERA COMMUNITY DEVELOPMENT DISTRICT, c/o BRIAN MENDES, RIZZETTA & COMPANY, BMENDES@RIZZETTA.COM, (407) 472-2471, 8529 SOUTHPARK CIRCLE, SUITE 330, ORLANDO, FLORIDA 32819.

SECTION 26. STATEMENT REGARDING CHAPTER 287 REQUIREMENTS. Contractor acknowledges that, in addition to all Laws and Regulations that apply to this Agreement, the following provisions of Florida law (“**Public Integrity Laws**”) apply to this Agreement:

- A. Section 287.133, *Florida Statutes*, titled *Public entity crime; denial or revocation of the right to transact business with public entities*;
- B. Section 287.134, *Florida Statutes*, titled *Discrimination; denial or revocation of the right to transact business with public entities*;
- C. Section 287.135, *Florida Statutes*, titled *Prohibition against contracting with scrutinized companies*;
- D. Section 287.137, *Florida Statutes*, titled *Antitrust violations; denial or revocation of the right to transact business with public entities; denial of economic benefits*; and
- E. Section 287.138, *Florida Statutes*, titled *Contracting with entities of foreign countries of concern prohibited*.

Contractor acknowledges that the Public Integrity Laws prohibit entities that meet certain criteria from bidding on or entering into or renewing a contract with governmental entities, including with the District (“**Prohibited Criteria**”).

Contractor acknowledges that the District may terminate this Agreement if the Contractor is found to have met the Prohibited Criteria or violated the Public Integrity Laws.

Contractor certifies that in entering into this Agreement, neither it nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity, meets any of the Prohibited Criteria, and in the event such status changes, Contractor shall immediately notify the District. By entering into this Agreement, Contractor agrees that any renewal or extension of this Contract shall be deemed a recertification of such status.

SECTION 27. CONSTRUCTION DEFECTS. PURSUANT TO SECTION 558.005, FLORIDA STATUTES, ANY CLAIMS FOR CONSTRUCTION DEFECTS ARE NOT SUBJECT TO THE NOTICE AND CURE PROVISIONS OF CHAPTER 558, FLORIDA STATUTES.

SECTION 28. E-VERIFY REQUIREMENTS. The Contractor shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, to the extent required by Florida Statute, Contractor shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. The District may terminate this Agreement immediately for cause if there is a good faith belief that the Contractor has knowingly violated Section 448.09(1), *Florida Statutes*. By entering into this Agreement, the Contractor represents that no public employer has terminated a contract with the Contractor under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

SECTION 29. COMPLIANCE WITH SECTION 20.055, FLORIDA STATUTES. The Contractor agrees to comply with Section 20.055(5), *Florida Statutes*, to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to such section and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), *Florida Statutes*.

SECTION 30. DIRECT PURCHASE MATERIALS. District represents to Contractor that District is a governmental entity exempt from Florida sales and use tax and will provide Contractor with a copy of its Consumer Exemption Certificate. At its sole discretion, and if it determines that it is in its best interests to do so, District may elect to implement a direct purchase arrangement whereby District will directly acquire certain materials (the "**Direct Purchase Materials**") necessary for the completion of the Work directly from Contractor's suppliers to take advantage of District's tax-exempt status. Such direct purchase arrangement shall be in accordance with the District's Procurement Procedures for District Purchased Material, which may be obtained upon request from the District's Public Records Custodian (hereinafter defined).

SECTION 31. PAYMENT AND PERFORMANCE BONDS. Notwithstanding any other provision of the Agreement, before commencing the Work, and consistent with the requirements of Section 255.05 of the Florida Statutes, the Contractor shall execute, deliver to the District, and record in the public records of Brevard County, Florida, a payment and performance bond with a surety insurer authorized to do business in the state of Florida as surety or, to the extent permitted by the District in its sole discretion, provide an alternative form of security as authorized under Section 255.05 of the Florida Statutes. Such bond and/or security shall be for 100% of the Contract Sum and shall be in effect for a full year from the time of Final Completion. In addition, each bond shall be on an District-approved form and shall contain the following language: "*This Bond is hereby amended so that the provisions and limitations of Section 255.05 or Sections 713.23 and 713.245, Florida Statutes, whichever are applicable, are incorporated by reference herein.*"

[Signatures on next page]

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

ATTEST:

**HERITAGE ISLE AT VIERA
COMMUNITY DEVELOPMENT DISTRICT**

Secretary / Assistant Secretary

Chairperson, Board of Supervisors

WITNESS:

By: _____

By: _____
Its: _____

Exhibit A: Proposal

EXHIBIT A



PROPOSAL FOR IRRIGATION SYSTEM

Date: 1/20/2026

RE: Heritage Isle Irrigation Overhaul Phase 1 – CDD (Common Area)

Overview – DVI to provide all labor, supervision, supplies, parts, and tools necessary to perform all work required to repair wire degradation throughout phase 3 irrigation system. To include but not limited to the following:

PLAN OF ACTION – TECHNICAL DETAILS APPROACH AND METHODS

- Call for utility locates. This process can take up to 2 weeks depending on the back log of the locate service company.
- We will need to confirm all the valves have been identified. We will open each valve box, operate valve manually and confirm the area it waters. We have identified 25 zones.
- Flag all existing valve boxes with single colored marking flags. Potential valves to operate together will use a different color flag.
- Walk the project wire path with horizontal drill operator to work out the proposed wire path. Some alterations may be made to the initial wire path depending on field variables.
- Drill crew will dig 2' x 3' pilot holes every 20' to 30' along desired wire path up to approximately 200' at a time.
- Once pilot holes are excavated, we will use a horizontal jacking missile powered by a large pull behind air compressor. It may be necessary to drive the vehicle into locations to give compressor access to pilot holes.
- The missile will be guided from pilot hole to pilot hole. Once the missile has reached the end of its length it will be removed, and a string tape will be attached and pulled back with the compressor hose.
- The string tape will be connected to 1 ¼" HDPE conduit and pulled back through the horizontal hole.
- Once the conduit is pulled through, we will fill in the pilot holes and replace any sod that was removed. We will compact the area. We are not responsible for any sod replacement.
- The conduit will start and finish inside existing zone valve boxes.
- There will be 11 road crossings. These will be performed with a horizontal drilling machine, if needed. We will drill under the roads and attach to a 1 ¼" HDPE conduit and pull it back under the roadways. Then install the wire inside the pipe.

- Generally, the drill crew can do upwards of 1,000' per day. If allowed they will work 6 days a week and can accomplish the task in approximately 15 working days. There sometimes are variables that prevent production. I would like to budget 18 working days to complete the conduit installation.
- Once the drill crew gets a substantial amount of conduit pulled, we will start pulling wire through the conduit.
- The wire crew will set up a wire rack and pull wire from valve box to valve box, leaving a 3' wire stub at each location. We expect to pull 3 to 5,000' of wire per day. This process should take 3 to 5 days.
- Once the wire has been pulled, we will bring in the decoder installation crew. They will start installing the decoders from the clock.
- We will reuse the existing ACC2 controller. We will not disconnect any existing controllers or valve decoders until the new ones are ready to come online.
- We start at the controller so that we have power as we go along to test the system and program new decoders.
- Once all decoders are installed and programmed is when we will confirm zone number, description of emitters, and label valve boxes.
- Decoder grounding will be provided every 8 to 10 decoders or 500'. The ground rods will be installed 8' perpendicular from the wire path. We will put a 10" valve box over the ground rod and label the box for future maintenance and testing.
- After all testing and labeling are completed, we will remove the old controller. Walk around the site again and confirm everything we promised has been delivered.
- We will locate, disconnect, and terminate clock 3 wire path where it enters phase 1 housing.
- Decoder installation, ground rod installation, programming, testing, and cleanup will take approximately 58 working days.
- The total project is expected to take approximately 60 working days.

SAFETY PROCEDURES

- Call for utility locates
- Notify property management when we are onsite.
- All workers will wear safety vests and eye coverings.
- We will put cones behind all vehicles and equipment.
- We will put cones out by all of our excavations until they have been covered.
- Report any incidents to the property manager.

MATERIAL AND EQUIPMENT SPECIFICATIONS

- Hunter ICD-100 Decoders - \$176.32 ea.
- Hunter 12 Gauge Jacketed ID wire - \$.99 ea.
- NDS 111BCR 10" Valve Box with Purple Lid - \$19.76 ea.
- NDS 113BCR 16" Deep Valve Box with Purple Lid - \$44.08 ea.
- 3MDBR-Y6 – Underground Wire Connectors - \$2.28 ea.
- 1 ¼" HDPE 13.5 Conduit - \$.61
- Paige Electric 8' Copper Ground Rod with 15' 6 Copper wire - \$101.84 ea.

- Hunter Solenoid - \$14.44 ea.
- ACC2 Decoder Expansion Module 75 Station – 1 – Total zones 225 - \$707.00 ea.

WARRANTY

- All material and equipment will be manufacturer warranty – 5 years
 - This does not include damage caused by others.
 - Material warranty does not include labor.
- All labor is warranted for 1 year after the date of acceptance.

COMPANY BACKGROUND

- DVI Water Management, LLC was incorporated in December of 2022
- James (Eddie) Duvall is the principal owner
- Irrigation Association Certified Irrigation Technician
- Irrigation Association Certified Irrigation Contractor
- Irrigation Association Certified Landscape Irrigation Auditor
- State of Florida Irrigation Specialty Contractor
- Embry Riddle Aeronautical University – Same type of project includes 50,000' of wire and decoder installation.



PROPOSAL FOR IRRIGATION SYSTEM

Date: 1/20/2026

RE: Heritage Isle Irrigation Overhaul Phase 1 – HIDA (Homeowner Lots)

Overview – DVI to provide all labor, supervision, supplies, parts, and tools necessary to perform all work required to repair wire degradation throughout phase 1 irrigation system. To include but not limited to the following:

PLAN OF ACTION – TECHNICAL DETAILS APPROACH AND METHODS

- Call for utility locates. This process can take up to 2 weeks depending on the back log of the locate service company.
- We will need to confirm all the valves have been identified. We will open each valve box, operate valve manually and confirm the area it waters. We have identified 215 valves.
- Flag all existing valve boxes with single colored marking flags. Potential valves to operate together will use a different color flag.
- Walk the project wire path with horizontal drill operator to work out the proposed wire path. Some alterations may be made to the initial wire path depending on field variables.
- Drill crew will dig 2' x 3' pilot holes every 20' to 30' along desired wire path up to approximately 200' at a time.
- Once pilot holes are excavated, we will use a horizontal jacking missile powered by a large pull behind air compressor. It may be necessary to drive the vehicle into locations to give compressor access to pilot holes.
- The missile will be guided from pilot hole to pilot hole. Once the missile has reached the end of its length it will be removed, and a string tape will be attached and pulled back with the compressor hose.
- The string tape will be connected to 1 ¼" HDPE conduit and pulled back through the horizontal hole.
- Once the conduit is pulled through, we will fill in the pilot holes and replace any sod that was removed. We will compact the area. We are not responsible for any sod replacement.
- The conduit will start and finish inside existing zone valve boxes.
- There will be 11 road crossings. These will be performed with a horizontal drilling machine, if needed. We will drill under the roads and attach to a 1 ¼" HDPE conduit and pull it back under the roadways. Then install the wire inside the pipe.

- Generally, the drill crew can do upwards of 1,000' per day. If allowed they will work 6 days a week and can accomplish the task in approximately 15 working days. There sometimes are variables that prevent production. I would like to budget 18 working days to complete the conduit installation.
- Once the drill crew gets a substantial amount of conduit pulled, we will start pulling wire through the conduit.
- The wire crew will set up a wire rack and pull wire from valve box to valve box, leaving a 3' wire stub at each location. We expect to pull 3 to 5,000' of wire per day. This process should take 3 to 5 days.
- Once the wire has been pulled, we will bring in the decoder installation crew. They will start installing the decoders from the clock.
- We will reuse the existing ACC2 controller. We will not disconnect any existing controllers or valve decoders until the new ones are ready to come online.
- We start at the controller so that we have power as we go along to test the system and program new decoders.
- Once all decoders are installed and programmed is when we will confirm zone number, description of emitters, and label valve boxes.
- Decoder grounding will be provided every 8 to 10 decoders or 500'. The ground rods will be installed 8' perpendicular from the wire path. We will put a 10" valve box over the ground rod and label the box for future maintenance and testing.
- After all testing and labeling are completed, we will remove the old controller. Walk around the site again and confirm everything we promised has been delivered.
- We will locate, disconnect, and terminate clock 3 wire path where it enters phase 1 housing.
- Decoder installation, ground rod installation, programming, testing, and cleanup will take approximately 58 working days.
- The total project is expected to take approximately 60 working days.

SAFETY PROCEDURES

- Call for utility locates
- Notify property management when we are onsite.
- All workers will wear safety vests and eye coverings.
- We will put cones behind all vehicles and equipment.
- We will put cones out by all of our excavations until they have been covered.
- Report any incidents to the property manager.

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WARRANTY

- All material and equipment will be manufacturer warranty – 3 years
 - This does not include damage caused by others.
 - Material warranty does not include labor.
- All labor is warranted for 1 year after the date of acceptance.

COMPANY BACKGROUND

- DVI Water Management, LLC was incorporated in December of 2022
- James (Eddie) Duvall is the principal owner
- Irrigation Association Certified Irrigation Technician
- Irrigation Association Certified Irrigation Contractor
- Irrigation Association Certified Landscape Irrigation Auditor
- State of Florida Irrigation Specialty Contractor
- Embry Riddle Aeronautical University – Same type of project includes 50,000' of wire and decoder installation.

TAB 11

Proposal #2198422



Brian Mendes

brendes@rizzetta.com
 (973) 713-7257
 17432 2nd St
 Montverde, FL 34756

Proposal # 2198422
 Proposal Date 10/28/2025
 Proposal Amount \$177,120.00
 Job Address 6800 Legacy Blvd
 Melbourne, FL 32940

CVS Restorations LLC License# CGC1526417

2295 S Hiwassee Rd #104
 Orlando, FL 32835
 Phone: (407) 232-4983

Line Items

Product / Service	Quantity	Price	Subtotal	Tax	Total
Re-Deck Bridge #1 --> 8 x 90 Demo 720 Sqft Stain Deck + Handrail Replace 10 Post of --> 4"x6"x5' PT Lumber Grade #1 Marine Treated Lumber Stringers 2"x12" Ledgers 8x8x8 Fastened with Stainless Steel Carriage Bolts Stainless Steel Screws over the Decking PVC Decking	720.00	\$50.00 / Ea	\$36,000.00	\$0.00	\$36,000.00
Re-Deck Bridge #2 --> 8 x 90 Demo 720 Sqft Stain Deck + Handrail Replace 4 Post of --> 4"x6"x5' PT Lumber Grade #1 Marine Treated Lumber Stringers 2"x12" Ledgers 8x8x8 Fastened with Stainless Steel Carriage Bolts Stainless Steel Screws over the Decking PVC Decking	720.00	\$48.00 / Ea	\$34,560.00	\$0.00	\$34,560.00
Re-Deck Bridge #3 --> 8 x 90 Demo 720 Sqft Stain Deck + Handrail Replace 4 Post of --> 4"x6"x5' PT Lumber Grade #1 Marine Treated Lumber Stringers 2"x12" Ledgers 8x8x8 Fastened with Stainless Steel Carriage Bolts Stainless Steel Screws over the Decking PVC Decking	720.00	\$48.00 / Ea	\$34,560.00	\$0.00	\$34,560.00
Re-Deck Bridge #4 --> 8 x 90 Demo 720 Sqft Stain Deck + Handrail Replace 10 Post of --> 4"x6"x5'	720.00	\$50.00 / Ea	\$36,000.00	\$0.00	\$36,000.00

PT Lumber Grade #1 Marine Treated Lumber
Stringers 2"x12"
Ledgers 8x8x8 Fastened with Stainless Steel Carriage Bolts
Stainless Steel Screws over the Decking

PVC Decking

Re-Deck Bridge #5 --> 8 x 90	720.00	\$50.00 / Ea	\$36,000.00	\$0.00	\$36,000.00
Demo 720 Sqft					

Stain Deck + Handrail

Replace 10 Post of --> 4"x6"x5'

PT Lumber Grade #1 Marine Treated Lumber
Stringers 2"x12"
Ledgers 8x8x8 Fastened with Stainless Steel Carriage Bolts
Stainless Steel Screws over the Decking

PVC Decking

Option - Aluminum Post Caps for 4x6 Post Bridge #1	60.00	\$20.00	\$1,200.00	\$0.00	---
Option - Aluminum Post Caps for 4x6 Post Bridge #2	60.00	\$20.00	\$1,200.00	\$0.00	---
Option - Aluminum Post Caps for 4x6 Post Bridge #3	60.00	\$20.00	\$1,200.00	\$0.00	---
Option - Aluminum Post Caps for 4x6 Post Bridge #4	60.00	\$20.00	\$1,200.00	\$0.00	---
Option - Aluminum Post Caps for 4x6 Post Bridge #5	60.00	\$20.00	\$1,200.00	\$0.00	---

Subtotal	\$177,120.00
Tax	\$0.00

Total	\$177,120.00
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Proposal Summary

Line Item Total	\$177,120.00
------------------------	--------------

Proposal Total	\$177,120.00
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Note

Notes

FULL DOCK/NEW CONSTRUCTION: REPAIR:

Payment#1: 20% upon Contract signing.

Payment#2: 50% on the startup date.

Payment#3: 30% Decking Install.

For cancelations, we will be collecting a 10%

In Case of final payment Delays, after 10 days of the job being done, there will be a \$200 Daily Late Fee

Failed to perform the final payment, a Mechanics Lien will be applied at 18% interest, or the Highest interest rate approved by the State of Florida.

License and Insurance in the State of Florida

We will provide engineering services; Plans will be based on an on-site survey supplied by the homeowner.

As described above, we will provide all labor, equipment, and materials to construct the project.

We warrant for a period of one (1) year from completion of the project and materials provided for the project be free from defect.

We warrant workmanship for a period of (2) years from completion of the project (Construction Defect only)

We will be responsible for all removal and disposal of excess building materials

Terms and Conditions

Excluded Items

Painting of project unless specified previously,(2) any irrigation or landscaping removal, repair or replacement.(3)Any electrical work not identified in specifications.(4) Any other state or County permit fee, if necessary.(5) Any other State permit fee, if necessary.(6)Homeowners Association permits and fees, if necessary (7)Variance permit and fees, if necessary.(8)Land lease permit and fees, if necessary. (9) Mitigation permit and fees, if necessary.(10) Any item not specifically mentioned above as being included is excluded.

Provisions

- We price our projects based on standard conditions. In the event that the property conditions are such that the materials are unable to be jetted into place, any additional cost incurred by us may be in addition to total Project Price. Such nonstandard conditions include, but are not limited to, stumps, logs, muck, and rocks. If such circumstances arise, we will earnestly seek to obtain a solution to offer proposal for a charge order to the original contract.
- We will, at various times, have building materials and equipment delivered to the project locations. Such items are typically completed with large trucks and equipment. Deliveries may cause ruts in the grass or sod and/or leakage on driveways, and other possible damage. If there are specific requirements or instructions regarding deliveries of equipment and materials, it is required that these criteria be disclosed prior in writing at the time of contract signing.
- Any work, changes, adjustments, additions, deletions or manipulations, etc. done to any system or portion of the project by anyone other than CVS Restorations, Will void the contract and warranty. The materials used in the construction process are subject to distortion over time and do not constitute a warranty claim
- We will, at various times, be stirring up silt and lake bottom matter. This material may possibly enter the intake of lake fed irrigation systems and may clog the lines and pump, we assume no responsibility for damage and request that all pumps be turned off during construction.
- All projects shall be completed in a professional manner and compliance with all applicable codes.
- During the course of the Project, the construction area shall not be entered by any person not accompanied by a company representative. The materials and equipment shall not be disrupted in any way. The construction area shall not be altered or changed and there shall be no additions or deletions. Additionally, If any person sustains any personal injury or cause any personal injury or cause property damage to the equipment or materials with or without consent, we shall not be held responsible. purchaser shall hereby indemnify, defend and hold harmless CVS Restorations, its agents, employees, and subcontractor from any claim, loss, damage or expense arising from such personal injury or property damage or expense arising from such personal injury or property damage, including attorney's fees.
- We will maintain a general set of model project plans that are used for reference and example. If one of these plans was offered as a model to the project proposed, the actual building of the specific project will be similar to the examples viewed, but may differ slightly due to such things as dimensions, materials, and building code, etc.
- We shall not be liable for any delay due to circumstances beyond its control including, but not limited to, strikes, unavailability of materials, adverse weather, accidents, any agencies that control permitting issuance and/or inspections.
- It is agreed that if either party finds it necessary to employ an Attorney to enforce any Section of this agreement, the prevailing party shall be entitled to Attorney's Fees, cost, and damages incurred from the non-prevailing party. It is also agreed that the proper venue for such legal action be in Orange County Florida.
- The above described scope of work and specifications to be included and excluded, along with the pricing and payment terms, constitute the entire agreement. No verbal directions or changes will be considered valid unless accompanied by a written change order approved by both parties to this agreement. The cost associated with the submitted change order shall be in addition to the Total Project Price. Payment for change orders shall be made upon acceptance of the change order by CVS Restorations. Change orders may require additional permitting, both environmental and building, and all associated cost will be added to the Total Project Price in the form of a written order.

Sign And Date To Accept Proposal:

Customer Signature:

Date:

Attachments:

Photo Appendix:

Photo 1

TROPICAL HARDWOODS
Rich, variegated colors with natural woodgrain texture



Amberwood



Black Walnut



Harbor Grey



Sand Castle



Golden Cypress



Driftwood Grey



Rosewood



Silver Teak



Teakwood



Weathered Ipe

COLORWATCH100™ TECHNOLOGY
Wolf Serenity Decking features a proprietary ColorWatch100 premium ASA copolyester, which helps block harmful UV rays to promote color retention — even in the dog days of summer.

Weathered Ipe

Photo 2

Transcend® Lineage®



Photo 3

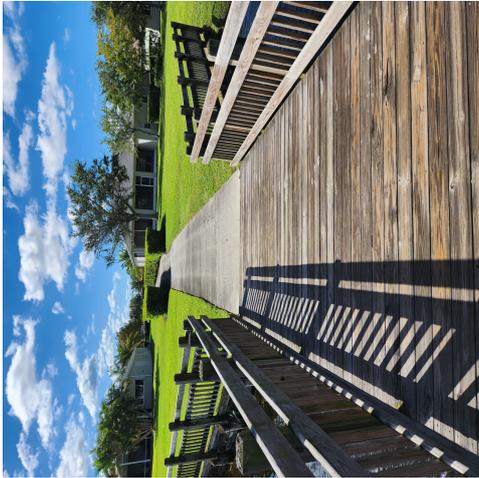


Photo 4



Photo 5

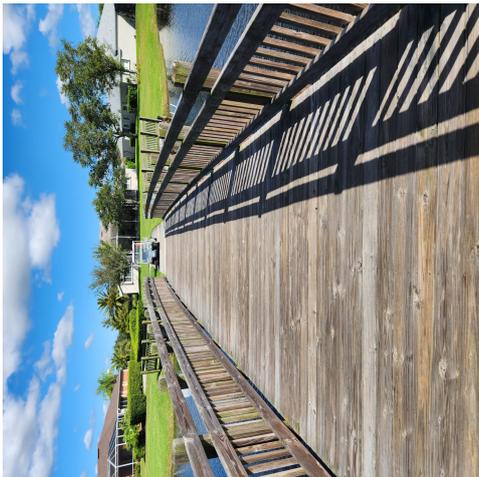
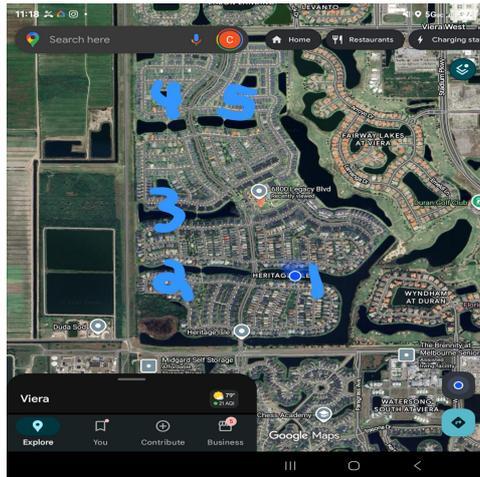


Photo 6



TAB 12

RESOLUTION 2026-01

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE HERITAGE ISLE AT VIERA COMMUNITY DEVELOPMENT DISTRICT IMPLEMENTING SECTION 190.006(3)(A)(2)(C), FLORIDA STATUTES AND INSTRUCTING 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 unincorporated Brevard County, Florida; and

WHEREAS, the Board of Supervisors of the District (“**Board**”) seeks to implement Section 190.006(3)(A)(2)(c), 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 2026 general election (“**General Election**”).

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

1. **CURRENT BOARD MEMBERS.** The Board is currently made up of the following individuals, seats and terms:

<u>Seat Number</u>	<u>Supervisor</u>	<u>Term Expiration Date</u>
1	David Francis	November 2026
2	Jon Smallegan	November 2026
3	Kenneth Walter	November 2026
4	Bob Goldstein	November 2028
5	Jo LaBrecque	November 2028

2. **GENERAL ELECTION SEATS.** Seat 1 currently held by David Francis, Seat 2 currently held by Jon Smallegan, and Seat 3 currently held by Kenneth Walter are scheduled for the General Election in November 2026. 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.

3. **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*.

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

5. **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.

6. **REQUEST TO SUPERVISOR OF ELECTIONS.** The District hereby requests the Supervisor to conduct the District's General Election. 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.

7. **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.

8. **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.

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

PASSED AND ADOPTED this 24th day of March 2026.

ATTEST:

**HERITAGE ISLE AT VIERA COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chairperson, Board of Supervisors

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 will commence at noon on June 8, 2026, and close at noon on June 12, 2026. Candidates must qualify for the office of Supervisor with the Brevard County Supervisor of Elections located at 2725 Judge Fran Jamieson Way, Building C, Suite 105, Melbourne, Florida 32940, Phone (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 three (3) seats up for election, specifically Seats 1, 2, and 3, each carrying a four-year term of office. Elections are nonpartisan and will be held at the same time as the general election on November 3, 2026, and in the manner prescribed by law for general elections.

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

[NOTE TO DISTRICT MANAGER: PUBLISH AT LEAST 2 WEEKS PRIOR TO THE START OF THE QUALIFYING PERIOD]

TAB 13

RESOLUTION 2026-02

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE HERITAGE ISLE AT VIERA COMMUNITY DEVELOPMENT DISTRICT APPROVING A PROPOSED BUDGET FOR FISCAL YEAR 2026/2027 AND SETTING A PUBLIC HEARING THEREON PURSUANT TO FLORIDA LAW; ADDRESSING TRANSMITTAL, POSTING AND PUBLICATION REQUIREMENTS; ADDRESSING SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the District Manager has heretofore prepared and submitted to the Board of Supervisors (“**Board**”) of the Heritage Isle at Viera Community Development District (“**District**”) prior to June 15, 2026, a proposed budget (“**Proposed Budget**”) for the fiscal year beginning October 1, 2026 and ending September 30, 2027 (“**Fiscal Year 2026/2027**”); and

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

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

1. **PROPOSED BUDGET APPROVED.** The Proposed Budget prepared by the District Manager for Fiscal Year 2026/2027 attached hereto as **Exhibit A** is hereby approved as the basis for conducting a public hearing to adopt said Proposed Budget.

2. **SETTING A PUBLIC HEARING.** A public hearing on said approved Proposed Budget is hereby declared and set for the following date, hour and location:

DATE: _____, 2026

HOUR: 10:30 AM

LOCATION: Heritage Isle Clubhouse
6800 Legacy Blvd.,
Melbourne, FL 32940

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

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

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

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

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

PASSED AND ADOPTED THIS 24th DAY OF MARCH, 2026.

ATTEST:

**HERITAGE ISLE AT VIERA COMMUNITY
DEVELOPMENT DISTRICT**

Secretary / Assistant Secretary

Chair/Vice Chair, Board of Supervisors

Exhibit A: Proposed Budget



Rizzetta & Company

Heritage Isle at Viera Community Development District

<https://heritageisleatvieracdd.org>

Proposed Budget for Fiscal Year 2026-2027

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Proposed Budget
Heritage Isle at Viera Community Development District
 General Fund
 Fiscal Year 2026/2027

	Chart of Accounts Classification	Actual YTD through 02/28/26	Projected Annual Totals 2025/2026	Annual Budget for 2025/2026	Projected Budget variance for 2025/2026	Budget for 2026/2027	Budget Increase (Decrease) vs 2025/2026
72							
73	TOTAL EXPENDITURES	\$ 406,782	\$ 965,855	\$ 1,054,720	\$ 88,865	\$ 1,134,124	\$ 79,404
74							
75	EXCESS OF REVENUES OVER EXPENDITURES	\$ 601,012	\$ 100,115	\$ -	\$ 100,115	\$ -	\$ -
76							

3

Comments

Heritage Isle at Viera Community Development District

Debt Service

Fiscal Year 2026/2027

Chart of Accounts Classification	Series 2013A-1	Series 2013A-2	Series 2017	Budget for 2026/2027
REVENUES				
Special Assessments				
Net Special Assessments ⁽¹⁾	\$276,451.94	\$37,613.76	\$348,398.06	\$662,463.77
TOTAL REVENUES	\$276,451.94	\$37,613.76	\$348,398.06	\$662,463.77
EXPENDITURES				
Administrative				
Debt Service Obligation	\$276,451.94	\$37,613.76	\$348,398.06	\$662,463.77
Administrative Subtotal	\$276,451.94	\$37,613.76	\$348,398.06	\$662,463.77
TOTAL EXPENDITURES	\$276,451.94	\$37,613.76	\$348,398.06	\$662,463.77
EXCESS OF REVENUES OVER EXPENDITURES	\$0.00	\$0.00	\$0.00	\$0.00

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

6.0%

GROSS ASSESSMENTS

\$704,433.52

Notes:

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

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

HERITAGE ISLE AT VIERA COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2026/2027 O&M AND DEBT SERVICE ASSESSMENT SCHEDULE

2026/2027 O&M Budget:		\$1,368,124.00	2025/2026 O&M Budget:	\$1,232,720.00
Collection Costs:	2%	\$29,109.02	2026/2027 O&M Budget:	\$1,368,124.00
Early Payment Discounts:	4%	\$58,218.04		
2026/2027 Total:		\$1,455,451.06	Total Difference:	\$135,404.00

Lot Size	Assessment Breakdown	Per Unit Annual Assessment Comparison		Proposed Increase / Decrease	
		2025/2026	2026/2027	\$	%
South					
<i>Villa</i>	Series 2013A-1/A-2 Debt Service	\$293.76	\$293.76	\$0.00	0.00%
	Operations/Maintenance	\$748.81	\$847.26	\$98.45	13.15%
	Total	\$1,042.57	\$1,141.02	\$98.45	9.44%
<i>Duplex</i>	Series 2013A-1/A-2 Debt Service	\$398.68	\$398.68	\$0.00	0.00%
	Operations/Maintenance	\$789.66	\$882.75	\$93.09	11.79%
	Total	\$1,188.34	\$1,281.43	\$93.09	7.83%
<i>Single Family 50'</i>	Series 2013A-1/A-2 Debt Service	\$482.61	\$482.61	\$0.00	0.00%
	Operations/Maintenance	\$830.51	\$918.24	\$87.73	10.56%
	Total	\$1,313.12	\$1,400.85	\$87.73	6.68%
<i>Single Family 70'</i>	Series 2013A-1/A-2 Debt Service	\$587.52	\$587.52	\$0.00	0.00%
	Operations/Maintenance	\$895.87	\$975.03	\$79.16	8.84%
	Total	\$1,483.39	\$1,562.55	\$79.16	5.34%
North					
<i>Condo</i>	Series 2017 Debt Service	\$291.54	\$291.54	\$0.00	0.00%
	Operations/Maintenance	\$748.81	\$847.26	\$98.45	13.15%
	Total	\$1,040.35	\$1,138.80	\$98.45	9.46%
<i>Villa</i>	Series 2017 Debt Service	\$291.54	\$291.54	\$0.00	0.00%
	Operations/Maintenance	\$748.81	\$847.26	\$98.45	13.15%
	Total	\$1,040.35	\$1,138.80	\$98.45	9.46%
<i>Single Family 50'</i>	Series 2017 Debt Service	\$478.96	\$478.96	\$0.00	0.00%
	Operations/Maintenance	\$830.51	\$918.24	\$87.73	10.56%
	Total	\$1,309.47	\$1,397.20	\$87.73	6.70%
<i>Single Family 60'</i>	Series 2017 Debt Service	\$541.44	\$541.44	\$0.00	0.00%
	Operations/Maintenance	\$863.19	\$946.64	\$83.45	9.67%
	Total	\$1,404.63	\$1,488.08	\$83.45	5.94%
<i>Single Family 70'</i>	Series 2017 Debt Service	\$583.09	\$583.09	\$0.00	0.00%
	Operations/Maintenance	\$895.87	\$975.03	\$79.16	8.84%
	Total	\$1,478.96	\$1,558.12	\$79.16	5.35%
<i>Clubhouse</i>	Operations/Maintenance	\$1,320.70	\$1,344.17	\$23.47	1.78%
	Total	\$1,320.70	\$1,344.17	\$23.47	1.78%

TOTAL EQUALIZED O&M BUDGET		\$1,172,624.00
COLLECTION COST @	2.0%	\$24,949.45
EARLY PAYMENT DISCOUNT @	4.0%	\$49,898.89
TOTAL EQUALIZED O&M ASSESSMENT		\$1,247,472.34

TOTAL STRATIFIED O&M BUDGET		\$195,500.00
COLLECTION COSTS @	2.0%	\$4,159.57
EARLY PAYMENT DISCOUNT @	4.0%	\$8,319.15
TOTAL STRATIFIED O&M ASSESSMENT		\$207,978.72

UNITS ASSESSED				ALLOCATION OF O&M ASSESSMENT					ALLOCATION OF STRATIFIED O&M ASSESSMENT					PER LOT ANNUAL ASSESSMENT					
LOT SIZE	O&M	SERIES 2013A-1/A-2 DEBT SERVICE ⁽¹⁾	SERIES 2017 DEBT SERVICE ⁽¹⁾	EAU FACTOR	TOTAL EAU's	% TOTAL EAU's	TOTAL BUDGET	Per Unit O&M	EAU FACTOR	TOTAL EAU's	% TOTAL EAU's	TOTAL BUDGET	Per Unit O&M	TOTAL O&M PER UNIT	SERIES 2013A-1 DEBT SERVICE ⁽²⁾	SERIES 2013A-2 DEBT SERVICE ⁽²⁾	SERIES 2017 DEBT SERVICE ⁽²⁾	TOTAL ⁽³⁾	
South																			
Villa	82	81	0	1.00	82.00	5.10%	\$63,654.47	\$776.27	0.50	41.00	2.80%	\$5,820.96	\$70.99	\$847.26	\$258.58	\$35.18	\$0.00	\$1,141.02	
Duplex	146	146	0	1.00	146.00	9.09%	\$113,336.01	\$776.27	0.75	109.50	7.47%	\$15,546.23	\$106.48	\$882.75	\$350.93	\$47.75	\$0.00	\$1,281.43	
SF 50'	371	369	0	1.00	371.00	23.09%	\$287,997.66	\$776.27	1.00	371.00	25.33%	\$52,672.61	\$141.97	\$918.24	\$424.81	\$57.80	\$0.00	\$1,400.85	
SF 70'	128	126	0	1.00	128.00	7.97%	\$99,363.07	\$776.27	1.40	179.20	12.23%	\$25,441.86	\$198.76	\$975.03	\$517.16	\$70.36	\$0.00	\$1,562.55	
North																			
Condo	120	0	119	1.00	120.00	7.47%	\$93,152.88	\$776.27	0.50	60.00	4.10%	\$8,518.48	\$70.99	\$847.26	\$0.00	\$0.00	\$291.54	\$1,138.80	
Villa	254	0	253	1.00	254.00	15.81%	\$197,173.60	\$776.27	0.50	127.00	8.67%	\$18,030.79	\$70.99	\$847.26	\$0.00	\$0.00	\$291.54	\$1,138.80	
SF 50'	227	0	227	1.00	227.00	14.13%	\$176,214.20	\$776.27	1.00	227.00	15.50%	\$32,228.25	\$141.97	\$918.24	\$0.00	\$0.00	\$478.96	\$1,397.20	
SF 60'	215	0	215	1.00	215.00	13.38%	\$166,898.91	\$776.27	1.20	258.00	17.61%	\$36,629.47	\$170.37	\$946.64	\$0.00	\$0.00	\$541.44	\$1,488.08	
SF 70'	63	0	63	1.00	63.00	3.92%	\$48,905.26	\$776.27	1.40	88.20	6.02%	\$12,522.17	\$198.76	\$975.03	\$0.00	\$0.00	\$583.09	\$1,558.12	
Clubhouse	1	0	0	1.00	1.00	0.06%	\$776.27	\$776.27	4.00	4.00	0.27%	\$567.90	\$567.90	\$1,344.17	\$0.00	\$0.00	\$0.00	\$1,344.17	
Total Community	1607	722	877		1607.00	100.00%	\$1,247,472.34			1464.90	100.00%	\$207,978.72							

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

(\$74,848.34)

(\$12,478.72)

Net Revenue to be Collected

\$1,172,624.00

\$195,500.00

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

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

⁽³⁾ Annual assessment that will appear on November 2026 Brevard County property tax bill. Amount shown includes all applicable county collection costs and early payment discounts (up to 4% if paid early).

GENERAL FUND BUDGET ACCOUNT CATEGORY DESCRIPTION

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

REVENUES:

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

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

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

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

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

EXPENDITURES – ADMINISTRATIVE:

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

Administrative Services: The District will incur expenditures for the day to today operation of District matters. These services include support for the District Management function, recording and preparation of meeting minutes, records retention and maintenance in accordance with Chapter 119, Florida Statutes, and the District's adopted Rules of Procedure, preparation and delivery of agenda, overnight deliveries, facsimiles and phone calls.

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

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

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

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

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

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

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

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

Arbitrage Rebate Calculation: The District is required to calculate the interest earned from bond proceeds each year pursuant to the Internal Revenue Code of 1986. The Rebate Analyst is required to verify that the District has not received earnings higher than the yield of the bonds.

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

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

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

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

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

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

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

EXPENDITURES - FIELD OPERATIONS:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

RESERVE FUND BUDGET ACCOUNT CATEGORY DESCRIPTION

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

REVENUES:

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

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

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

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

EXPENDITURES:

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

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

DEBT SERVICE FUND BUDGET
ACCOUNT CATEGORY DESCRIPTION

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

REVENUES:

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

EXPENDITURES – ADMINISTRATIVE:

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

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