

**THE VIERA EAST COMMUNITY DEVELOPMENT DISTRICT**

**RULES OF PROCEDURE**

**CHAPTER IV**

**RATES, FEES AND CHARGES FOR VIERA EAST GOLF CLUB**

SECTION 1 PURPOSE: The purpose of this document is to establish rates, fees and charges governing the use of the Viera East Golf Club (VEGC or Golf Club). Golf Club Management when referred to includes the General Manager, Golf Professional, Food and Beverage Manager, and their designated staff.

SECTION 2 RATES FEES AND CHARGES SCHEDULE:

- (a) The ranges of rates, fees and charges governing use of the Golf Club, as shown in Attachment "A", are hereby established as being in the best fiscal interest of the District. These rates, fees and charges will allow the District to recover the costs incurred in the operation of the Golf Club.
- (b) Except as otherwise provided in Section 3, rates, fees and charges in effect from time to time shall not exceed the bounds of the minimums and maximums shown on Attachment "A". Rates, fees and charges shall be reviewed and re-established at least annually by the Board of Supervisors at a public hearing held after at least 10 days published notice.

(c) The Board shall consider the following criteria in establishing the rates, fees and charges to be imposed under subsection (b):

- 1) the operating and maintenance expenses of the Golf Club including cost of employee salaries and benefits, contractual commitments with maintenance or other service providers, maintenance and repair of buildings, equipment, facilities and structures, utility expenses, proposed additions or improvements to the Golf Club, reserves for replacement, and legal, administrative and insurance costs incurred or projected to incur;
- 2) The past and projected market share of the Golf Club in relation to competing courses; and
- 3) Past and projected numbers of golf rounds played at the Golf Club;
- 4) Past and projected league and tournament activity;
- 5) CDD resident comments and suggestions.

(d) The establishment of rates, fees and charges within these ranges must be accompanied by a finding that the aggregate revenues from the course are expected to be at least sufficient to meet the aggregate costs of the Golf Club.

SECTION 3 PROMOTIONAL RATES:

(a) The District hereby finds that the Golf Club provides important recreational facilities and opportunities, serves the public interest, is a benefit to the District and its landowners, and promotes the public health, safety and welfare. The Golf Club operates in a competitive economic environment which requires the ability to timely respond to changes in weather, the economy, the costs of its services and facilities and other factors affecting play at the Golf Club. For all these reasons, it is necessary and in the best interests of the District, its landowners and residents that the Golf Club be in a position to respond quickly to its changing physical and economic environment to ensure sufficient revenues to enable the Golf Club to continue to operate in a fiscally sound and prudent manner and to provide recreational opportunities by establishing and offering from time to time Promotional Rates.

(b) Promotional Rates are defined as those rates, fees and charges for play at the Golf Club offered by the District in accordance with the procedure detailed in this section that:

1. Are specifically designed and promoted to enhance the ability to earn additional revenues and allow the economic, fiscally prudent, and efficient operation of the Golf Club;

2. Are in effect for a limited period of time, such that the initial period does not exceed 90 days; and

3. Are expected to generate additional revenues over and above those which the Golf Club reasonably expects to receive for the period in which the Promotional Rates are in effect.

(c) The Board of Supervisors hereby establishes as necessary and in the best interest of the District Promotional Rates as follows:

1. The District may offer Promotional Rates which are no less than fifty-percent of the minimum and no greater than fifty-percent of the maximum of the range of rates established in Attachment A hereto. Such Promotional Rates may be designed and placed into effect by the Golf Club Management, who shall first in writing (i) describe such Promotional Rates, (ii) state the length of time during which such Promotional Rates shall be in effect which shall in no case be longer than 90 days, except as provided below, and (iii) make a determination that the revenues expected from any such specific Promotional Rates during the period when implemented will be greater than the revenues expected were the Promotional Rates not implemented during that period and estimate same. The Golf Club Management shall place a copy of these written determinations in the District files and transmit a copy to

the District Manager's office prior to the implementation of the Promotional Rates.

2. All Promotional Rates shall be brought before the Board at the next regularly scheduled meeting for ratification and approval. Promotional Rates not ratified and approved shall be discontinued within seven (7) days after the date of the Board meeting. Each such Promotional Rate shall not be in effect longer than 90 days in a 12 month period unless prior to the expiration of the 90 day period the Board re-affirms its intention to continue to offer such Promotional Rate for an additional period not to exceed 90 days on the basis that the revenues expected from the continuation of any such Promotional Rate will be greater than the revenues expected were the Promotional Rates not continued.

SECTION 4 RESIDENT STATUS:

For purposes of the foregoing rates a resident shall be defined in conjunction with the payment of a one time recreation fee of \$750.00 as follows:

- (a) any person owning property within the District on which the one time recreation fee of \$750.00 has been paid, and all

permanent residents of the household shall be considered residents for purposes of the attached Golf Club rates, fees and charges; or

- (b) any person not residing within the District who has personally paid a one time fee of \$750.00, and persons permanently residing within the same household, shall be considered a resident for purposes of the attached daily rates, fees and charges (exclusive of Membership Golf Cards, not to include those with resident status prior January 25, 2001), and such resident status shall be personal to said individual and other permanent residents of the same household, and shall not be transferable, alienable, devisable or inheritable. From year to year a surcharge may be added to such established residents Membership fees in order to strike a fairer balance between residents paying annual District assessments and those that do not. The surcharge will not exceed the current year's Non-Ad valorem assessment associated with the Golf Course; or
- (c) any person or corporate or business entity owning nonresidential property within the District on which the \$750 recreational fee shall have been paid shall be considered a resident for purposes of the attached rates, fees and charges; or

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- (d) any owner, and other permanent resident of property within the District, for which the \$750.00 recreational fee has been paid, who leases such property to another person or entity may be considered a resident during the term of the lease; however, the resident status of the owner may be transferred to the tenant for the term of the lease at the option of the owner, and shall revert to the owner at the expiration of said term.
- (e) The District may require sufficient proof of resident status from those persons seeking to utilize Club facilities at the resident rates.

SECTION 5 LEASEHOLDERS:

- (a) Persons permanently residing in residential property in the District, for which the one time \$750.00 fee has been paid, under a leasehold interest of any kind, nature or term, may hold the resident status of the owner of the property during the term of the lease. The resident status shall revert to the owner of the property at the expiration of the lease. The owner may transfer resident status to his/her tenant(s) by notifying the Golf Club Management in writing of such a transfer pursuant to a lease and the term of the transfer. If no such transfer is made in accordance with the above

procedures, the tenant will not be considered a resident for purposes of the Golf Club rates, fees and charges.

- (b) Commercial or business entities having their place of business or any office for the conducting of business on property within the District, for which the \$750.00 fee has been paid, under a leasehold interest of any kind, nature or term may hold all or a portion of the resident status of the owner of the property for the term of the lease. Upon expiration of the lease, the resident status shall revert to the owner of the property within the District. The owner may transfer resident status to his/her tenant(s) by notifying the Golf Club Management in writing of such a transfer pursuant to a lease and the term of the transfer.

SECTION 6 SEASONS:                    See Attachment "A"

SECTION 7 GOLF CARTS:

All electric golf cart charges are per person riding in the cart, regardless of whether each rider plays golf. Electric golf cart usage shall be mandatory on all weekends (Friday, Saturday and Sunday and Holidays) and before 2:00 p.m. on weekdays. Unless permission is granted by the Golf Professional for group tournament

play that must walk. Golfers may use their own walking pull carts when walking is allowed.

SECTION 8 TRAIL FEES:

The trail fees are an annual fee, 6 month fee, or 4 month fee which may be paid by those persons desiring to utilize their own electric cart while playing the course. Payment of the trail fee entitles the payee to use his or her own electric golf cart for the day or an established period from the date of the payment of the fee. CDD and Non-CDD [Membership](#) customers are entitled to purchase trail fees at board approved rates, [provided space is available](#). Payment of surcharges may be required, if any are applicable. This trail fee rule does not have any effect on the price of tournament play.

All riders in the cart must pay the regular electric cart fee except the individual having paid the trail fee and all persons permanently residing within the household included on the Trail Fee.

SECTION 9 TEE TIME RESERVATIONS:

Except as provided for in Section 16 and 17 of these rules, tee times may not be reserved more than 10 days in advance of play for residents and 8 days in advance for non-residents excluding blocked tee-times. Between the hours of 7 AM and 12 PM on Mondays,

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Tuesdays and Fridays, tee times are set aside to accommodate Membership, CDD Resident play, Membership and for general public daily fee play. (See Table 1. Attachment "A"). Prior to 12:00 A.M., on the referenced days, Membership, CDD Residents may reserve up to 4 tee times for group play as indicated by the tee sheet. Membership, Membership, CDD Residents may reserve up to 2 times on Saturdays, Sundays and Holidays. Tee time reservations rules shall not apply to league or tournament play. At the discretion of Golf Club Management, the Monday, Tuesday, and Friday tee sheets may be modified on occasion to accommodate unusual circumstances. Such tee sheet changes must be voted on and approved by the District Board of Supervisors if the changes are intended to be permanent. Temporary changes require written concurrence from a majority of the board.

**SECTION 10 JUNIOR PLAY:**

The junior golf rates apply to golfers between the ages of 8 and 16 inclusive, or a student in high school even if older than 16 with appropriate student identification from the golfer's academic institution. Persons aged 16 and under may only receive this rate, as shown in Attachment "A", when accompanied by a responsible adult during the specified time of play. The responsible adult must

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accompany the junior golfer during play on the course, at the discretion of the Golf Club Management.

SECTION 11 MEMBERSHIP AND GREEN FEE GOLF CARDS:

Membership and Green Fee Golf Card sales are under the supervision of the General Manager. Membership fees are valid through the designated pre-paid period between 4, 6 and 12 months from the date of purchase or time period specified in the agreement. Membership golf plans are non-transferable and may only be used by the person named in the plan agreement. Membership fees may include electric cart fees and food and beverage fees. Green Fee Golf Cards will not be used to pay surcharge fees. Membership golf plans and Green Fee Golf Cards are not valid for tournament play unless sponsored by Golf Club Management. Green Fee Golf Cards are non-refundable, but may be transferred/sold to other CDD Residents upon notification and approval by the Golf Club Management.

SECTION 12 DEFINITIONS:

(1) Membership-Family Plans:

Two adults permanently residing in the same household who obtain advance Membership status.

(2) Membership-Single Plans:

One adult utilizing advance Membership status.

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(3) Minor(s):

Unmarried children who are age 23 and under and who are living at home, attending school on a full-time basis or serving in the armed forces.

(4) In District:

Resident in Viera East Community Development District.

(5) Out of District:

Resident outside of Viera East Community Development District.

SECTION 13 PLATINUM AND GOLF MEMBERSHIP PLANS:

Effective October 1, 2015, The District will offer an annual Platinum Membership for 7-day access, and a Gold Membership for Weekday Access (Monday – Friday, excluding Holidays). The 12-month, 6-month, and 4-month Platinum, and Gold Membership Plans will be payable, in full, and will expire, 12, 6, or 4 months from the date payment is made, depending on the plan purchased. Gold Membership plan holders wishing to play on the weekends or holiday must pay the prevailing public rate, or prevailing CDD rate for golf if a CDD resident.

Only 100 memberships will be made available annually, in the following manner: 60 Family/40 Single Annual Platinum Memberships by CDD Residents. If not filled, Non CDD Residents may fill the balance with Annual Platinum Memberships. If not filled, CDD residents may fill the balance with Annual Gold Memberships. If not filled, Non CDD Residents may fill the balance with Annual Gold Memberships. If not filled, CDD residents may fill the balance with 6-month Platinum Memberships. If not filled, Non CDD residents may fill the balance with 6-month Platinum Memberships. If not filled, CDD Residents may fill the balance with 6-month Gold Memberships. If not filled, Non CDD Residents may fill the balance with 6-month Gold Memberships. If not filled, CDD residents may fill the balance with 4-month Platinum

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Memberships, if not filled, Non CDD residents may fill the balance with 4-month Platinum Memberships. If not filled, CDD Residents may fill the balance with 4-month Gold Memberships. If not filled, Non CDD Residents may fill the balance with 4-month Gold Memberships.

Membership plans are not assignable, transferable, alienable or divisible. Extensions of Plans will not be allowed. Four month and six month Membership plans purchased on or before October 1 may be converted to annual plans with the payment of a nominal administrative fee, on a space available basis. Annual Platinum and Gold Membership Plans may break their annual fee into 2 payments in the following manner: 60% due at purchase (no cash discount) and a \$99. Administrative fee. The 40% balance will be due 4-months from date of original purchase. Plan holders will be obligated to make the 2<sup>nd</sup> payment.

SECTION 18      DISCOUNT BOOKS:

The Board of Supervisors may authorize the Golf Club Manager to participate in discount coupon books offered by various organizations. Participation in such a program must be supported by a Board finding that the revenues generated by participation are expected to be greater than the revenues generated in the absence of such participation. Under this provision, frequent player discount cards may be issued to encourage consistent and frequent golf by non-Membership customers (This does not apply to Green Fee Golf Cards).

SECTION 19      TOURNAMENT PLAY:

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Tournaments, including course buyout, may not be scheduled more than one (1) year prior to the desired date. The tournament fees imposed include the cost of mandatory electric cart usage. Except for Club sponsored tournaments, no more than one (1) tournament per organization per twelve (12) month period may be scheduled and played. The scheduling of tournament play is subject to availability and is in the sole discretion of the Golf Club Management after consideration is given to such factors as season, level of play expected, and other relevant golf course operational considerations. A deposit equal to (ten) 10% of the total tournament fee may be required in advance of the scheduled tournament, in the discretion of the Golf Club Management.

Membership cards are not valid for tournament play unless sponsored by Golf Club Management. Tee time reservation rules shall not apply to tournament play to include course buyout.

SECTION 20 LEAGUE PLAY:

The Viera East Golf Club may be available for league play after 3 P.M. in the discretion of the Golf Club Management, who shall be responsible for league scheduling. In scheduling such leagues, the Golf Club Management shall consider such factors as season, level of play expected, and other relevant golf course operational considerations. Leagues may be scheduled no sooner than twelve (12)

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months prior to league play beginning and for a duration of no longer than twelve (12) months. [Membership](#) cards are not valid for league play unless sponsored by Golf Club Management. Tee time reservation rules shall not apply to league play.

SECTION 21 HOTEL AND TOUR GROUP PLAY:

The Viera East Golf Club may enter into contracts with persons or organizations owning and/or operating hotels or tour groups to accept bulk tee time reservations, for groups of two (2) to seventy-two (72). All play pursuant to this subsection shall be at the designated Hotel and Tour Group Rate as indicated on Attachment A. Such reservations may be made up to six (6) months in advance of play; however, these reservations must be confirmed at least seven (7) days prior to actual play or be subject to cancellation.

Section 22 ONLINE RESERVATION:

The Viera East Golf Club may enter into contracts with persons or organizations owning and or operating internet based tee time reservation programs to allow online registration of tee times for groups of two (2) to seventy two (72) players. All play pursuant to this section shall be at the established Online Tee Time Rates set forth in the District's rate schedule, and advertised online. [Membership](#) cards are not valid for tee times reserved online. Such reservations may be made up to six months in advance. All

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reservations made online may require a credit card number to hold the reservation. A player's credit card will be billed for the amount of the Established Online Tee Time Rate for the season in which play will occur regardless of the date the reservation is made. Charges will be assessed on the date of play. (For example, if a December tee time is booked in August, then the player will be charged the established Winter Online Tee Time Rate, and the charge will be processed on the date of play.)

Groups of twenty (20) or more will require seven (7) day notice of cancellation. Groups of less than twenty (20) will require 48 hours notice of cancellation. If proper notice is not given the player's credit card will be charged at the time of cancellation an amount equal to the established Online Tee Time Rate for the season in which play was reserved.

SECTION 23 USE OF MAY AND SHALL:

The use of the word may in these rules shall connote permissive action and the use of the word shall connotes mandatory action.

SECTION 24 EFFECTIVE DATE:

This rule shall be effective as of November 1, 1993.

History: Section 6 revised June 9, 1994; Section 8 revised January 25, 1994, September 28, 1994; Section 15 added September 28, 1994;

Section 3 revised September, 1995; Sections 8 and 12 amended on August 26, 1998. Section 9 amended and Section 17 added on May 24, 2000. Section 4 amended January 25, 2001. Sections 1, 3, 4, 5, 6, 7, 8, 10, 11, 12, 13, 14, 15, 16 and 17 revised July 25, 2001. Sections 4, 5, 8, 11 12 and 13-21 revised September 25, 2002. Sections 7, 8 and 14 revised September 24, 2003. Section 8 revised August 25, 2004. Sections 1, 4, 9, 11-14, 16-17 and 19 revised August 23, 2006. Sections 1-6 and 8-21 revised September 12, 2007. Sections 4(b), 8, 9 and 15 revised August 27, 2008. Sections 9, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, and 24 revised [Date] Sections 4, 8, 9, 10, 11, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, and 25 were revised August 25, 2010. Sections 9, 11, 13, 14, 15, 16, 17, 18, 19, 20, 21, and 22 were revised August 25, 2011. Sections 1, 2, 4, 8, 9, 11, 12, 13, 14, 15, 16, 17 and 21 were revised August 22, 2012. [Sections 9 and 14 were revised on August 29, 2013.](#) [Sections 4, 9, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 22 were revised August 27, 2015](#)

Specific Authority: Chapter 190.035, 120.54, Florida Statutes

Law Implemented: Chapter 190.011, 190.012, 190.035, Florida Statutes