

MINUTES OF MEETING
VIERA EAST
COMMUNITY DEVELOPMENT DISTRICT

The regular meeting of the Board of Supervisors of the Viera East Community Development District was held on Wednesday, August 26, 2020 at 2:00 p.m. at Faith Lutheran Church in the Multi-Purpose Room, 5550 Faith Drive, Viera, Florida.

Present and constituting a quorum were:

David Bedwell (<i>via phone</i>)	Vice Chairman
William 'Bill' Oakley	Secretary
Jo Walsh	Treasurer
Melinda Thomsen	Assistant Secretary

Also present were:

Jason Showe	District Manager
Tim Melloh	General Manager
Peter Armans	Dewberry Engineers
Residents	

FIRST ORDER OF BUSINESS

Roll Call

Mr. Showe called the meeting to order at 2:00 p.m. All Supervisors were present with the exception of Mr. McCarthy.

SECOND ORDER OF BUSINESS

Public Comment Period

Mr. Showe: Please state your name and address for the record and keep your comments to three minutes. Are there any public comments?

Tony Volpe, IRCC: At the last meeting, I talked about the doggie park. I just want to make it clear that I am not against it. Based on my experience, knowledge and education, the things I share with you are things you need to be aware of when you take on a project. It's much deeper than that and I can help you if you choose to. I would be glad to at any time. So, I want to make sure that you are clear that I am not against it. Also, I want to share with you, today you are going to start talking about the restaurant. I don't know the details about it, but I suggest that you look at that very closely. This is a business evaluation that I'm experienced with as well and I

will go deeper into the revenue being gained there in helping you make a decision about what's best for the community. Again, this is only input. It's not criticism. I mean no disrespect to anybody. I'm just sharing with you my knowledge. So, if you need help with that, I would be glad to. I'm offering to volunteer, as I said before on whatever I can help with, except taking minutes.

Ms. Walsh: You don't want to transcribe.

Mr. Volpe: Thank you very much.

Mr. Showe: Thank you. Are there any other public comments? Hearing none,

THIRD ORDER OF BUSINESS

Approval of Minutes of the July 14, 2020 and July 22, 2020 Meetings

Mr. Showe: The minutes of the July 14, 2020 and July 22, 2020 meetings are in the agenda package. We had a District form get caught in our copy machine at the end of your July 14th minutes. Those will be removed from the signature file. That is for another District, not ours. We received a few comments and those have been incorporated into the final signature versions. We can take any other changes at this time or a motion to approve those minutes as amended.

On MOTION by Ms. Walsh seconded by Ms. Thomsen with all in favor the Minutes of the July 14, 2020 and July 22, 2020 Meetings were approved as amended.

FOURTH ORDER OF BUSINESS

Consideration of Selecting #1 Ranked Bulkhead Bidder

Mr. Showe: We have Peter here. We provided the memo from Peter on his evaluation of the bid. Peter, do you want to go through that quickly?

Mr. Armans: Yes. We had a public bid opening. Initially we had three interested contractors that came to the mandatory pre-bid meeting.

Mr. Oakley: How many bid requests did we actually send out, Peter, and how many people did we contact? I know three were here, but how many did we contact?

Mr. Armans: If I recall, I had at least 11 on the list. Three came to the mandatory pre-bid meeting. All of them seemed interested in the project. We followed up with them to try to engage as much interest as possible. We did only get one bid at the public bid opening at the office. It was definitely higher than what we expected based on some factors. This is a busy season for all

of the contractors, specifically the combination of the bulkhead work and the golf course work, which requires two different contractors working together. A couple of them would not have been able to start for several months. That was one of the reasons why only three showed up, because the others would not be able to start until February. We communicated back and forth since we got the bid with the contractors to be sure that the price is fair. I reviewed the package and they are a very well qualified contractor. They build golf courses throughout the State and other countries as well. So, they are definitely qualified. They do high quality work. They are able to start with a timeline that the golf course needs them to start and finish. So, they are a responsive bidder, a qualified bidder. If there is the potential for any savings, they would have offered that, but at this point, we are recommending the alternate price, which includes the stainless steel hardware. The benefit we would get from that, outweighs the difference in cost.

Mr. Melloh: I put a couple of pictures in your agenda package of what you expect to see from the finished product from other projects they have been working on.

Mr. Showe: I guess we can open it up for Board discussion. You have a couple of options. There is an option to reject all bids and you can start the process over. Based on Peter's research, we don't know that is going to yield any savings or any additional bids at this point. It wasn't an issue where the scope was too complicated. It just seemed like there were time issues and vendors couldn't be responsive to get the project done in sufficient time for the District's needs. The other option you have is you could award the contract to Landirr. Obviously, the District Engineer is recommending the alternate bid. Tim and I talked. It's higher than our original estimates in the bonds, but I think Tim identified some savings or some other areas we can take that additional money from.

Mr. Melloh: Right. To increase the bulkhead allotment, I'm proposing that we take money away from the Clubhouse renovation. We had \$580,000 and we reduced it down to \$238,000. The restrooms in the original design, we were going to make them larger in the cart barn. We are not going to be able to do that because that was part of a larger project where we were going to enclose the breezeway and there was going to be some engineering. To do that would cost way more than the \$580,000 we set aside. We can still retile the restrooms, add new fixtures and repaint them and make them new. We would use the same footprint and still remodel the pro shop with carpeting, putting in new display fixtures and a new counter. For \$238,000, we should be able to accomplish that and be able to move the excess funds into the

bulkheads. There's nothing more important, other than the irrigation system. That's not only a health and safety issue for the golfers, but if the bulkheads actually collapsed, it would cause a tremendous amount of problems to rebuild the green and the bulkhead. We are being as proactive as we can so we don't run into issue like that. I think this is how we will approach a lot of our projects. In the beginning, we tried to bid it the best that we could, but as Peter said, there is a lot more to this. One of the things that is really difficult is the bulkheads and their proximity to the greens and the fact that we told people that they cannot run on the top of the greens or cannot destroy the greens. They have to work around that, so there is a lot more expense on their part. They also have to work around with the COVID virus. At the end of the day, when you look at it, you can see that this is a good price. This company is very solid and they have done work for us before. So, I personally recommend we accept their bid.

Mr. Armans: To piggyback on that, this price is a lump sum amount, which means that we shouldn't have any surprises. Whatever it takes to get the project done is for that price. It will not go up and down or fluctuate. They just need to get the work done. They need to restore everything to its original condition or better. I think this contractor understands the culture of this golf course and what it needs to look like. They incorporated that into their price. So, we definitely expect a good quality product for a firm price. If not, we may be able to find opportunities here and there for savings, but we are not sure that will happen, due to the complexity of the project. The access is difficult. COVID has made it difficult because the contractors are not local so they are going to have to stay here for the entire duration. If we were to postpone the project and you have a safety issue, the cost of having the contractor come in an emergency is very high and could offset any savings you could potentially expect. That's why our recommendation is to move forward.

Ms. Thomsen: Thank you.

Mr. Oakley: I have a question, Peter, and I don't know if you can answer it or not. They requested 2 feet up to 3 feet on the offset of the wall versus the old wall. That's going to require 30% more fill, at a cost that we would incur. Is there any way that we can save any money by leaving the top part of the old wall instead of cutting the top part of the old wall off, or is that going to impede the flow, because it gives the guys more room to set the sprinklers? Is there any way that we can incur any extra savings by doing that?

Mr. Armans: The sprinkler system is another question, but as far as the wall it'self, we had up to 2 feet in our design and there was a contractor that came back and said, those who came to the pre-bid said they needed at least 3 feet because of their drilling equipment that will drill the pipes. Again, because it is a lump sum project, whether it's 2 feet or 3 feet, we are still going to pay the same price. They are still going to get the work done. So, from their perspective, if they can make it 2 feet, they will, because it saves them more excavation to fill behind.

Mr. Oakley: So, we are paying 30% more for fill and giving them the option of whether they are going to use it or not. Do you see what I'm saying?

Mr. Armans: Well, we are really not paying anything more.

Mr. Oakley: No, we are not paying more.

Mr. Armans: Every contractor that bids on a lump sum project will always assume the worst, so they don't have to come back and ask for more money. So even if we were to go to tell them that we want to make it 2 feet, I don't expect them to change their price because their drilling equipment will be up to 3 feet.

Mr. Oakley: Right. Thank you.

Mr. Showe: Are there any other questions from the Board? If you are inclined to move forward with the Engineer's recommendation, I think what we need to recommend is a motion to go ahead and select Landirr as the number one ranked vendor. The contract for the most part, has been put together. That was part of the contract bid, so we would have the Board approve Landirr as the number one ranked vendor and delegate authority to the Chair to execute that contract upon completion and execution from the vendor.

On MOTION by Ms. Thomsen seconded by Ms. Walsh with all in favor selecting Landirr as the number one ranked vendor for the bulkhead project and delegating authority to the Chair was approved.

FIFTH ORDER OF BUSINESS

Consideration of Small Project Amendment with Landirr for Regarding and Sod Repair

Mr. Showe: This is one of the items that Tim talked about at the last workshop, which is some re-grading and sod repair for Landirr.

Mr. Melloh: We talked about this item at the workshop on Hole #2 in front of the green. The bid was \$7,900.

Mr. Showe: It is \$7,862.40.

Mr. Melloh: They are going to remove the sod, re-grade and put in new sod from Pike Creek Turf, which we have determined to be the best sod for the golf course.

Mr. Oakley: Can you do anything with the underlying dirt or are we going to take test samples to see what it is?

Mr. Melloh: Yes. We will take a look at it and take a strip off. Of course, we are going with pre-plant material as well. Again, we talked about it at the workshop. So, we just need approval.

Mr. Showe: Just for the Board's information, the only difference between now and what you saw at the workshop, is we drafted a Small Project Agreement that provides the District with warranty terms as well as some protections legally. It also attaches a map of the project. So, it's not just a proposal. We feel like it's in good form. If the Board is amenable, we need a motion to approve that Small Project Agreement.

On MOTION by Mr. Oakley seconded by Ms. Thomsen with all in favor the Small Project Amendment with Landirr for re-grading and sod repair in the amount of \$7,862.40 was approved.
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SIXTH ORDER OF BUSINESS

Approval of Disclosure of Public Financing

Mr. Showe stated this is a required document. Obviously with the issuance of the Series 2020 bonds, that's the only change from the one you currently have. This is a requirement for all Districts. What happens is we record this with the Clerk of the Court. It gets attached to every parcel ID within the CDD. So, if anyone purchases property or pull a title search, this document should pull up with it. It's also posted on your website. It informs folks about all of the duties and responsibilities pertaining to the properties within the Viera East CDD. It is as of a certain date. This is in the document that changes very often, but when you add new data or make changes to your data, you are required to file a new form. All this is, is an update, recognizing the Series 2020 bonds. If the Board is amenable, we would like to have a motion to approve the Disclosure of Public Financing Report.

On MOTION by Ms. Walsh seconded by Ms. Thomsen with all in favor the Disclosure of Public Financing Report was approved.

SEVENTH ORDER OF BUSINESS

Discussion of Divots Grille Lease Agreement

Mr. Showe: At the front of the document, we have some bullet points from Tim. These are general terms that Tim recommended as part of any new agreement with Divots Grille. Behind that, we drafted a Lease Agreement that is in line with these terms. Today, I think we wanted the Board to have some general discussion on these terms and any others that you would like to see. Then we can finalize that contract and bring it back for either ratification or approval by the Board at our next meeting.

Mr. Melloh: If you would like, I can go over the points. Basically, when we did the lease in 2015, the original term was three years, plus two one-year renewals. We would have that in there. We get a security deposit of \$2,000. We are proposing in years 1, 2 and 3 that the monthly rent would be 10% of the gross sales, which was previously 8%. So, we got a 2% increase there. In years 4 and 5, it would be 12%, which previously was 10%. So, we had a 2% increase. The monthly rent is the same as it is now, includes electricity and water costs. Only because we are not able to meter those things separately, but she pays the gas bill, so we feel like that is a good trade. She agreed to pay \$355 per month lease on the beverage cart, which currently she does not pay. She also agrees to pay the \$95.85 for a dish machine lease. Those two things are leased by us. Previously, we did not include those in the lease and now we are and she is going to pay for those. She agrees to maintain, repair and replace restaurant equipment. She will obtain all licenses including the liquor license, which she currently has. She will provide other insurances including liability, so on and so forth. It is similar in nature to what we had before. A few things were increased and it will take some of the expenses that we have been paying and pass it along to her. This is just for discussion, not for making a final decision today. She would like to be here, maybe the workshop, to discuss any further items that you may have. Then the Board will vote on it at the September Board meeting. Again, we just wanted to get the ball rolling. If you have any questions, right now or any further analysis, we can get that between now and the workshop.

Ms. Thomsen: So, the idea is that she pays \$355, which is extra income that we haven't had before.

Mr. Melloh: Exactly. We were providing for the equipment and now we are going to allow her to provide her own equipment.

Ms. Thomsen: How does that impact her income off of the cart? Obviously, the dish machine is not income producing, but the cart obviously is.

Mr. Melloh: I mean, it's just an expense to her. She would run the beverage cart out onto the golf course. If that is what she wants. In the wintertime when there are a lot of people and a lot more visitors and a lot more snowbirds, she runs it more frequently than in the summertime.

Mr. Oakley: She comes as part of the income of the restaurant. Right?

Mr. Melloh: Yes. It's part of the restaurant. Again, we get 10% of that.

Ms. Thomsen: That's what I was thinking.

Mr. Melloh: Anytime she does a party, sales and what have you, that's 10% back to us.

Ms. Walsh: Good.

Mr. Oakley: There are a couple of things that I want to review, just for general discussion. I think we should have in there a base rent on our restaurant and that would be included in the 10%, but it would be base rent that she would be obligated to pay every single month. An easy way to figure that out is to look at what our previous rents were over the last three years. The minimum amount that she paid would be our base rent. So, she would have to meet that obligation the first of the month. When you get into the percentage of leases, that's kind of a proverbial rolling ball. It can roll on our side and it can roll on their side. If they decide for some reason their business tanks and we get little income out of it, they are going to pay at least the minimum rent. That is what I want to see in there and a few other things that I discussed with Jason. It's not part of the lease, but it's in the lease that some of the other terminology in the final pages needs to be looked at. I didn't really look at it. I went over it quickly, so there are a few points that I would like to bring up and hash over.

Mr. Melloh: There are plenty of references as we move forward here. We track what money she gives us. We audit her books to make sure that she is giving us the right amount of money, but for a point of reference, that restaurant grosses anywhere from \$200,000 to \$230,000. That goes back to the time when it was self-operated by the CDD. It is not a restaurant that grosses \$1 million a year. So, we are not talking about the potential for a great amount of money.

When the CDD subbed it out, it lost money, so for us to produce any kind of income from this is far better than what the CDD did prior to this lease.

Ms. Thomsen: It's a much better deal.

Mr. Melloh: I think that this lease brings quite a bit of value to the CDD. I think there are some things that I talked her about maybe doing a survey of the people that use the restaurant to see what they like, menu items, the appearance of the grille, the types of things she can incorporate in there. We have to also realize that we can't really dictate to her exactly what she can and can't do, but we can make suggestions for menu items and things like that. So quiet enjoyment is what the lessee is entitled to, but not interference with us. We can't go in there and say, "Can you put a Cuban sandwich on the menu." We can't tell her to do that.

Mr. Oakley: Is she currently paying 8%?

Mr. Melloh: No, it's currently 10% because we are in year five, but the initial three-year term was 8%.

Mr. Oakley: So, the new 10% she is paying is the same thing she is currently paying now.

Mr. Melloh: Right. Then when we get into years 4 and 5, it will be 12%. Basically, everything is up 2% from where it was.

Mr. Showe: With the addition of the beverage cart lease and the dish machine, that produces an additional \$5,400 for the District that wasn't there before.

Ms. Walsh: Over the years of being on the Board, that restaurant has been a bane to the golf course because depending on who was running it and how they ran it and all of the problems that came with it, it was such a huge headache and we lost so much money on it. Have we had any interest? Has anybody from the outside world come and say, "Hey, we are interested in that space?" Has anybody approached us?

Mr. Melloh: No.

Ms. Walsh: It's a niche kind of thing.

Mr. Melloh: You wouldn't open a restaurant if the golf course didn't exist.

Ms. Walsh: Right.

Mr. Melloh: It's like you are on a highway with signage.

Ms. Walsh: Right.

Mr. Melloh: I will point out to you that it's like Beef O'Bradys, which is in a plaza at the intersection of two major roads. It's not like the we have seen in the other plaza where Publix is,

which started off being Cheers and then it was something else. These people have the luxury of being on two major roads; Murrell Road and Barnes Boulevard and they still can't make the business work.

Ms. Walsh: Nobody is clamoring. She has definitely given us money over the years, which is nice as opposed to us pulling it out of the budget every year.

Mr. Melloh: She has been a good partner. When we signed the lease with her in 2015/2016, we went into a renovation, causing less people to be on the golf course, which means she has less people to sell to, but she made it all through that and now we are all battling the COVID crisis right now. She has been a big part of that, because part of the lease has a 90 day out clause either way, where if she doesn't want to be there anymore, she has to give us 90 days. The same thing with us. If we don't think she's doing a good job and we haven't reconciled our differences, then we would give her 90 days' notice.

Mr. Showe: Yes. That's correct.

Ms. Walsh: That's what I read too.

Mr. Melloh: It's not like she can just do anything she wants to for the next five years. My point in saying all of this is that she has been through a good part of it. We went through a few issues and I think we are now in good shape.

Ms. Walsh: Okay.

Mr. Melloh: So again, this is for discussion purposes. If you have anything that you want more information about, let me know. I can tell you that the minimum rent was about \$490. I will make sure that we have the exact detail on that. So, if you need anything for our discussion further at the workshop, let me know and I will be sure to bring that.

Mr. Showe: We can bring her to the workshop.

Ms. Walsh: If that was the case, then pretty much what you are asking her to pay would be the base rent anyway.

Mr. Melloh: Right. In my mind, of course, are we saying base rent or minimum rent? It could be 10%, but if it goes below \$500, then you have to pay \$500, where the base rent is \$1,000 plus 4%. I don't know how we want to word it.

Ms. Walsh: I think former opposed to the latter, whichever is more applicable.

Mr. Showe: Is there any other discussion on that? Hearing none,

EIGHTH ORDER OF BUSINESS**Staff Reports****A. General Manager's Report**

Mr. Melloh: For CDD maintenance, we had our normal day-to-day operations. We talked about clearing areas in the scrub jay habitat. This fiscal year, we are not going to be able to get a burn in. However, we are in discussions with a group for a prescribed burn either later in the fall or first part of January that could possibly be free to the CDD. We talked about before about doing a training exercise and have the State pay for that. So, we are just looking for a few documents from them so we can clear it through our insurance company.

Mr. Showe: It seems in similar terms to what happened before where they used it and the District didn't have to pay for it. So that is obviously an ideal situation. We want to make sure that our insurance company, with all of the liabilities, that could potentially be incurred. So far, we are just looking for the information from the vendor.

Ms. Walsh: Is that going to be through a grant or just something that's being done for their training?

Mr. Showe: Based on the email we have seen, they are getting grants to do a training. They are providing their services through that grant to the District.

Ms. Walsh: That works perfectly.

Mr. Showe: It appears that they will be providing all of the insurance. We are just waiting for the details on that, so we can make sure our insurance company is comfortable with potential liabilities.

Ms. Walsh: That would be awesome.

Mr. Melloh: That is going to be great. Going back to when we were trying to put together projects for the bonds, things that can enhance the quality of life of the CDD for non-golfers and other residents that don't play golf, we came up with the idea of spending \$400,000 for a nice trail through the scrub jay habitat, viewing areas and what have you, sort of like what you see at Grissom Park in Viera and Cruickshank. When we talked to Michelle at the zoo, they were not in favor of that. They wanted to keep as many people out of the 420 acres, because the scrub jays are very tame in nature. We had to scratch that because we weren't going to have any support; however, since then, I have spoken with Michelle at the zoo and she is on board with conducting a guided tour once or possibly twice a year when it's not scrub jay season and when it's not 100 degrees out there. We talked about maybe doing it in a form of a hayride, where we can get a

trailer to go through there or we can do a hike. A hike would be very difficult because a lot of them have sugar sand. I just wanted to let you know that she is on board with that and I will bring you more information. Of course, we want to make sure we get through the COVID crisis, but we also want to have it during the light jacket windbreaker type weather. So, people are not out there passing out from the heat because there is not a lot of air circulation back there. Anyway, I just want to keep you up to date for that.

Ms. Walsh: That's good.

Mr. Oakley: I know when we originally talked about it, we were going to put a nice concrete path out there that would be handicapped accessible, but that kind of got taken away. The hayride might be a good idea and for the hearty souls of walking through the sugar sand might be interesting to watch. I don't think that I will be participating in it. I want to thank you for going above and taking the lead on that. Originally, we tried to do it in October, but of course COVID came about. Maybe we can do it in January like we originally talked about. That would be a nice time to do it.

Mr. Melloh: I think January is a good time.

Mr. Oakley: I just wanted to thank you for doing that.

Mr. Melloh: You are quite welcome.

Mr. Oakley: We appreciate it.

Mr. Melloh: We have our normal maintenance on the golf course. We began a landscaping project on #18, where installed approximately 10 Foxtail palms. The look that we have been creating with our landscaping beds, created a nice landscaping corridor there. The 18th hole is the last hole you can see. We have already done some work around the greens to the right with our rock garden and now we have this. This is all part of the plan that we came up with a couple of years ago and the Board at that time, approved some money to come out of the reserve to do these landscaping projects. The project isn't done yet, but we have had a tremendous amount of positive feedback on that. I just wanted to let you know that we are working hard on that. We have your Rounds and Revenue Report. The good news is that we are trending pretty well ahead of the budget for the first 25 days. If you look at the previous year's numbers, we are basically double that. We had a lot of bad weather last August. For the entire month, we only generated revenue of \$40,000 in green fee revenue and we are almost double that right now. We had our share of weather. We started the month off with Tropical Storm Isaias. We had a lot of

lightning delays. The Thor Guard system was out of service. We service that every year. A few parts had to be replaced, but for the most part, it worked very well and keeps us protected. EGIS our insurance company demands that we use that, use it properly and we have all of the protocols in place for that. I'm very happy to see that our dollars per round of golf is up and our rounds are up. Even though we are doing social distancing, most of the people that come in have to still ride single in a cart unless they live in the same household. Does anyone have any questions regarding rounds and revenue? It's good news. We need some good news. We needed to catch up from what we lost in March, April and May.

Ms. Thomsen: That's excellent.

Mr. Melloh: That's where we are at. We are trying to get that back. In your agenda package, I have quotes for two pieces of equipment that we previously talked about from the bonds, where we had \$337,690 earmarked. The first one that I have for your today is for a wheel grinder. We have one mechanic, 30 pieces of equipment and 9 pieces of equipment with wheels that need to be sharpened on a continuous basis to give a nice cut. On the putting green that is cut at an eighth of an inch, those wheels need to be very sharp or they will damage the greens. The current one that we have is 25 years old. It has to be babysat. In other words, you can't just set it and do something else. So, this new one makes this a lot more efficient and there is a lot more efficient time out of our mechanic and a lot better process. The current one is ready to go at any time. We obtained two quotes; one from Wesco Turf for \$44,017 and the other one from Gold Turf for \$44,657. It includes the roller cable, delivery and set up. Westco is a company that provides us with the Toro equipment and their service is impeccable. They are the lowest bidder. So, if you guys choose to do so, I recommend that you approve it.

Mr. Oakley: I would like to just say one thing to the Board. I don't know if the Board Members have looked at the piece of equipment that's there, but I'm surprised that it's still running. The guys that were putting up with it, deserve a big pat on the back. So, I'm definitely in favor of this.

Ms. Walsh: Is there any preference to the actual equipment Akin Pro versus Bernhard?

Mr. Melloh: Our mechanic had a lot of input on this and is very familiar with it. He does not need any further training on either one of these.

Ms. Walsh: Okay.

Mr. Melloh: The reason why we are selecting the one provided by Wesco Turf is because Wesco Turf provides us with tremendous service. They are cheaper by \$600. That's not a big deal, but I think their preference is the one from Wesco Turf.

Ms. Walsh: Plus, Wesco Turf is right around the corner.

Mr. Oakley: Tim, does this include set up and install?

Mr. Melloh: Yes, it does. I had Scott our Superintendent verify that. We discussed that earlier.

Ms. Walsh: Do you need a motion?

Mr. Showe: Yes. A motion to proceed with the purchase of the grinder and wheel loader.

Mr. Melloh: Regarding the loader, we got four bids. It's a reticulating motor and it comes with what we specify as a 1.2-yard bucket and 84-inch gravel rake. This is a piece of equipment that would be used on 60% of the CDD, scrub jay and preserve and 40% on the golf course. It will be able to do a lot of projects. It will move a lot of trees. They have to keep the fire lines and there are a lot of roots. In both of these cases, all of this equipment purchased as we move forward and as we discussed before, we expect to get maybe a 20 to 25-year life span out of these. So, these things would not be something we want to lease, but it makes a lot of sense because we can get that with that longevity out of them. We have four bids. The one that we are selecting is the Ring Power Cap wheel loader, which is \$80,767. We have a bid for approximately \$6,000 less than that; however, it has the tier 4 emission package on it, which is for specialized emissions. It comes from California and it's expected that anything that is new is going to have to be retrofitted. It will probably cost us more money than if we just paid for a new one to begin with. A lot of times the equipment comes down to servicing, because when they break down, normally they are out in the field. With the Ring Power Cap, they can make repairs out in the field, whereas if we went with John Deere, we would have the responsibility of getting that equipment back to the maintenance facility and require bringing in heavy duty trucks to get it there. Anyway, the extra \$6,000 is definitely mitigated. So, our recommendation is for the Ring Power Cap compact wheel loader.

Mr. Oakley: Did we get a decibel reading to get the noise level?

Mr. Melloh: I'm not sure. I will tell you that we did demo it for three or four days and it seemed to be pretty quiet.

Mr. Oakley: Some of that equipment could be noisy.

Ms. Thomsen: Where are the Ring Power Cap guys from?

Mr. Melloh: They are local, right down the road.

Ms. Thomsen: Okay.

Mr. Melloh: We worked with these guys before because we have a variable piece of equipment that's very good. Unless you have any further questions, I would like for the Board to approve those two pieces of equipment so we can move forward.

Mr. Showe: If the Board is amenable, we would like to have a motion to purchase the Bernhard 4100 wheel grinder as proposed by the General Manager as well as the Ring Power Cap 906M compact wheel loader.

On MOTION by Mr. Oakley seconded by Ms. Walsh with all in favor purchase of a Bernhard 4100 wheel grinder from Wesco Turf in the amount of \$44,017 and Ring Power Cap 906M wheel loader in the amount of \$80,767 as proposed by the General Manager were approved.

B. Attorney

There being none, the next item followed.

NINTH ORDER OF BUSINESS

Treasurer's Report – Consideration of Financial Statements

A. Approval of Check Register

On MOTION by Ms. Walsh seconded by Mr. Oakley with all in favor Checks #3961 through #3984 from the General Fund in the amount of \$24,463.05 were approved.

Ms. Walsh: There were no checks from the capital reserve account.

On MOTION by Ms. Walsh seconded by Ms. Thomsen with all in favor Checks #27917 through #27981 from the Golf Course Fund in the amount of \$63,782.63 were approved.

Ms. Walsh: That concludes my report.

B. Balance Sheet and Income Statement

Mr. Showe: No action was required by the Board.

C. Approval of Fiscal Year 2021 Meeting Schedule

Mr. Showe: The meeting schedule is the same as it normally is, with the exception of December and November. We had to move those meetings to Thursdays due to holidays. We moved up your workshops in accordance with that and have your public hearing set for 6:00 p.m. If the Board is amenable, we would like to have a motion to approve the meeting schedule.

On MOTION by Ms. Walsh seconded by Ms. Thomsen with all in favor the Fiscal Year 2021 meeting schedule as presented was approved.

Mr. Showe: I just want to give the Board another update in what has been extremely frustrating, dealing with the State of Florida. I know we discussed before where the District, since 2007, has been on the list of financial emergency, because of a depreciation technicality on our golf course. We haven't triggered that emergency for the past decade. We have given everything to the State. We have been in contact with them over the last year to try to get our name off of that list. As we reached out to them last month, what they told us was, "Yes, we have everything; however, because of COVID, your request is on hold." So, we are continuing to follow up at least once a month. We had our auditor write a letter. Our auditor has submitted everything, which is even in excess of what the Statutes say you are supposed to do to get your name cleared. The Statutes essentially say that you are supposed to be off of the list as soon as you no longer meet it. So, I just want the Board to know that we are still working on that issue. It is not an issue for the District. We are just trying to get our names removed, because we don't qualify anymore.

Mr. Oakley: Jason, how long have we been trying to get our name off of that list?

Mr. Showe: I went back through the emails and it has been over a year at this point, since August of 2019.

Mr. Oakley: Thank you for your efforts.

Mr. Showe: We are trying. They are not being real cooperative at this point.

Ms. Walsh: That has not impacted anything as far as our credit rating or anything like that.

Mr. Showe: Absolutely not. The District received a very favorable credit rating, which is why you have such a low rate of interest on the new bonds that were issued.

Ms. Walsh: Thank you.

Mr. Showe: That's all I have.

TENTH ORDER OF BUSINESS

Supervisor's Requests

Ms. Walsh: I know that we aren't going to be doing the irrigation until next year, but where are as far as getting bid packages together?

Mr. Showe: Sure. That's a great question. Tim sent me all of the information that he has. Similar to the bulkheads, we are providing that to our Engineer so they can assist us with another bid package. The way Tim proposed it, he would like to do that plus several other projects at the same time.

Mr. Melloh: Yes. What we have there is the irrigation system, renovation of the bunkers and rebuilding the #7 green at the same time. I have a list of how we need to go about doing that as extensive as I can to get the ball rolling. We want one vendor to do that. As an example, when we are working on #14, they closed #14, put the irrigation system in and worked on the bunkers simultaneously. Then when we are done with the bunkers and the irrigation system on that particular hole, we will be able to open that hole up and move on to #15. If there are two different vendors, they get in their way, they step on toes, work on one thing faster than the other and the next thing you know, we have four or five holes closed and nobody wants to play out there. At the same time, we are going to be rebuilding the #7 green and that hole will be closed down as well. I requested a start date of May 15, 2021 so we can get through all of our high season money making months. Of course, that's where we kick in with the lost revenue on here to help us through that, like we did when we did the greens in 2016.

Mr. Showe: If it's even needed.

Mr. Melloh: We just don't know. I've presented Jason with the scope of work. He got with the Engineers and they are trying to put together a package of how to go about doing this. We have our Irrigation Consultant, Aqua Turf. He is great and will work with our Engineer. We are going to have a lot of people working on this. Yes, we are moving forward to getting a bid

package for that. Of course, one of the things with this bid package, which is how I would describe it in the scope of work, there are things that are going to be put into the package that are add-ons and takeaways. With all three things combined, it's \$3.2 million. So, if it came in at \$3.3 million and we had to trim \$100,000 off of it, we could say, "Maybe this bucket here, this bucket here and this bucket here, we won't do the capillary concrete and maybe we'll take away 30 irrigation heads." There are things that we can back off on to make the number fit to what we have. Of course, we have a little contingency if it happens to run over, but we have a lot better understanding of costing this out. If you recall, we did do the capillary concrete on #18. We know per square footage what that cost is going to be. We know how many square feet we have to do so we are going to be in a really good ballpark there. This is what our Irrigation Consultant, Aqua Turf does for a living and they have done some very high profile golf courses. They know, based on what we have, what this will end up costing us. They also have a way for us to maybe save some money by us bidding out the actual hardware and the piping first. This is going to be a really great project and working with Dewberry has been great on the bulkheads.

Mr. Oakley: When are you planning on putting the filtration system on the pump? Before they put the sprinkler system in?

Mr. Melloh: Yes. Obviously, you would want to do that prior to that, but just prior to going in. Of course, we wouldn't want to do it now, because in order to put the filtration system in, you probably have to take the irrigation pumps out.

Ms. Walsh: Not in the summer.

Mr. Melloh: If we did it in January when water is not quite such an issue, that is probably the time we would do it.

Mr. Oakley: I just wanted to make sure that it was done.

Mr. Melloh: Exactly.

Mr. Showe: Just for the Board's comfort level, this is something I probably should've mentioned earlier during the bulkhead bid, that this part is not where the Engineer's work ends. Part of the contract that you approved is that they are also going to oversee construction. So, when they are out here building, he is going to make sure that they are doing it exactly the way we spaced it and it is going to be done in accordance with that. He has to sign off on every expense, everything that comes through for that. So, you have some expert eyes on that project as it's being worked on.

Ms. Thomsen: Do we have to flood it once a week?

Mr. Showe: They will set up regular site inspections. They will be out quite frequently. Tim is here. So, if he knows something, he can take care of it.

Mr. Melloh: We have Scott the Superintendent and myself overlooking it. Of course, Peter and his crew will be here on an as needed basis to sign off on it and make sure things are being done the way it should be. To be honest with you, it is a pretty sophisticated project and there is not going to be a lot of care taking out the damage. They are the geese that lay the golden age. People play on the greens and we can't have them damaged. There are irrigation systems. The irrigation is right there next to the bulkhead, so if they pop a line, they have to be able to repair it quickly. So, there is a lot to it. Peter is going to be in a Project Manager type of situation where he would make sure that everything is being done in accordance to the contract.

Ms. Thomsen: Is there any knowledge that you have that we have more options in bidders this time versus the bulkheads that we ended up with just one?

Mr. Melloh: It's going to be specific. There are some companies out there that basically do nothing like building golf courses as far as building bunkers, building greens and then they hire another company to come in to do the irrigation system? There are some people that just do irrigation systems and they don't do any land work, but then you have companies like Landirr, which is a land and irrigation altogether and there are companies out there that do both. Again, it comes down to, what do they already have on the books for next year? So, we are starting now, in August. We probably won't get a bid package out until the middle of fall.

Mr. Showe: Correct. That's a good time to get on their schedules.

Mr. Melloh: If they already have work being done, they won't bid on it. Where we will have some money savings is that there are basically two major companies that provide these kinds of systems. These are called two wire systems from Rain Bird. We all know them, Rain Bird and Toro. Scott and I have been to Bay Hill where they were putting in the Rain Bird system. We were in Ormond Beach, right on the beach, where they were putting in a Toro system. Of course, we are going to use High Density Polyethylene (HDPE) piping that is PVC. There are borings under the road. There is a lot to this. You have people, right off the bat, Toro or Rain Bird and that's why we want to bid that stuff out separately, because they will give us the best price because they want the business.

Ms. Thomsen: That's what you were referring to with the hardware.

Mr. Melloh: Right. For the installers, I suspect that we would have more people bidding on that project, Melinda, than the bulkheads.

Ms. Thomsen: Good.

Mr. Melloh: The other stuff is pretty straightforward. You have to do this every day. The bulkhead thing is something that happens. In 40 years of being in the golf industry, I've never seen anything like getting these bulkheads. We have been working on this for over a year.

Ms. Thomsen: I know.

Mr. Melloh: We had so many different people come in, tell us, "We can do this and we can do that and we can do it for this much money," but then we came to find out that they didn't even bid on the project because they know that it was very complicated. Once they found out that they had to do all of the things that are in the contract, they didn't bid. We are very happy with Landirr. They are going to do a fantastic job for us based on the pictures. That's all.

Ms. Walsh: So, we are looking at maybe getting a bid package out somewhere in the fall?

Mr. Melloh: That's what I'm hoping.

Ms. Walsh: Early?

Mr. Showe: Yes.

Mr. Melloh: The further we go, the more these contractors get their schedules full because if they start on May 15, I'm hoping by October 1, we get it all finished. It just depends on the weather in the summer. It's a four or five month project.

Ms. Walsh: Okay.

Mr. Oakley: Hopefully they will start tomorrow.

Ms. Walsh: That's all for me. Thank you.

Mr. Showe: Do you have anything, Melinda?

Ms. Thomsen: No. Thank you.

Mr. Showe: I bet Bill has something.

Mr. Oakley: Sure. I have three people that are working with me on dog park issues. Just to get a better idea, they felt that we should have a survey. When I told them what the cost of the survey would be, they thought maybe we shouldn't have that much of an in-depth survey. So, I came up with a simple 10 person survey. Find 10 people and ask them a question. I don't care if they have dogs or don't have dogs. Just ask them, "Would you support the dog park? Yes or no? No detailed information." After they answer the question, see if they answer, "Do you have a

dog?” So, we have a basic random survey. On the front page, out of all the people surveyed, we asked them without knowing if they had a dog or not. I just chose people. Then I found people with dogs. It’s totally random. Eighteen people said they don’t want a dog park. Fourteen people said they wanted a dog park. Seventeen people said a dog park was okay. They didn’t say no and they didn’t say yes. They said that a dog park was okay. The next question was, “Do you own a dog?” Fourteen people said they do not own a dog. Twenty-seven people said they owned a dog. The next question was, “Will you use the park?” Eight people said they would use the park. So, the results of the survey is, 55% were in favor of the dog park and 20% said that they would use the dog park out of the 55%. I thought that was interesting. Tim asked, “What is the survey supposed to tell us?” It’s just giving us a random bit of information that we didn’t have before. Is it a scientific survey? No. It’s a random survey, but it gives us an idea as far as the dog park is concerned. Also, a couple of other issues that I am dealing with, which the Board has nothing to do with, is I asked Ed to give us an idea about sprinkler systems. We do not have reclaimed water down there so I wanted to know whether we could take it from the lake or whether we have to drill a well. Then the other situation is how much would it cost us to run water for a drinking fountain for people and dogs out to the dog park from our existing bid. So, we are getting more detailed information. I did another drawing. When I get this all together, I will provide a presentation to the Board. You can listen and say you don’t want a dog park, whatever you want to do with it, but I think it’s giving us a better idea of what is happening. That’s the main reason I’m doing it. The last item I have is I had an interesting thing occur to me the other day. When I was at the golf course, I said to one of our employees, “I really want to thank you for all of the stuff you are doing during the COVID-19 virus. I know it’s been pretty tough with you guys.” He looked at me in amazement and said, “Oh, thank you. I never had anybody tell me that before.” So that was a highlight of my day. I said, “That’s kind of you.” So, as a Board Member, I would like for this to go into everyone’s paycheck.

*“This past year has been a tough year for all of us with the COVID-19 virus. We all had to do social distancing. As a CDD Board Member, I would like to personally thank all of you for a great job under these unusual circumstances.
Signed Bill Oakley.”*

Mr. Oakley: I will give you this and if you can, make sure that it gets into their folder or envelope or whatever you want to do with it.

Mr. Melloh: Sure. Absolutely.

Mr. Oakley: Please give it to all CDD employees, because I think they all had to go through a lot this past year with their families. Should they go to work when guys aren't wearing masks? I just want to recognize them and just say thank you.

Mr. Melloh: Thank you. The crew has done an exceptional job getting through all of this. We always listed our accomplishments. There has really just been one accomplishment and that is keeping the golf course open, keeping CDD operations operating. That's all because of the staff. They have done such a phenomenal job. A lot of golf courses haven't been so fortunate. They had to close down for quite a bit of time. Everybody has done a great job social distancing. We've had no issues. So, we've been able to keep it open and never shut down one day. I will see that they get it tomorrow.

Ms. Walsh: David?

Mr. Bedwell: I have no requests.

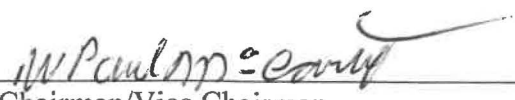
Mr. Showe: If there's nothing further, we need a motion to adjourn.

ELEVENTH ORDER OF BUSINESS

Adjournment

On MOTION by Ms. Walsh seconded by Ms. Thomsen with all in favor the meeting was adjourned.


Secretary/Assistant Secretary


Chairman/Vice Chairman