

*Viera East Community
Development District*

Agenda

March 25, 2021

AGENDA

Viera East

Community Development District

219 East Livingston Street, Orlando, FL 32801
Phone: 407-841-5524 – Fax: 407-839-1526

March 18, 2021

Board of Supervisors
Viera East Community
Development District

Dear Board Members:

The Board of Supervisors of the Viera East Community Development District will meet **Thursday, March 25, 2021 at 7:00 p.m. in the Multi-Purpose Room, Faith Lutheran Church, 5550 Faith Drive, Viera, FL.** The call-in information for the meeting is as follows: **(267) 930-4000, Participant Access: 575-078.** Following is the advance agenda for the meeting:

1. Roll Call
2. Pledge of Allegiance
3. Public Comment Period - Items on Agenda
4. Approval of Minutes of the February 25, 2021 Meeting
5. New Business
 - A. Consideration of EmployU MOU
 - B. Consideration of Bench Donation Policy
 - C. Consideration of Payroll Agreement with ABS
 - D. Authorization to Issue RFQ for District Engineering Services
6. Old Business
 - A. Brevard County Lake Planting Grant Update
 - B. Survey Monkey
 - C. Farmers Market/Craft Fairs at Woodside Park
 - D. Fire Management Budget/Fire Breaks
 - E. Action Items List
7. Staff Reports
 - A. General Manager's Report
 - B. District Manager's Report
 - i. Consideration of Requisitions #33 - 36
8. Treasurer's Report - Consideration of Financial Statements
 - A. Approval of Check Register
 - B. Balance Sheet and Income Statement
9. Supervisor's Requests
10. Public Comment Period - All Items
11. Adjournment

The third order of business of the Board of Supervisors meeting is the Public Comment Period where the public has an opportunity to be heard on propositions coming before the Board as reflected on the agenda, and any other items.

The fourth order of business is approval of minutes of the January 28, 2021 meeting. Copies of the minutes are enclosed for your review.

The fifth order of business is New Business. Section A is consideration of EmployU MOU. A copy of the MOU is enclosed for your review. Section B is consideration of bench donation policy. A copy of the policy is enclosed for your review. Section C is consideration of payroll agreement with ABS. A copy of the agreement is enclosed for your review. Section D is authorization to issue RFQ for District engineering services.

The sixth order of business is Old Business. Section A is Brevard County lake planting grant update. Section B is survey monkey. Section C is farmers market/craft fairs at Woodside Park. Section D is fire management budget/fire breaks. Section E is action items list. A copy of the list is enclosed for your review.

The seventh order of business is the Staff Reports. Section A is the General Manager's Report. Section B is the District Manager's Report. Section 1 is consideration of Requisitions #33-36. Copies of the requisitions are enclosed for your review.

The eighth order of business is the Treasurer's Report. Section A includes the check register being submitted for approval and Section B includes the balance sheet and income statement for your review.

The balance of the agenda will be discussed at the meeting. In the meantime, if you have any questions, please contact me.

Sincerely,



Jason Showe
District Manager

Cc: Brian Jones, District Counsel
Rey Malave, District Engineer
Tim Melloh, General Manager

MINUTES

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 Thursday, February 25, 2021 at 7:00 p.m. at Faith Lutheran Church in the Multi-Purpose Room, 5550 Faith Drive, Viera, Florida.

Present and constituting a quorum were:

Rob Dale	Chairman
Pete Carnesale	Vice Chairman
Steve Colasinski	Treasurer
Paul McCarthy	Assistant Secretary
David Bedwell	Assistant Secretary

Also present were:

Jason Showe	District Manager
Tim Melloh	General Manager
Residents	

FIRST ORDER OF BUSINESS

Roll Call

Mr. Dale called the meeting to order at 7:00 p.m. All Supervisors were present.

SECOND ORDER OF BUSINESS

Pledge of Allegiance

The Pledge of Allegiance was recited.

THIRD ORDER OF BUSINESS

Public Comment Period – Items on Agenda

Mr. Showe: This is the public comment period for items on the agenda. The only speaker form that I received is from Ms. Diane Schnellhammer regarding the golf GPS units. You have three minutes. Please state your name and address for the record.

Resident (Diane Schnellhammer, Braywick): I heard that you are going to cancel the lease for the GPS on the golf carts. I'm concerned because a lot of us purchased GPS units for our personal golf carts. What is going to happen to us for the money we invested in those? We were told they would be accessible at all times.

Mr. Melloh: Yes, that is true. You can use yours.

Resident (Diane Schnellhammer, Braywick): How do we get access to the features?

Mr. Melloh: They will still be there. Nothing will change.

Resident (Diane Schnellhammer, Braywick): You are not going to downgrade the features so we only see from where we are to the green, not knowing how far it is to the water.

Mr. Melloh: You will see all of that.

Resident (Diane Schnellhammer, Braywick): Good. Thank you.

Mr. Melloh: There are different types of units. The ones that you purchased and CDD residents purchased for their carts, are non-trackable units, which means you can't be tracked. With our GPS', we have an air traffic control screen inside of the pro shop and know where all of our golf carts are. I don't know where you are because it's a non-trackable unit.

Mr. Dale: It's in stealth mode.

Mr. Melloh: You don't want us to know where you are because it can track you right to your house. I'm just kidding, but anyway, we verified that two days ago with the owner of IBAR, the GPS company, that all non-trackable units will still work.

Resident (Diane Schnellhammer, Braywick): How much is the lease for those for all of the golf carts, per year?

Mr. Carnesale: Roughly about \$11,000 a year.

Mr. Melloh: It was \$11,000, but our lease ran out and we went to month-to-month, so it's \$702 per month, which totals \$8,400.

Resident (Diane Schnellhammer, Braywick): We have a lot of friends who golf at different golf courses. When they come to visit, we take them out on the Viera East Golf Course (VEGC). One of the main reasons they love the VEGC is because it has GPS'. A lot of them said they didn't golf and I am going to assume that Steve and Peter don't golf either. Is that correct?

Mr. Carnesale: I haven't golfed in many years because I have an injured ankle, but when I did golf, it wasn't here.

Mr. Colasinski: That is incorrect. I was a member of another golf club.

Mr. Carnesale: Steve golfs a lot.

Resident (Diane Schnellhammer, Braywick): Do you like the GPS? Have you ever golfed at Viera East?

Mr. Colasinski: Yes, I have.

Resident (Diane Schnellhammer, Braywick): What is your opinion concerning Viera East?

Mr. Colasinski: I don't use the GPS.

Resident (Diane Schnellhammer, Braywick): Do you have your own GPS?

Mr. Colasinski: No, I prefer to use range finders.

Resident (Diane Schnellhammer, Braywick): Okay. I also wanted to know about Survey Monkey. I signed up for it, but haven't received any surveys.

Mr. Dale: We haven't done any surveys yet.

Resident (Diane Schnellhammer, Braywick): On your Facebook page, there is a closed group. Why?

Mr. Dale: There is only one Facebook page.

Resident (Diane Schnellhammer, Braywick): I can show it to you because I just looked at it.

Mr. Dale: There is only one official CDD page. Just because somebody else has something in the name of the Viera East doesn't make it a CDD page.

Resident (Diane Schnellhammer, Braywick): I will look it up on my phone. Could you post the minutes or are you already doing that?

Mr. Showe: The website has a link to the official Facebook group and has all of the minutes. The website is VieraEastCDD.com.

Resident (Diane Schnellhammer, Braywick): So, what is your Facebook page called?

Mr. Dale: Facebook.com/VieraEastCDD. You'll know you are on the right page because you will see a scrub jay in the profile picture.

Resident (Diane Schnellhammer, Braywick): Alright. That's it for me. Thank you.

Mr. Showe: Does anyone else want to speak on an agenda item?

Resident (Andrew Mammay, Brantford): I live right behind the #1 green. We recently moved to this area. We lived in Melbourne for 10 years and were planning to visit the golf course. When we first arrived, you could not get a tee time because the golf course was in good shape and was fun to play. Gradually, the town cut the budget for the golf course, didn't put any fertilizer on it and started providing the manpower to mow the lawn with people who don't know what they are doing. The golf course is deteriorating. I was President of the Men's League for three years and there were approximately 165 members. Their attitude was that they could care

less. We are bringing them a lot of money because everyone had to pay the green's fee. Even though I had a membership, it was still costing me \$20 to \$30 to play. I went to the Manager of the VEGC on behalf of the Men's League and said, "*Hey, how about doing something for us occasionally since we are bringing you in all of this money.*" Guess what their response was? They said, "*We are giving you reserved tee times.*" One of the reasons I moved here, was because of the golf course conditions and the people running the golf course, except for one manager we had, let the golf course go in the wrong condition. I have been talking with 100 different people at the golf course throughout the year and every one of them loves the GPS. I have a GPS on my cart and Ms. Schnellhammer has one on hers. I'm not sure if Jim has one on his. With the GPS and range finders, you would look for the 150-yard marker and a drain with a number on it. That all takes time and time is money. If you take longer to play the golf course, you will have 50 people in here. So, I'm asking you to really think hard before you cut this out. Thank you.

Mr. Showe: Are there any other comments on items on the agenda this evening?

Resident (John Sabella, Parkstone): I have some comments and then a question, probably directed to Tim. My first comment is the golf course itself is there and the community was built around the golf course. I hope everyone remembers that the community was built around the golf course. My next question is for Tim. Did anyone figure out exactly what that program actually costs the golf course?

Mr. Melloh: I think we estimated \$6.03.

Resident (John Sabella, Parkstone): Does \$6.03 sound right?

Resident (Diane Schnellhammer, Braywick): No. It was 16 cents.

Resident (John Sabella, Parkstone): How many rounds did you have? 50,000?

Mr. Melloh: 53,000 rounds. I'm just going off something we did a year-and-a-half ago.

Resident (John Sabella, Parkstone): You answered my question. It is 16 cents per round. So, we are spending a lot of money, obviously. The other portion that deals with this GPS is that there is a tremendous value to it. Now, a gentleman on the Board says he doesn't need it. That's great, but I can give you 101 people that tells you they need it, they use it, and it helps with their play. For 16 cents per round, I don't think you want to give that up. I don't think that makes any sense. That is a valuable part of the VEGC for the members that don't have GPS' on their carts. For people that come in, whether they are residents or non-residents of Viera East, it doesn't

make a difference. It is a value to the golf course. I don't know about the other golf courses in the area that don't have GPS', but this is the first time I ever heard a golf course wanted to take a valuable tool away from golfers for what appears to be 16 cents per round. If someone wants to challenge that, please do. That is the key for this portion of the golf course. The other item is more of a commentary, but I think it is important, since I've been here for 23 years and have seen that golf course go through many stages. There was never an agreement with the prior Board spending what ultimately would be \$14 million to \$15 million with interest that they presented to everybody for the golf course. Are there different levels of championship golf courses or are they all at the exact same level?

Mr. Melloh: No. A championship golf course is typically a golf course around 6,400 yards or greater that has a par 70 up to a par 72 compared with an executive golf course, which is typically a par 60. Those are the two classifications that you follow.

Resident (John Sabella, Parkstone): Maybe I'm not expressing myself properly. There are championship golf courses like Pebble Beach, Riviera and then one in Port St. Lucie. That is not a problem. We want to look at the different levels. That's where I was going. Just because it's 7,200 yards or 6,400 yards, doesn't necessarily mean the expenses are going to be the same. It takes a lot more money to run Pebble Beach than VEGC. So, if we are looking at a community golf course, not municipal golf course, because this is a community golf course, are they different levels of community golf courses?

Mr. Melloh: No.

Resident (John Sabella, Parkstone): Everyone is entitled to their piece of the pie sort of speak. My concern is when you make decisions about this golf course, there is a value to this golf course and it brings revenue to this entire area, in addition to, not only the people that live on the golf course, but the people that live in the area. That's all I have to say.

Mr. Melloh: Like you said, people generally know if it is a municipal golf course, executive golf course or a championship golf course, so you know what to expect. Mallards Landing is a championship golf course. There is no way to sit there and say, "*Well Mallards Landing is a four rated golf course and Viera East is a nine rated golf course.*" That is why later on we will discuss GolfNow. It is important to read the comments to know what kind of golf course you are playing at. The same way they choose a restaurant. They don't want to go to a three-star restaurant when they want to go to a four-and-a-half-star restaurant. I'm just saying

there is nothing official out there to say that they are rated in different categories. The difficulty of the golf course is rated by the United States Golf Association (USGA) FSGA based on the slope rating, but as far as the condition of the golf course, there's no way to rate that.

Resident (John Sabella, Parkstone): So, what you are saying is that it's subjective.

Mr. Melloh: Yes.

Resident (John Sabella, Parkstone): All I'm asking for is objectivity when we have to make subjective decisions regarding the golf course or any part of this community, because it's not just the golf course. You guys were elected to cover all of the communities and cover them fairly and equally. That's all I really have to say at this point. Thank you.

Mr. Showe: Are there any other resident comments for items on the agenda? If the Board is amenable, Mr. Concemi would like to speak on noise abatement. Does the Board want to take his comments now?

Mr. Dale: We can take them now, but limit him to three or four minutes. If there is anything additional that we need to get into, we will do it at the end of the meeting. We have a lot to get through tonight and this is going to be another three-hour meeting, I think.

Resident (Sam Concemi, Worthington): I've done more homework. Mr. Colasinski, I owe you an apology and a thank you. You said to me last month when I was here, "*It is always good to have a wall in your backyard.*" I said to myself, "*Where is this guy coming from?*" What does that have to do with the petition? On Monday, I took a ride down Six Mile Creek, all the way to the end. What did I discover? The Berlin Wall. All of those poles along the highway are ugly.

Mr. Colasinski: I have not gone down Six Mile Creek.

Resident (Sam Concemi, Worthington): I went all the way down.

Mr. Colasinski: In the right areas you get a lot of nice graffiti.

Resident (Sam Concemi, Worthington): The people that live there have a choice whether to have a highway or the Berlin Wall in their backyard. Obviously, if you want to live there, you can't live with the noise so they will have to live with the wall. I thank you for that. However, I was standing 50 to 100 feet from that wall for five minutes listening to the traffic go by and all I could hear was a buzz. Then I went to my car, drove about 1,000 feet and all I could hear was a whisper. So, I said, "*That wall works.*" You were talking about the parabolic effect. It seemed to do its job. It cut out most of the noise that was objectionable. You had the choice of an ugly wall

or unlivable noise conditions. What does that have to do about tonight? I've been asked by my friends and neighbors, some of whom are in this room, "*Sam, what is happening?*" You know that I'm involved in this. I wasn't looking for notoriety. I said, "*I can't tell you what's happening because I need the Board to tell me what their position is before I go out and take the next step.*" So, all I'm doing is asking you to give me a decision. I'm willing to wait here for the three hours it is going to take if we can have some discussion on it. I'm willing to do that, but I just want to bring to your attention that I would like to get the ball rolling. I noticed that Rob spoke to the County Commissioner. He basically said, "*Call the Feds.*"

Mr. Showe: That's three minutes.

Resident (Sam Concemi, Worthington): I'm prepared to call the Feds if necessary. I am prepared to speak to our congressman, senators and our Governor.

Mr. Dale: Sam, please indulge me.

Resident (Sam Concemi, Worthington): I want to.

Mr. Dale: Otherwise, we are going to have to push this to the end of the meeting and I don't want to keep you waiting around for the entire meeting. This Board is not a grass roots organization. We don't mobilize and we don't have people go out and get signatures. I know we went back and forth when I made the comment that no one even knows what a CDD is, but people know what an HOA is. It is more effective utilizing the HOA in that scenario and circumstance.

Resident (Sam Concemi, Worthington): Do you want me to answer that?

Mr. Dale: No, bear with me a little bit. If what you are looking for is putting out notices, getting signatures and all of that, we can't do that. We are a legislative body. On a side note, Mr. Carnesale offered to work with you in an unofficial capacity. We can't form an official committee or anything like that because we run afoul of the Sunshine Laws. I hate to put it this way, but I feel for you. I understand the noise issue, which is why I made the phone calls that I did and why I also threw out the alternative. I know what the speed of Government is like. The alternative, which I think is going to be, at least on an interim basis, the best possible solution we are going to have, is if somehow, we were able to erect some sort of bamboo barricade because it is fast growing and it's dense.

Resident (Sam Concemi, Worthington): I'm 100% for that. I can get you 100 volunteers to plant the tree.

Mr. Dale: Right, right, right. The HOA would probably have to contribute a little bit on something like that and we would work out the dotting of the "I's" and "T's," but in terms of being able to build a wall, I had the conversation with the county. The way that they look at it is that community has been there for 25 to 30 years and no wall is going up there because there wasn't enough density for the homes. I've been here a long time, even before the golf course and where we ran into an issue 20 years ago was the density was in Hammock Lakes and Hammock Trace. They had the home density, but the golf course didn't. The irony of it was the people that were lobbying at that time were golfers and they didn't get the wall.

Resident (Sam Concemi, Worthington): I did approach the HOA. They basically said, "*You are throwing sand against the tide.*" If that was the case, I'm prepared to get 600 signatures if necessary and make sure somebody is going to listen to me.

Mr. Dale: That is what it is going to take.

Resident (Sam Concemi, Worthington): If Mr. Carnesale, who I like, wants to help paddle the canoe, that's fine. He doesn't have to as a member of this Board.

Mr. Dale: Right.

Resident (Sam Concemi, Worthington): He can do it on his own.

Mr. Dale: But he also has connections.

Resident (Sam Concemi, Worthington): Believe me, I need the connections that you have because I don't have them.

Mr. Dale: Right.

Resident (Sam Concemi, Worthington): I'm prepared starting tomorrow to get those signatures and I will do it. I will address, not only to this Board, but the county, State and Feds if necessary.

Mr. Dale: You need to be the squeaky wheel.

Resident (Sam Concemi, Worthington): I'm retired now and have nothing else to do.

Mr. Dale: There you go.

Resident (Sam Concemi, Worthington): By the way, I've been a member of the Massachusetts Bar since I started practicing law in 1967.

Mr. Dale: I understand.

Resident (Sam Concemi, Worthington): I mean that sincerely and I thank you for that. I know where you guys are coming from and I truly appreciate it.

Mr. Dale: You're welcome. I'm trying to be upfront with you and not string you along or give you a politician answer or anything like that.

Resident (Sam Concemi, Worthington): You have given me the answer that I want. You basically said, "*Sam, do your thing. We are not going to stand in your way.*" That's all I wanted to say.

Mr. Dale: That's exactly right.

Mr. Carnesale: Basically, we would be looking at you to be the coordinator of a focus group.

Resident (Sam Concemi, Worthington): Excellent. Thank you. I have at least one member of my focus group.

Mr. Carnesale: I'm just saying you want to create a focus group that covers as much area as you can. Basically, we have a focus group now for the stormwater education project, which I am on. That's why we are talking about creating a focus group. A focus group is a group of residents, which may have politicians or representatives from Government that attend and are representatives of it, but they don't act on behalf of the organization they are a part of. They are just there as a member.

Resident (Sam Concemi, Worthington): I am prepared to be the point man on this.

Mr. Carnesale: Okay.

Mr. Dale: Sam, behind the scenes if there are things here or there that I can help out with, I'm more than happy to do that.

Resident (Sam Concemi, Worthington): You can be sure that I will take you up on that.

Mr. Dale: Yes, I know you will. I'm sincere in that offer.

Resident (Sam Concemi, Worthington): I appreciate what you are doing and I understand where you are coming from. You clarified this. You have given me my marching orders. That's all I want. Thank you. I appreciate everything.

Mr. Showe: Seeing as we have no other public comments, we can proceed with the meeting.

FOURTH ORDER OF BUSINESS

Approval of Minutes of the January 28, 2021 Meeting

Mr. Showe: The minutes were included in your agenda package. We can take any other changes or corrections at this time.

Mr. Colasinski: There was a lot to review, but I'm okay with them.

On MOTION by Mr. Colasinski seconded by Mr. McCarthy with all in favor the Minutes of the January 28, 2021 were approved as presented.

FIFTH ORDER OF BUSINESS

New Business

A. Consideration of Quit Claim Deed with The Viera Company

Mr. Showe: In November, we were contacted by Brevard County who discovered that their lift station was on CDD property. A portion of that lift station was on CDD property. Actually, the same agreement went to the Viera Community Association (VECA), the HOA because a strip of the access to that. It is just one of these items when they developed the property, it is a cleanup item essentially.

Mr. Dale: Right.

Mr. Showe: I think there's no downside for the District. We definitely don't have any ownership in that lift station. We have no responsibility, but the county wanted to get it cleaned up.

Mr. Colasinski: So, what are they asking?

Mr. Dale: That we quit claim it over to them.

Mr. Showe: We are quit claiming just that lift station.

Mr. Colasinski: If they give us a sign at the entrance and put up a wall, then we will talk.

Mr. Showe: Correct.

Mr. Dale: I like the way this man thinks.

Mr. Carnesale: It's leverage.

Mr. Colasinski: Much of the nonsense that we are dealing with, things that we wish to pursue to improve the District, are blocked at the county level.

Mr. Showe: Yes.

Mr. Colasinski: I see no reason to just flat out give it to them. At least we should have that discussion. We may not get anything, but I think it's worth at least having that discussion.

Mr. Dale: These are completely different departments.

Mr. Colasinski: We have a county commissioner.

Mr. Showe: The county put pressure on The Duda Company, which is where all of this originated from. So, The Duda Company prepared all of these, both for the homeowners and the

CDD. If the Board wants to, delegate a Board Member to have those conversations with the county to lay out that arrangement.

Mr. Carnesale: It can't just keep coming one way all the time.

Mr. Dale: We do want that sign.

Mr. Colasinski: Do you want to pump out a lift station?

Mr. Dale: That's what I'm weighing it against. I think we are going to get our sign regardless.

Mr. Bedwell: Which community is this in?

Mr. Dale: In the golf course community, near the traffic circle. Correct?

Mr. Showe: Correct.

Mr. Bedwell: Are we quit claiming this deed to Brevard County?

Mr. Showe: Correct.

Mr. Bedwell: Who is going to mow that area?

Mr. Showe: All we are giving them is the portion that the lift station sits on. So, they actually prepared a legal description to carve that out.

Mr. Bedwell: It must be the red line.

Mr. Showe: The red line is actually HOA property. To the left of that red line is the golf course property/CDD property. So that little portion where the lift station actually sits on is CDD property.

Mr. Carnesale: My problem is should we say no, they will just tell us to take care of the lift station. There is always that possibility.

Mr. Dale: Well, we don't have the entire lift station, though.

Mr. Carnesale: No, but we own a piece of the property.

Mr. Dale: You can't throw that at us if we don't own all of it.

Mr. Carnesale: They can proportion the cost. If you want to apply pressure on them, they are a bigger entity and can apply a lot more pressure on us.

Mr. Dale: I'm not worried about the pressure. I'm worried about things like liability.

Mr. Showe: There is definitely some of that.

Mr. Colasinski: If you want to put it to a vote, we can do that. Is that what you are looking to do?

Mr. Showe: Yes. We would just need a motion to approve the Quit Claim Deed.

Mr. Dale: Who is antsy to get rid of this right now?

Mr. Showe: We should because it's something on our property that we don't own or maintain so there is some inherent liability,

Mr. Dale: That's my concern, the liability.

Mr. Showe: I don't think we would ever restrict the county from accessing it, but ultimately you don't want things on your property that you are responsible for.

Mr. Colasinski: Let's take a vote.

Mr. Dale: We need a motion.

On MOTION by Mr. Bedwell seconded by Mr. McCarthy with all in favor the Quit Claim Deed with The Viera Company was approved.

B. Consideration of Resolution 2021-02 Providing for the Removal and Appointment of Assistant Treasurer

Mr. Showe: Currently, Mr. Ariel Lovera in our office was listed as your Assistant Treasurer. He is no longer going to be involved in the day-to-day operations with GMS, so we prepared this resolution to switch him with me. Obviously, Steve would be the primary in signing those. I would just serve as backup in case he's unavailable.

Mr. Dale: So, we need a motion.

Mr. Showe: A motion to approve the resolution.

On MOTION by Mr. Colasinski seconded by Mr. McCarthy with all in favor Resolution 2021-02 Providing for the Removal and Appointment of Assistant Treasurer was approved.

C. Consideration of EmployU MOU

Mr. Showe: We presented a Memorandum of Understanding from EmployU. We immediately turned that over to our insurance provider. He has some specific concerns with it from a legal perspective. We immediately got those to EmployU. They are still reviewing their items so there may be some changes to this agreement. It's really up to the Board on which way you want to proceed. You can delegate authority to the Chair or another Board Member to execute when those things have been resolved, but EmployU has not had a chance to go through

all of those items yet or you can hold it for the workshop and see what the revised one might look like. It's really up to the Board.

Mr. Colasinski: We can wait until the workshop and see what they come back with.

Mr. Dale: So, we will just table it?

Mr. Showe: Yes. I followed up with them today and they said they had not been able to get to it. Just for your information, it loosely lays out some terms, which may be fine for a private entity, but with a public entity, they don't really describe how they do background checks. They mentioned Vocational Rehabilitation, but this is EmployU so there is not a clear delineation between service providers and some other liability issues.

D. Discussion of GolfNow Agreement – Backup ADDED

Mr. Showe: We provided the proposal via email. Tim can go through that with you.

Mr. Melloh: We had their presentation. I think everyone was positive about it. They offered to include the premium plus the website with a two-year agreement and extra marketing on the brand on their website. That would give us more exposure to the millions of clients that they have.

Mr. Dale: What about the \$400 charge?

Mr. Colasinski: Both options have that removed.

Mr. Dale: What about the server equipment?

Mr. Carnesale: All hardware and upgrades would be incorporated.

Mr. Showe: In the two-year version.

Mr. Carnesale: In the one-year version, you don't have that or the upgrade.

Mr. Showe: They are throwing you a bonus if you do the two-year contract.

Mr. Colasinski: Right, but some of the things on the first page of the content it says under, "*Summary of New Proposal and Terms*," that we would receive the following services. Not all of those 10 items track into the following text. For example, I see EZ TeeOff, but I don't see it in the following documentation.

Mr. Melloh: It is in the proposal that if we were to vote on it, we would have to give them the actual contract.

Mr. Colasinski: I just want to make sure that I understand what we are getting.

Mr. Melloh: Right.

Mr. Colasinski: There are a couple of them, EZSuite for example. There is an EZSuite Pro, but is that the same? I don't know.

Mr. Dale: Are they available. Can we call them?

Mr. Showe: We can.

Mr. Colasinski: I just want to make sure those items that are on this list pertain to something directly in the text so we can truly understand what we are getting.

Mr. Carnesale: Since this isn't just the proposal, why can't we make minor changes that we feel are necessary to give back to them for their approval?

Mr. Dale: Or make it contingent.

Mr. Showe: You can certainly approve this proposal in substantial form provided that the final agreement lists these things out in more detail.

Mr. Dale: Right.

Mr. Carnesale: I'm not truly opposed to it. I just want to make sure that I understand what we are getting. Then it comes down to whether we choose Option 1 or Option 2, the two-year agreement or one year agreement. The two-year option offers many more services. You can go with the one-year option and if we like it, we may want to consider the two-year option next year. So, there are different ways of pursuing this.

Mr. Dale: At this stage of the game, the way I look at this is it costs \$90,000 according to the balance sheet.

Mr. Carnesale: Are you deriving that from the three tee times per day?

Mr. Dale: Yes, the three times per day. So that's \$90,000. We will get a website, a call center and marketing. All of that added up in my mind is roughly \$20,000 in benefit that we would have to pay. The one that really sticks in my head is the person calling the call center, at Midnight to get an actual human, to cancel a 7:00 a.m. tee time, versus that person sleeping in and not showing up and then we have nobody going out. So right off the bat, that lowers us down to \$70,000 in terms of what it is costing us. Then you go with the fact that a good chunk of those tee times wind up not being playable. So, you have to figure at least a third of that \$90,000.

Mr. Carnesale: Where are you going with this?

Mr. Dale: In essence, it actually costs us about \$30,000 to \$35,000 to have the GolfNow system.

Mr. Carnesale: Okay.

Mr. Dale: That is the way I look at it. To me, I sat and listened to them. I agreed with them that they are the big dog in the business. They own the lion share of market share. I heard what Dave said when he went somewhere in Florida and got on GolfNow.

Mr. Bedwell: The only game in town.

Mr. Dale: I say we go with it and if we are getting additional marketing out of it, then so be it. I don't foresee in the near future getting rid of it right away. I would rather get the additional marketing out of them.

Mr. Bedwell: Didn't we hire someone to do the marketing?

Mr. Dale: We did hire someone to handle the website and the other things that go along with that.

Mr. Carnesale: It sounds like you are leaning towards the two-year option.

Mr. Dale: I am leaning towards the two-year option, just so everyone knows where I am at.

Mr. Bedwell: Rob, I have a question. Michelle, I asked you to speak with the woman we deal with at GolfNow. How do you feel about working with her? Does it look like something that is going to be conducive for a good relationship?

Ms. Webb: I called and spoke to some guy. He said he was going to see what they had to offer. He is not the actual marketing person. She is our contact person.

Mr. Bedwell: Michelle, do you feel comfortable with the organization?

Ms. Webb: Yes. I think they would be very helpful.

Mr. Bedwell: Thank you.

Mr. Dale: Especially as we look to events like we are talking about in June with the International Women's Day, we are trying to market ourselves as the only golf course in the county and in the area that is paying any attention to that. That is a way to get us on the map. Dave, what do you think?

Mr. Bedwell: Two years because I'm just looking at what you get from one year to two years and you get the upgraded marketing service and upgraded golf course website, which includes reviews, which people read. That is what I read. All hardware will be covered for upgrade whenever necessary. That isn't in the one-year agreement. If you think this cost \$30,000, we can't replace it for \$30,000.

Mr. Dale: Exactly.

Mr. Bedwell MOVED to approve the GolfNow Agreement for two years and Mr. Carnesale seconded the motion.

Mr. Showe: The motion would be to approve in concept, the two-year agreement and delegate authority to the Chair to execute when it was in agreement form that subsequently addresses the terms and the items we are receiving.

Mr. Dale: Do you have other concerns?

Mr. Carnesale: No. That's it. I think based upon the description here, everything on here is part of Option 1, the two-year agreement. I don't know that we need that clarification. It was really whether or not, we were going to go with Option 1 or Option 2. Everything on here is part of Option 1 based on the description. The other piece that we wanted to mention, which was a big one, was the \$350 payment. The checks you have been signing go away.

On VOICE VOTE with all in favor approving the GolfNow Agreement for two years in concept and delegating authority to the Chair to execute the agreement was approved.

E. Discussion of Golf Cart GPS Units

Mr. Showe: We will open this item to the Board for discussion.

Mr. Dale: We had a lively discussion two weeks ago.

Mr. Bedwell: As I understand it and correct me if I'm wrong, Tim, this GPS now costs \$700 per month and is a month-to-month lease.

Mr. Melloh: We had a four-year lease that was \$11,000 per year. When our lease was up, they came to us and said, "*We will put you on a month-to-month and drop the price to \$702.*" So that's where we have been for approximately a year now.

Mr. Bedwell: Is there a cost to remove all of these GPS systems?

Mr. Melloh: Just minor labor other than we have on the cart path. No sophisticated labor needs to be done. We can do that in-house for sure.

Mr. Bedwell: Where I'm coming from is I stand down there in the morning and ask people who I know, "*Why did you come here.*" They usually say it's a great layout. The greens are fabulous. They enjoy the GPS. I never had anyone say no. I didn't ask if they used it. The key for me is a risk you are taking because with 20 individual tee times per month at \$35, you are not

going to save \$700. You are not going to get more players because you removed the GPS. I personally think you are going to lose some players who live close to Duran. It only takes 20 individual tee times a month at \$35 to wipe out the \$700. Let me give you an example of another way it could be done. Right now, VEMA on Thursday is fairly slow because it is overgrown. If we take out the GPS, I predict the time it takes for them to clear so Chris can open it up and start selling tee times, could be half an hour.

Mr. Melloh: We got it down to a science. We already sold tee times.

Mr. Bedwell: So, we could lose tee times. I can't tell you how many because I can't compare this month to the previous year. I couldn't approve what I'm saying, but it speeds up play. I just think that we are taking a heck of a risk. You are not going to save \$700. I'm convinced of that. Enough people that decide to come here still go to Duran three times a month and come here maybe once because there is GPS and we could lose them. So, I'm convinced that you are not going to save \$700.

Mr. Carnesale: Last year, when we had our election, one of the things that we were aiming to do was to make the golf course self-sustained. There was not an overall community support for the bond, but the people who voted for us, want to get the golf course to be self-sustaining. Self-sustaining requires an increase in revenue, some of which we are seeing this year, but there also has to be some sort of expense cuts as well to partner with them. I proposed price cutting the GPA because it does not impact the quality of the golf course. Our experience outside of here is that we have golfers from other courses that use a GPS watch through an App on their phone or a range finder. I also indicated at the last meeting, if we don't cut this, what else would be cut? I haven't heard anything about that. So, I don't think a lot of people here tonight indicated that they want to keep the GPS, but that is not representative of the entire community.

Mr. Bedwell: You are not going to save \$700.

Mr. Carnesale: We will cut expenses of \$8,400 per year.

Mr. Bedwell: But you may lose revenue of \$8,400 per year.

Mr. Carnesale: I don't believe that is true.

Mr. Bedwell: You are going to lose some revenue.

Resident (Diane Schnellhammer, Braywick): I just want to say something.

Mr. Dale: The public comment period is over.

Mr. Carnesale: I was listening to what you were saying. You indicated that based on your questioning, everybody that gave you reasons for coming here, but the only time that they said any comments about the GPS, is when you asked them specifically that question. We don't have a bunch of people that said, "*I come here because.*"

Mr. Bedwell: I know.

Mr. Carnesale: I'm just trying to clarify what you said. If they are coming here because of the greens and other reasons relating to the golf course, that seems to be a back burner issue. Yes, they may like it. I'm not saying they don't, but it's not the reason they were coming.

Mr. Bedwell: I think you are going to save \$8,400. The question is how much revenue you are going to lose. If neither of us can prove either side, I think you are going to lose revenue.

Mr. Dale: Paul, do you want to add anything?

Mr. McCarthy: Yes. When I was walking my dog, I walked through the parking lot to see how many cars were from out of state; Illinois, Indiana, Louisiana, Missouri, Massachusetts, Maryland, Michigan, Montana, Minnesota, Nevada, North Carolina, South Carolina, New Hampshire, New York, New Jersey, Ohio, Pennsylvania and Tennessee. On Tuesday, Wednesday and Thursday, we had 50 cars from out of state. So, if someone is coming from out of state, having a GPS is an important thing. I've been there with my dog and someone would come by and I would say, "*Hey, did you enjoy the golf course.*" They said, "*Yes, I loved the GPS.*" Many times, that happened. They talk about that. In terms of what Tim has done appropriately in his marketing, the two things that I think that really sell Viera East are Tiff Eagle Greens and a GPS. Thank you.

Mr. Dale: Thank you, Paul. I am going to add my two cents. Some of this we have all heard before. This golf course does not make money. This golf course loses us money every year. I didn't open this for debate. I'm simply sharing it with the Board. It does lose money. Those who say it doesn't lose money needs to look at the number that Tim threw out, the \$18,000 we made last year. To say that \$18,000 made us money, is equivalent to saying, "*Well I can afford my house. I pay that mortgage payment, but when the roof goes and I need a new paint job, a new refrigerator or air conditioner, I am not going to have the money for that.*" That's where we are at with the golf course. We don't have the money for the capital items, which is why from the very beginning, we talked about our goal for the first year, which was to try to get at least \$100,000 of additional profit. Not revenue. I don't care about the revenue.

Revenue means nothing. You can jack revenue up 100%, but if your expenses go up correspondingly, it means nothing. We all agree that we are not willing to make the golf course look less presentable. We are not going to take away from grass seed or fertilizer. That affects the beauty of the golf course and is not something we are willing to go after. What that leaves us with is we have a handful of things like this that are a want. That is what the GPS is. It is a want, not a need. You don't need a GPS to play. You want a GPS, but I can take my phone out on the golf course and get a beautiful range finder just off of an App or our Social Media Coordinator can put directions on every cart on how to download that App onto the smartphone. Where I'm at is if we eliminate the GPS and save some money on the insurance and \$350 per month or \$5,000 per year for the Turf Consultant, all of a sudden, those \$2,500 and \$8,400 expenditures start adding up into real money. In my estimate, if we were to be able to get rid of the GPS', we are at \$40,000 in savings now all of a sudden for the year. That is contingent on the insurance. Then we have other items on the agenda where I think we can get revenue increased significantly. I also think that on the insurance side in less than a year, because of some of the nuances there, I think there is going to be considerable savings for insurance. So you start throwing all of that together and it starts getting us to that \$250,000 several year goal, which we are going to need because we have used up our bond money and nobody is going to want a tax increase or a special assessment in seven years when we need to redo the greens or when there is an issue with the bulkheads or we have something happen with the sprinklers in 10 years and we need to get another pump station, which was \$70,000.

Mr. Melloh: It was \$158,000.

Mr. Dale: It's sort of like I'm a financial planner. One of the things that any good financial planner is going to tell you is you need roughly six months of liquid in case of an emergency. Not only do we not have that, we can't even afford the house that we are living in. I'm sorry that I'm on my soapbox, but when it comes to the want issues like the GPS, as a community, we were elected to get the golf course self-sustaining and profitable. I don't want to affect the beauty of the golf course, so that leaves us with very few options. That is where we are with the GPS. At this point, is there any further discussion? If not, we need a motion to remove the GPS from the golf carts.

On MOTION by Mr. Colasinski seconded by Mr. Carnesale with Mr. Dale, Mr. Colasinski and Mr. Carnesale in favor and Mr. McCarthy and Mr. Bedwell dissenting, removing the GPS from all golf carts was approved. (Motion Passed 3-2).

F. Discussion of Cart Path Extensions – Requested by Supervisor Dale - ADDED

Mr. Dale: This is an issue that I asked Jason to add onto the agenda today. We had an issue a couple of weeks ago. I am not going to get into the issue.

Mr. Colasinski: What is the goal?

Mr. Dale: The way that I look at the issue is it was a blessing in disguise, because it got me to crunch numbers as to the lost revenue we are experiencing on an annual basis. I'm just talking about a five-month period from April until August. What I am coming up with is that we are losing roughly about 90 days during that timeframe to weather. Is that the ballpark?

Mr. Melloh: Some of those days are partials.

Mr. Dale: I get that you are not going to get some of those days back because of hurricane conditions or you get the Florida monsoons. Regardless, there are about 90 days in total that we are giving up on inclement weather. What we have to weigh that against is what that translates into dollars. Let's say there is no way we would get 50 of those days, if we only get 40 of those days and were able to play the golf course because of cart path extensions. The reason that I'm hearing, based on our issues, is because we will tear the golf course up if we get out and play. I understand that and I agree. We don't want to tear up the golf course, but if we had the cart path extensions and we can get 40 of those days back, not only would we get the course, we would have the restaurant open making more money. From those 40 days, my estimate is if we were able to get half of those days at a \$30 rate and then we only take a portion of that, we are losing roughly about \$60,000 a year in revenue to inclement weather. The Property Appraiser's website has an incredibly new feature. I didn't realize it had this feature. Our playground consultant mentioned it to me. It has a measurement tool that I can use to measure the cart paths. I know that we have 8-foot sidewalks for the cart path because of that tool. I was able to do this on the back nine. I imagine the front nine is going to be comparable. I measured the back nine and came up with roughly 5,300 feet that we would have to lay sidewalk or pat down. It's probably comparable on the front nine. If we were to do an 8-foot sidewalk at a 4-inch depth, we are looking somewhere at \$250,000 to \$300,000. Where I got the numbers from is from what we

are doing in Woodside Park. If we were to do a 6-foot sidewalk, we are probably looking at between \$200,000 to \$250,000 to do extensions. Of course, we would want to get a bid on this and see what kind of numbers we are actually talking about, but here is where I'm at. It would cost \$250,000 to generate \$60,000 a year in revenue. That is almost a no brainer to me. We are buying a car and in five years the car is paid off. Then we have a mode of transportation that is nothing but pure profit in five years. The reason why I added this to the agenda now is we are talking about doing the irrigation. I don't know how that conflicts with irrigation. I don't want to put the cart before the horse. That's why I say this may have been a blessing in disguise. If we were going to proceed with cart path extensions, we should do that probably before installing the irrigation system.

Mr. Melloh: No probably later because you don't want to cut into the new cart path extensions. They have to run the main line in a certain way. So, we are better off to do the irrigation system first and then we would just be laying the cart path on top of it. I will send you and Steve this email, but when we came up with the bond projects, if you notice, the cart path extensions were \$175,000. I did every single hole, tee and green based on what you said how you use that same tool you are talking about just about every single day. It is a measuring tool. It also gives you the area. If we want to know how many yards of dirt, we need for a sand trap, we can figure that out from there. So, I came up with \$175,000, but did the same thing. We just recently did #2. We did 200 feet back in September and #2 was our worst area because these cart paths must have a flair to them. Our golf course wasn't designed for multiple cart paths, so we have to get them to a certain area where they could hit a ridge and be on the high area to not tear up the golf course.

Mr. Dale: Right.

Mr. Melloh: You are right. If we did spend that \$175,000, it may be a little bit more now because I did that close to two years ago. We would definitely earn more money. There are days where it was just too wet to send people out in certain areas. The golf course was built in two different stages. The back nine was built first. It had much larger greens. The front nine had much smaller greens and narrower fairways. They never put sub-surface drainage on the golf course, where there is a drain here and there and then they grade everything to drain into that sub-surface drainage. It was way out into the rough. Now everything is silted over and the water won't drain or you go to places like Duran and Baytree. The way our golf course is designed,

fairways are crowned like the crown of a road and everything is meant to drain way off into the deep rough where it silts over. So, when it is wet out there, we try to tell people to please stay in the high areas of the fairways, not the roughs because that is where they would do the most damage. What we want to do is to take it out so far and then flair it. That will get us past certain wet areas like #5, #6 and #8 down the front nine. If we can get them into the cart path, we can then play those holes. Your assessment is right. There are just certain times, we haven't had any revenue yet this year, because it rains all day or in the summertime when we had a lot of problems. We have a Thoraguard Lighting System. When it goes off, it goes off automatically.

Mr. Dale: It is a safety issue.

Mr. Melloh: Right.

Mr. Showe: That was required by our insurance.

Mr. Melloh: Right, but sometimes it is four or five hours before it goes off.

Mr. Dale: That's why I said we are not going to get all of those days back, but we will get a portion of them back.

Mr. Melloh: Absolutely. I think if we have better cart paths, we will definitely see a return on our investment, which is what you indicated early on that you want to see

Mr. Bedwell: You are not talking about a tee to green cart path?

Mr. Melloh: No. Our golf course is not designed for that. As an example, on #2 you can't go to the right side of the bunkers so the only place to run a cart path from the tee to the green would be to go right down the right side of the fairway. Nobody wants to stand on a tee box and see a cart path where you can hit it and bounce it in the bunker or bounce it out of bounds. To be honest with you, it would be a waste of money to have a wall-to-wall cart path, only because we still have a lot of high and dry areas. We just have to do the extensions to get people to those high and dry areas.

Mr. Dale: I don't want to start this fight yet, but we talked about bunkers in the past, taking out irrelevant bunkers to be able to continue a cart path extension, if that makes sense.

Mr. Colasinski: What Tim is saying is that there are some high areas.

Mr. Dale: I understand.

Mr. Colasinski: Taking out that bunker may not do what we are looking to accomplish because it may be down below the high ridge.

Mr. Dale: I understand.

Mr. Melloh: Exactly Steve. Using #2 as an example, we have two large bunkers that is the design feature of our golf course cart path and two on the left-hand side. They are up in the air and have a great visual from the tee, but the second or third part of that whole thing is it protects the houses from people who were slicing. If we were to take the bunker out, then we are exposing those people to those houses that are in the landing area that ordinarily would've landed in the bunker.

Mr. Dale: I understand. It's all part of the consideration.

Mr. Melloh: If we decide that we want to eliminate some bunkers, I suggest that we employ a golf course architect that is familiar with situations like this.

Mr. Dale: Knowing the golf course the way you know it without going wall to wall, if we were to talk extensions, is that going to be enough to be able to keep that golf course in place on some of these days where we get a shower in the morning?

Mr. Colasinski: I had some absurd idea and you may still think it's absurd. Getting people, a place and then trying to guide them along that high spot, for example, a lot of golf courses have posts for yardage of 200, 150, 100. It's usually for people mowing the grass and fairways; however, at those marks, if you have two posts out there not right next to each other, but a ways apart, you can actually guide people to stay between the posts and the area in between the posts to represent the high area of the fairway in which we want them to drive.

Mr. Melloh: It's something to consider for sure.

Mr. Colasinski: It's not a solution. It would improve our chances.

Mr. Melloh: The footages that I came up with, which I will send to you, there is obviously some need of an adjustment. At the time, we had done some cart paths and I used that price per square foot, but that was two years ago.

Mr. Dale: I'm sure that we would get some sort of a bulk discount for what we are getting for Woodside.

Mr. Showe: Obviously we don't have anything for the Board to approve tonight, but it sounds like there is a lot of consensus to look at this. It is a bond funded project. It is clearly in your bonds.

Mr. Dale: Right.

Mr. Showe: I think the best bet would be to have Tim get a proposal.

Mr. Dale: Let's give Dave a call.

Mr. Showe: The reason for that is if it exceeds a certain dollar amount, we may have to do a public bidding process where we just put together a public bid if it is over approximately \$200,000, but I don't think we know that.

Mr. Dale: Right.

Mr. Showe: So, I think it's best if he just gets a bid. We can look at it and then we can decide the process you want to go through from that point. I think it's important to at least have a ballpark.

Mr. Dale: That's where I was going with it.

Mr. Melloh: I think that the scope of the work would be that we would want to have a couple of bids on this.

Mr. Dale: Right.

Mr. Melloh: When you are talking about #3, #4, #5 and #6, especially the tee box areas, there is no road there. They would have to drive a Georgia Buggy three quarters of a mile to get to the green on #5. Again, it's a long way. They would have to employ probably two or three Georgia Buggies to get that accomplished and would have to figure out where to park the concrete trucks.

Mr. Dale: Should we be talking about the front nine instead of the back nine?

Mr. Melloh: If we are going to do this, we need to do both sides.

Mr. Colasinski: Let's start with that and go from there.

Mr. Melloh: Yes.

Mr. Dale: Let's start with it and see where we are at.

Mr. Showe: My only comment with just getting an initial bid is the dollar amount of that initial bid will drive which process we need to go through.

Mr. Dale: You're right.

Mr. Showe: Vendors are squirrely about things and if we say, "*Hey give us a bid. Now I need you to fill out this other thing to get a bid.*" we can figure out what the process is. I would definitely never recommend a project of this size without multiple bids regardless of the process. I just don't want to waste a lot of vendor's time.

Mr. Dale: That was one of our campaign pledges.

Mr. Showe: We don't want to get them aggravated.

Mr. Carnesale: One of the things that I like that Tim just talked about was that does not interfere with our fixing the drainage and fixing the watering system. Because he said that should be done after. That doesn't postpone the major fixing.

Mr. Colasinski: Our costs are cheaper. You don't have to burrow under them.

Mr. Melloh: Or saw through them and things like that. There is going to be a little bit of that, but that's going to be part of the bid package. To go in there and throw more cart path in there, they are going to have to bore under or things like that. So, I think after that's done, then we go in and do the cart paths.

Mr. Bedwell: You won't get involved in something like cart paths only because they won't do that. In other words, they have to walk into the fairway.

Mr. Melloh: Luckily, we don't have to do that. There are a lot of golf courses that don't have cart paths. Wall to wall, they still do what's called a 90-degree thing where you have to drive out and do 90 or they will tell you to keep it in the rough and you have to walk out to the fairway.

Mr. Dale: But we would be talking about doing that on inclement weather days.

Mr. Colasinski: We could get them to the ridges.

Mr. Melloh: If we can get them to the ridges, we are better off. That's why I'm saying that we are better off because our fairways are like the crown of a road. So, we can get them to that ridge. As an example, #2 is down here and you are heading to a fairway that's crowned and up here. Down in this area here is like a swamp, all silted over and mucky. We could never get carts through there when it rained a lot. We did the 200-foot extension. Now we can get by people past that area to the ridge on the fairway. That has helped out tremendously.

Mr. McCarthy: If you have a cart path that is 150 yards on a par four and a person only hits it 110 yards and they miss the shot, you don't want them to take their cart into that muddy area.

Mr. Melloh: Right.

Mr. McCarthy: The golf carts need to stay on the cart paths.

Mr. Melloh: Right.

Mr. Dale: Just on inclement days.

Mr. Carnesale: When the golf course is that wet, it would be harmful to the golf course.

Mr. Dale: Right.

Mr. Melloh: Looking at the rounds of golf, in a four-to-five-day period of time, we had close to eight inches of rain.

Mr. Dale: That's a lot of rain.

Mr. Melloh: It's a lot of rain. We had to close the golf course for two days. Like I said, we don't needlessly shut the golf course down.

Mr. Dale: It turned out to be a godsend because it got this conversation going.

Mr. Melloh: I will talk a little about Duran and Baytree with their cart paths wall to wall. That is not always the godsend that it always is because people don't want to go, like Paul said, hit their ball down the left side of the fairway like in the left rough and the cart path is going down the right side of the hole. Now they have to walk 50 yards all the way over there, get their ball and walk 50 yards back with their golf cart. So, a lot of times people call up and say, "*Are you guys cart path only?*" If they say yes, they are not playing.

Mr. Bedwell: People will avoid that.

Mr. Melloh: They will avoid it. A lot of people don't. A lot of people say, "*Man, I don't care if it's a blizzard outside, I want to play golf, especially this time of year.*"

Mr. Carnesale: But they have a choice.

Mr. McCarthy: It's good to have a choice.

Mr. Melloh: The one day we closed, I did go by Baytree. Duran was closed, but Baytree was open. They had about 40 cars in their parking lot, which means they were doing some business. Do they have private carts on that course?

Mr. Colasinski: Yes, they do actually.

Mr. Melloh: I didn't know. You don't see the real fancy ones.

Mr. Dale: On days like that, we don't get enough business from the range?

Mr. Melloh: The range is the worst. It will sometimes be closed down two days after we opened back up because of all of the silt and muck. Golf balls are 50 cents each or \$43 for a bucket of range balls that someone is just going to bury in the muck so we have to be careful with that. We tried to open it up. Maintenance staff does a great job with all of that. It dries up fairly well. It dries up better in the summertime believe it or not, only because the grass is growing and it's absorbing the water. Now it's not growing. It acts like it is on vacation and it is not absorbing. That why we fertilize because the grass is going to take up nutrients.

Mr. Dale: So, when are you going to get with a contractor to do an initial walk through and ballpark quote?

Mr. Melloh: I will contact our guy who has done a couple of cart paths for us, not only on the golf course, but in the District down by the scrub jay habitat. I will get a hold of guys like Mr. Dave Bell. The strictly concrete guys are a tough breed. They have so many projects going on. This project was a bigger one, but it took us a month and a half to get him to do that 200-foot section. He was waiting for a two-to-three-day period of time between two of his bigger jobs.

Mr. Showe: This might actually bring them out, but when you are trying to do projects under \$50,000, it is a nightmare to get somebody.

Mr. Melloh: It was a \$9,000 cart path. He's not dropping a \$60,000 to \$70,000 job to come and do a \$9,000 cart path.

Mr. Dale: I understand.

Mr. Melloh: I will contact him and say, "*Do you want to talk more about a bigger project?*"

Mr. Dale: Let's get the ball rolling.

Mr. Melloh: I will contact the Dondo people too because they do good work. I thought he was more of a construction guy.

Mr. Dale: He is kind of a jack of all trades, but more concrete. Let's talk to them and get the ball rolling because we are getting into that wet season and time is money.

Mr. McCarthy: Tim, on the 15th hole as you approach the green on the right-hand side, you have certain material down there. What is that?

Mr. Melloh: That is shell hatch. We chose that four or five years ago, because when we were doing all of those paths, this area was an ugly mess. It showed the golf course poorly for people coming down Murrell Road. We would have to go out there and get people unstuck from that area. It is right by the green. We had done that in a lot of our landscaping beds in different areas and a few cart paths. We wanted something that was white. I'm a firm believer in bright white sand, bright white landscaping material and emerald green grass. There is nothing better than white and emerald green. I'm not a fan of coquina, which has an orange tinge to it. I don't think it shows as well. It comes from a mine in Clewiston. Unfortunately, it is an expensive product because you have to pay \$250 in shipping charges for them to bring it over here. So that's what that is. We haven't done any of that recently because if we are going to try to trim

things down, that is probably one of the things we can probably not eliminate or maybe not do as much as we were doing previously.

Mr. Colasinski: What is the life cycle with that?

Mr. Melloh: There are a lot of beds out there that are breaking down right now where we did them four or five years ago, but it has a good lifecycle. There are little white shells.

Mr. Colasinski: I just wanted to understand what that was because in areas where a cart path may not truly be adequate, I was wondering if we could use that to supplement those areas?

Mr. Melloh: Yes. Like #8, we did that temporarily. We may leave #15 alone because that seems to work really well there.

Mr. Colasinski: It does. I was just curious about that. Thanks.

Mr. Dale: I was going to hold off on the Supervisor's Request portion, but we have people in the audience that I think this directly affects. So, the issue going on that I heard about last week was about the muddy swamp area. Would you please, for the sake of the audience, clarify that because some people here may live in that general area?

Mr. Melloh: Yes. We removed a lot of Palmettos and Palm trees to increase the air circulation and help dry that area up. The root cause of that is when the golf course was originally built, there were no homes on the left side of the hole. The drainage was meant to drain off into the deep rough and hit some of these sub-surface drains. There were not many of them. They continue to drain out through where the houses are. So then when they built their homes along the left side of #6, they had a four-and-a-half-foot long path and they created a valley, so all of the runoff from the roofs of these homes ended up in that area. There is no fault in any of these drains or anything like that. So, it was our plan to help because everything was so shaded. There was no air circulation. Now we have some air circulation. So, we created a retention pond and are trying to get everything sloped so it goes into the retention pond. Then they have to run a 6-inch pipe to one of the existing sub-surface drains in the hopes that it will take some of that water away. That goes all the way down to the sand trap, but part is by the green.

Mr. Colasinski: It is kind of a French drain.

Mr. Melloh: It is not a French drain when we run a 6-inch pipe. Hopefully that will drain some of the water off. The problem with that area too is from I-95 where the tennis courts are, it all drains into that area too. Steve and I were out there today looking at that site. It's a nightmare.

The ultimate solution to that problem is we need to bring in an engineer to figure out how to put in sub-surface to drain the water back to the pond on #5. What that would entail is putting in the sub-surface drainage and then bringing in yards and yards of silt so you are creating some mounding so when the water does come, it sheet flows down the hill right into the surface drain. Right now, it is flat as a board.

Mr. Colasinski: That's a couple of hundred yards, isn't it?

Mr. Melloh: Oh yeah, especially from the greens, it is probably 300 yards.

Mr. Dale: A drain would be required.

Mr. Melloh: Yeah. Like I said, we have some drains, but it just doesn't seem to work.

Mr. Dale: So, the way I'm understanding the stop gap interim measure, is that it fixes it for the residents. Like I shared with you, they were pretty hot on Nextdoor. I understand. I wouldn't want to look at that in my backyard also. Also, when the conditions are like that, you can't bring in heavy machinery because of all the ruts. So, we are kind of in a catch 22 situation. It sounds to me like that the stop gap measure is to create a retention pond or some sort of residual pool.

Mr. Melloh: We've done that. It's all gone now. We have a nice berm around the retention pond and there's more to be done. We are going to have to sod some areas and put some Fakahatchee grass in there, which will soak up a lot of water. We will continue to try to grade it so it all goes towards that area. Hopefully we will have some success with the pipe in the ground to go to the existing 6-inch pipe that we have.

Mr. Dale: Will you do me a favor? This isn't an emergency, but do you remember Ms. Cook who talked to you?

Mr. Melloh: Yes.

Mr. Dale: She was the lady that seemed the most affected by this. If sometime during the week or the next couple of weeks or so, we can give her a call and just let her know what is going on, so there is a communication flow. Because I don't like when residents are left out in the cold on something like that.

Mr. Melloh: I understand.

Mr. Dale: Nextdoor isn't the proper procedure to make staff aware of problems in the District. Actually, Jan and I tried to help out with that.

Mr. Showe: A common problem that we have in a lot of our communities is they think even us as managers are on the Board.

Mr. Dale: Once Jan found out, she was very gracious about it. She got upset because no one was listening, but nobody was on to hear her.

Mr. Colasinski: I think that area looks a lot cleaner.

Mr. Melloh: It does. One of the things that I wanted to note is one resident had no vision of the 6th green at all because of the Palm trees and now she has a beautiful vision of the green, the emerald grass and white sand. She has a much better view. Once we are done with that, she will have an even better view and I think she will be very happy. That is what I explained to her when I spoke with her. We just need time to accomplish what our plan is. I know she was upset and I told her that I fully understand. We are working on it as hard as we can. We just have other projects on the golf course and one of the issues was Scott, our Assistant Superintendent. When we lost Scott, he had to take on the duties of the crew, so it left him with very little time to spend in there. Our new Superintendent starts on Monday. Like I said, Wes has spent some extra time over there.

Mr. Dale: I appreciate you addressing that while we still have people here.

Mr. Melloh: Absolutely.

Mr. Dale: That was a good discussion.

G. Discussion of Irrigation RFP Document

Mr. Showe: Based on the workshop, we removed all of the other items from that project, which was the irrigation. I know it was a large document that we sent out. We can take some discussion from the Board. I don't know that we necessarily need any direction from the Board tonight. You might want to take some more time to digest it and ask questions. I received some questions from the Board earlier today. We are happy to open it up for discussion. Obviously, we can proceed in any manner the Board would like to at this point.

Mr. Dale: I kept my response below 200 pages.

Mr. Colasinski: I had some comments and maybe I'll just email the comments to you and you can spread them to everyone else.

Mr. Showe: Sure

Mr. Colasinski: I'm a little surprised at the volume. We have 454 sprinkler heads that are targeted around the Clubhouse and entryway. I know we don't have nearly that many right now. For instance, in the parking lot, we have the piece of land in between the roads. Then mid-way through, there are little key like sections. Those are filled with rock right now, but yet we have sprinklers throughout.

Mr. Melloh: Well, it goes down the median of the road, both sides of the road and circulates around back behind the parking lot going towards #10. Of course, there are much smaller heads than the big markers that we use on the golf course that show the water at 75 feet.

Mr. Dale: Right.

Mr. Melloh: But that is one of the areas where if the price is too high and we want to cut, that would be one of the places we can cut. Right now, we can't water. We have to turn the irrigation main. There are no electronics. There is whole big nest there, but we can continue to do the same thing that we have been doing. I think our drive with St. Augustine grass and Oak trees looks really good.

Mr. Colasinski: It's hard to grow grass under those trees.

Mr. Melloh: It is. So, you just want to say, "*If it comes in and looks really good, it would be nice to have an automatic system.*" We can discuss eliminating that portion.

Mr. Colasinski: The other thing was, I see where we are actually going to be watering the driving range.

Mr. Melloh: It's watered down.

Mr. Colasinski: Okay. It's interesting because you go to some places, although it's a different scenario, but in Arizona, there are dry range areas. I'm not advocating that here.

Mr. Melloh: Thank you.

Mr. Colasinski: I'm not advocating, but I am trying to understand if it's really worth having. We will take a look when we pull this together.

Mr. Showe: This is the opposite of buying a car. In this case, we are telling you that we want the top of the line, but they are going to price us every option that's in this. If we want to remove power windows, we can. It's the same kind of scenario. So, they built it so you guys have maximum flexibility when the pricing comes in. The bids will come in and you select a vendor. Then you enter into contract negotiations with that vendor. So, you say, "*Okay, we like*

your bid, but we want this gone, this gone and this gone.” We have a price and then it rolls right into the contract the way you designed it based on their bid.

Mr. Colasinski: One of the things that we are trying to do in getting this out there was also to try to keep it open to multiple vendors in an effort to get costs. Tim, how did it work with the Aqua Turf? Did Dewberry contact Aqua Turf or did we go straight to Aqua Turf?

Mr. Melloh: He hired Aqua Turf for the design. There are other factors in there. They will come out and work with the contractors and he will lay out the heads. One of the things that is very important is if the heads are 75'x75', you want the heads spaced 75 feet so it's going from head-to-head.

Mr. Colasinski: Right, because there is overlap.

Mr. Melloh: What's happened on our golf course is when they went to do it, they value engineered a lot of that and spread the heads out. Now what they do is they go from the edge of the pattern to the edge of the pattern. That's why in the summertime, when there is a drought, we can't put enough water on the golf course because the heads aren't spaced properly. Then it becomes brown and terrible looking and we are just belching all of the water we can. Again, he is an Irrigation Designer.

Mr. Showe: Specifically for golf courses.

Mr. Colasinski: It looked fairly comprehensive. Probably more comprehensive than we need.

Mr. Melloh: Scott and I talked about it. Areas with herringbone design use HDPE piping instead of a 20-foot section of PVC pipe. It is going to last the CDD for 30 years. HDPE piping will last 50 years.

Mr. Colasinski: The only thing you typically run into is whether the heads are still available in 30 years because they change over time. The other thing was it is very clear to tell where the Dewberry portion of this proposal is and Aqua Turf. There is some overlapping in their redundancies between the two sections as far as what is being stated. I would like to see if we could potentially clean it up so that it's simpler for a contractor to review. Because it's 200 pages, it's fairly substantial in size. The other thing was, when we talk about getting irrigation to potential contractors, there is a stipulation for the contract having two projects of full 18-hole golf courses in the last two years. Doesn't that constrain our possibility as far as the number of people that can do the work for us?

Mr. Melloh: Yes. I see what you are saying. You want to get qualified people.

Mr. Showe: We have a similar comment from another Board Member. We took it to the engineer and he went to Aqua Turf. His recommendation is because there is a lot of specialization with this type of work, they are going to be doing this while the golf course is open so you need someone who understands golf, understands the impact that they are going to have on play while they are working and understand the industry.

Mr. Colasinski: What I'm getting at is there may be a significant difference in price so that might be criteria that we use when we receive the proposals. That might be something we want to say, "*Okay, how much have you had?*" I wouldn't necessarily want to consider it as a qualifier, but I would want to consider it as a discriminator when it comes to making a selection.

Mr. Showe: The only challenge that we have to look at is depending on how you word that statement, there was a suggestion that we use maybe the preference given. The problem when you enter into that is that the Board is going to be ranking all of these bids, so you need to also consider that if you get 20 bids, even from folks who may not have the qualifications to do it, you are going to have to go through each one of those and at least look at them and rank them. Now your engineer is going to do the same. Their scope is for them to look at all of the bids and give you a recommendation based on your criteria. The more proposers you open it up to, that is good for our pricing option, but that's more volume that you are going to have to consume. It could be people that you may not necessarily want out there. That is the plus and minus of it. I think the guy from Aqua Turf said he already has six vendors that would be willing to bid this project.

Mr. Dale: That was actually a concern for me. I understand what he is saying. Forget about all of the nitpicking that I did on my questions. They did a good job of answering most of them. I didn't like the way that he answered the core issue. He said, "*I know six people that are going to bid on this project.*" That is my problem. You guys saw my email and my comment about the bulkhead. We were 100% over budget with the bulkheads and they cost the District a lot of money. I saw Dewberry's reasoning and rationale, but I still hold them accountable on that. The core of what I want to see when we get these bids, is if we have one or two bids at the end stage of the bidding process, my vote is going to be not to proceed, because that is not enough to have enough competition. That tells me there is something wrong with the project and the bidding process and so on. His comment, "*I know six people that are going to bid on this*

project,” scared me. I hope that is the minimum we are talking about. What I want to see is some proactive calling of different contractors. I don’t know anybody in the irrigation business.

Mr. Melloh: It is golf course irrigation. Then you couple that with being able to install a two-wire system.

Mr. Dale: Right.

Mr. Melloh: Because there are a lot of electronics that they have to hook up to the ground.

Mr. Dale: I want people bidding on this that he doesn’t know. So, let’s open the phone book.

Mr. Showe: Part of what happened, even with the bulkhead project, is when we get to the point where the Board said they are going to move forward. We know that it is going to be advertised in the newspaper, for example, on March 15th. You need to have that ready about two weeks in advance anyway. Tim and I are already looking online for every vendor we can find and are already reaching out to them saying, *“Hey, by the way this is coming up, we know it’s coming up, are you interested?”* We did that with the bulkheads. I personally found seven different vendors. I think 11 picked up a bid package.

Mr. Melloh: Twelve picked up a package. Three of them showed up to the pre-bid conference. At that point, Lanier, was the only ones that put the bid in. When they submitted the bid, they had no idea that the other two weren’t going to put in a bid. So, they are still sharpening their pencils and trying to get the job. They said, *“We are going to be the only ones putting in a bid so we are just going to jack everything up,”* because they would never have known who wasn’t going to put in a bid. Now, it was kind of discerning that you had 12 people pick up a package online and only three of them showed up for the pre-bid conference. I saw that at FSU because there is so much red tape that you need to get through governmental-wise. A lot of them just don’t want to do that. They just want to come in and say, *“We can do this for you for \$1 million,”* and the next thing you know it is \$1.5 million because of change orders. So, a lot of these guys prefer not to work with the contract, but they will pick up a bid package and kick it around. I wish there were more people at the pre-bid conference.

Mr. McCarthy: Tim, there was over engineering on the proposal that went out to the contractors? Was it too complicated for them?

Mr. Melloh: After the fact, you can see that the bulkheads were beautiful. We get comments every single day about the bulkheads looking great. Understand that we did this as quick as we could because it was a safety issue. If people were standing on those bulkheads, they would collapse and the people would fall into the water and maybe crack their head on the way down. This is the same way. When we came up with the result bond, Steve referenced something that Mr. Bob Walker did in 2015 with the Master Plan. In that Master Plan, he said that the bulkhead replacement should be about \$190 per linear foot and we have 1,000 linear feet or \$380,000. We had two contractors that we invited to come by and look at the project and they gave us a quote. I have them in my office to sub \$300,000. So, we felt confident that we could get this done for the \$380,000 we put into the bond proposal for the inlets. To answer your question, Paul, it was a very sophisticated design because you have to build a wall out from the current wall. You couldn't destroy the existing green. We probably could've saved a ton of money if we were rebuilding the greens at the same time. Because then the guys could drive tractors across the greens, but they had to do everything from trying to stay as close to the edge as they can. They definitely kept off of the greens. Then of course you have to backfill it with a dredge boat. It's one of those things that at the end of the project, I can see where they spent \$700,000 out there. Did you see the poles in the water?

Mr. Dale: I saw the materials.

Mr. Showe: I think in large part, if it was not a safety concern, had it not been such a safety issue with those bulkheads, I believe we probably would've done the same thing you just suggested with the irrigation. If we don't get enough bids, we are going to pull it. You cancel all of the bids and bring it to a process to make it more conducive to everyone.

Mr. Dale: Just for the audience's benefit, we are talking about a \$2 million project. That is why it is such a big deal right now.

Mr. Showe: It's also 200 pages too. If the county bids out a \$2 million roadway project, I venture to guess that you would be looking at the same of contract.

Mr. Bedwell: Do you think you are going to get more than two or three bids?

Mr. Melloh: I think we will. First of all, it's a \$2 million project. This is not chump change for these irrigation guys. Second of all, if they don't put it in the bid, that means they already have something scheduled, but again, if you have tighter restrictions on what we are asking for and we only get one bid in, I say cancel the bid and then loosen it up. If we can get

three or four bids in from people that are highly qualified and have done the two projects, I think we would be better off. What scares me is getting somebody that has never done much of this before.

Mr. Dale: I understand.

Mr. Showe: Part of the process with this is there is a mandatory pre-bid conference about a week or two after the bids go out. Again, there are things you can do to increase the timeframe. The 30 days is a minimum. If this Board says, "*We want to give them more time to work on a bid,*" you can do 60 days. You have the flexibility to go longer, but there is a pre-bid conference. At that pre-bid conference, you are required to attend if you submit a bid. What happens is the vendors come out. I think we had three for the bulkheads, but they are going to go out on the golf course and look at everything. Then they are going to come back into the room and that's when the vendors can ask, "*Hey, I see this clause in the contract, I don't think that's fair.*" They also issued addendums to the bids so you can make a change to it. You are not locked into that bid document if there is something that really doesn't make sense to these vendors. I'm not pushing you to decide tonight. I just want to give you some comfort that you have a lot of flexibility.

Mr. Dale: Right. As I mentioned earlier, time is money.

Mr. Melloh: I would love to see this \$2 million project come in at \$1 million to save some money, maybe a little less. It's just kind of like the marketplace. It's how busy these guys are. Unfortunately, you have a lot of golf courses now that are experiencing a windfall, if you will, that are now doing some of these projects that they would probably put on hold for a while. Our new Superintendent told me that the City of Melbourne is looking at putting in some irrigation at one or two of those golf courses.

Mr. Dale: The one on Hibiscus?

Mr. Melloh: Yes. Anyway, again, you want to make sure that they have openings and stuff like that. We will see.

Mr. Dale: I'm going to ask the Mayor that question.

Mr. Melloh: FSU will cancel a contract if they don't like what they have. They will have four people put in a bid. I sat in a lot of parking garage bids and they would get four prices in and said, "*We are canceling the bid because we don't like any of the prices.*" Then they start over again and these guys go back to sharpening their pencils.

Mr. Dale: From a personal perspective, I shared my concerns and I think you guys understand where I'm coming from.

Mr. Melloh: Absolutely.

Mr. Colasinski: I will send out comments to you and Jason and you can circulate them to everyone else.

Mr. Showe: I guess process-wise, it's up to the Board on what you want to do. Would you rather send those comments out and let the engineer handle them?

Mr. Colasinski: I would rather send them out and get some response. We had two days to look at them.

Mr. Showe: I understand.

Mr. Colasinski: I'm not going to sit there and keep it for two months either. So, I understand the desire to move it along and I understand the need for replacing it as well. I think that's fundamental.

Mr. Showe: Unlike the bulkheads, I don't think there's a safety concern here. I think we have some ability to exercise a little bit of prudence.

Mr. Melloh: I think I mentioned at the last meeting that ultimately you would want to start on May 15th so they are done by October 15th, but with the bulkheads, which they just finished up about the middle of February, we never had to reduce our prices, even though we were on some temporary greens. We were only on one temporary green when this was going on, but we never had to reduce our prices. We never had anybody complain or anything like that so I feel a lot more comfortable if this project does happen to go into next February and March. I don't think anybody is going to have a problem with it. We will just do one temporary green and I don't think anybody is going to have a problem with it. They will see progress. I think that is what they saw with the bulkheads. I think a lot of people, even new people, saw progress. I think we were surprised at how long it took to get all of that done. We had to get it done that way, but with the irrigation system, I'm fine that we have a late start, like in August and finish it up in March or something like that. I think we will be fine.

Mr. McCarthy: I'm surprised we didn't get any complaints.

Mr. Melloh: I ask Chris every day, especially in the beginning, if anyone complained. I kept looking at the numbers and people weren't shying away. We had really great numbers. There were some days that we were on two temporary greens. The logistics of how it was

working was they had to move from one to the other. There was a day or so where we had to be on two temporary greens.

Mr. McCarthy: The numbers of the revenue held up. That's a good sign.

Mr. Melloh: I don't have a problem with us having to go into our busy season with a little bit of construction going on. Have you played the golf course in Oceanside in Daytona?

Mr. Colasinski: I haven't played it, but I know where it's located.

Mr. Melloh: Scott and I looked at both the Rainbird and Toro systems. Bayhill is putting in the IC system from Rainbird. We looked at that one out there. They actually did the whole project in the wintertime. Of course, that's a private country club.

Mr. Colasinski: The Toro system seemed to have a lot more electronic hardware as well than the Rainbird. That is just my observation in looking at it.

Mr. Dale: We are running long here, gentleman.

Mr. Showe: We will take any comments and we will just keep on reviewing and refining that for you guys.

H. Discussion of District Engineer – Requested by Supervisor Dale - ADDED

Mr. Showe: We touched on it as part of that irrigation document. I didn't know if there was any other discussion.

Mr. Colasinski: The point I'm trying to make is I'm trying to get an understanding of what we can do to improve things. What I'm referring to is we requested a letter for the bulkhead project. We want to get an understanding of why this would go over so much. That's all we wanted to understand. Why? It's not uncommon. Well, we received a memo, but then we also received a bill for \$150 for writing a one-page memo. I don't really believe that is a good business practice when you have a project that is not highly successful financially and then to rub it in a little more by charging us \$150 for a one-page memo. I've been doing that type of work for over 20 years and that is highly irregular. So, I'm trying to understand how we can improve that relationship with Dewberry if we want to work with them again. I would like to get an understanding from them about that, to the Board and not just to me. Because that was a fairly significant overage. In some cases, you can actually sue people for being that far over with the initial estimate. We are past that, but we want to have a better business relationship with them

and I would like to understand how they can do that. Because to me that was a little bit of salt in the wound for a one-page memo for something that was a disaster financially.

Mr. McCarthy: Jason, what do we pay them?

Mr. Showe: You pay them an hourly fee. That is what the \$150 was. It was for a requested memo from the Board. That's why that happened.

Mr. Dale: That's something they should've comped. I do that in my business all the time.

Mr. McCarthy: What was the entire amount that we paid Dewberry?

Mr. Showe: Let me find it. They are the contracted District Engineer for the CDD.

Mr. Dale: Right, but is that a firm that GMS uses for multiple CDDs or are they just one that we already had an existing relationship with? I don't know the history on that.

Mr. Showe: They are a District staff member so they have a separate contract. They are directly hired by the Board.

Mr. Dale: Okay.

Mr. Showe: They have been here just as long as we have.

Mr. Dale: Do you have relationships with other District Engineers?

Mr. Showe: Yes, we do. We have relationships with several. Pricing-wise they are probably right in the middle.

Mr. Bedwell: So, this is like a law firm. If you call them, they are going to charge you.

Mr. Dale: Not really. It's a silly example, but I had a lady that was upset that I work with closely on a fee basis in my business. She was upset that I had kept her cash for a while. Absolutely it was the best thing for her and she actually made out as a result because the market wound up going down, but rather than have an argument with her, since it was for a period of a month or two, I just refunded her fees for that period of time. She was exceptionally happy and I got a lifetime client out of that.

Mr. Bedwell: We have an invoice that we are trying to approve for Dewberry Engineer of \$6,095.

Mr. Showe: That one is out of the bond.

Mr. Bedwell: I have no problem with that one.

Mr. Dale: It's for the bulkhead work.

Mr. Showe: Yes.

Mr. McCarthy: Jason, when you have a chance, email the Board.

Mr. Colasinski: Stop interrupting him so he can get Paul's answer.

Mr. Showe: It's going to take some research. I don't have that specific contract in front of me.

Mr. McCarthy: I don't expect you to have it now.

Mr. Showe: The bulkheads were approximately \$695,000 so I think their contract for the bulkhead management was around \$25,000. I'm still tracking that down. Tim and I are really diligent about trying not to utilize them unless it was specifically requested by the Board, but we typically don't use them. We try to govern that for the Board.

Mr. Dale: I think you said in one of your return emails that you had already passed that sentiment on to Dewberry about this.

Mr. Showe: Yes.

Mr. Dale: I think ultimately that is the only action out of everything we are talking about that can be taken here. With that being said, can you get us the numbers that Paul is talking about?

Mr. Showe: Yes.

Mr. Dale: Let's move on from there.

Mr. Showe: We will be incredibly diligent in terms of using them for anything that is not bond or project related.

Mr. Dale: That is especially the way I feel about the law firm.

Mr. Showe: That will lead into some of the comments we have on the action items. We actually have been utilizing our insurance company that provides the District insurance, because they can provide me a lot of the same comments that your legal team would do without any fee.

Mr. Dale: For \$500 an hour.

Mr. Showe: Yes, we've been doing that.

SIXTH ORDER OF BUSINESS

Old Business

A. Brevard County Lake Planting Grant Update

Mr. Carnesale: That is now actually considered a Viera East Community Focus Group for the Stormwater Education Project. As I said before, we don't want to create committees of this organization because they would become part of the committee. As a result, the committee itself

would be subject to the Sunshine Laws and be able to accomplish nothing because they couldn't talk to each other. The committee members are:

- Terry Mott, Coordinator, Viera East resident and former member of the Board of Directors of the Villages of Viera East District Association
- Carlos Cuevas, Stormwater Program Outreach Coordinator, Brevard County Natural Resource Management
- Jennifer Mitchell, PhD, Office of Communications, St. Johns River Water Management District (SJRWMD)
- Bonnie Wells, Doctor of Plant Medicine, Commercial Horticulture Extension, University of Florida
- Holly Abeels, Florida Sea Grant Extension Agent, University of Florida
- Jennifer Thompson, Environmental Specialist, Brevard County Natural Resource Management Department
- Zachary Eichholz, Sustainability Program Manager and Resilience Planner, City of Cape Canaveral
- Nichols Frank Sanzone, Environmental Programs Coordinator, City of Satellite Beach
- Brendan Skip Keeley, owner of Change of Greenery, LLC
- Bill Macheras, President of VECA Board
- Cheryl Howard, Board of Directors of the Villages of Viera East District Association
- Ann Hicks, Viera East resident and member of Board of Directors of the Autobahn Society

Mr. Carnesale: I serve on the committee as the CDD representative. We are still recruiting members and expect to have at least one resident from each HOA under VECA participating in the Focus Group. We are trying to expand this out so we are a single group heading forward with a single mission that basically everybody can be on board. So that way when we are addressing things, we have the opinions from all ends and we are getting things settled before they become issues. Okay? We already developed a proposed timeframe, creating the initial draft of the Strategic Plan by March 31st. Of course, these are proposed. We plan to have an initial Strategic Plan reviewed by the science advisors by mid-April, present a draft of

the Strategic Plan to this Board in April and circulate the draft Strategic Plan throughout the community for public comment. That way we can use our automated public comment system. That would be somewhere between May and August. We also want to conduct the St. Johns River campaign with the Viera East community from May 2021 through the fall of 2021. Tying that in should help with getting grants and assist in procedures for applying to the Florida Department of Environmental Protection Grant in the fall of 2021. Upon grant approval, we would then assist in the retention pond demonstration site. The choice of that site will be done by the entire committee with approval of all the organizations that are involved; especially if the site belongs to one of those organizations. So that's where we are with that. What we are doing is putting together a lot of experts in their field as well as people that represent the areas as opposed to just the experts, because we want the opinion of the residents as well as the experts. If we don't have the opinions of the residents what winds up happening is you wind up getting all kinds of scientific information. You run that through the system and when it comes back, you have to fight with the residents over where we are going to put this, how we are going to do this, what it is going to be doing, etc. Okay. So, the whole idea of this is basically to consolidate all of that before we actually apply for a grant. So that's an update.

B. Survey Monkey

Mr. Dale: Steve, is there anything you want to add regarding Survey Monkey?

Mr. Colasinski: Yes. We have 135 people and we are ready to go if we wish to initiate any sort of survey with a group of people on any topic or any questions. We can do that.

Mr. Dale: So, if any Board Members have any Board issues or items that they would want to hear from the community on, lets coordinate with Steve through Jason if it's not at a meeting.

Mr. Showe: Correct.

Mr. Dale: We can handle it that way.

C. Farmers Market/Craft Fairs at Woodside Park

Mr. Dale: We are going to keep this item tabled until May.

D. Fire Management Budget/Fire Breaks

Mr. Dale: We are finishing up with Heron's Landing in the scrub area.

Mr. Melloh: It is done. We started to do behind the homes and down the trail. Of course, we got stopped for two days. That is the problem we have.

Mr. Dale: At the sixth hole.

Mr. Melloh: That's the problem we have constantly going through all of these fire breaks because everybody's house pad is nice and level across. You especially see it when they are able to cut the fire line. You have some low areas that will hold on to the water for a long time. Of course, we are using our second mulcher, but we still have what is called the multi-terrain loader, which they have been using for years. It is lighter weight, so we want to keep moving as much as we can, based on your request to try to get everything done as far as we can before we get into the wet season.

Mr. Dale: Just as an FYI, we are trying to hit Auburn Lakes and Osprey before the complete wet season is here. So spread that word.

Mr. Melloh: I'll have an interesting thing for you considering the equipment when I get to my report.

E. Action Items List

Mr. Showe: The first item is the dog park. I don't know if you want to give any updates, Rob.

Mr. Dale: We are in the process of getting a draft from our architect on the playground. I think I shared with everyone at the workshop that it's a lot more complicated building a hill than was first realized. You have compaction rates and all sorts of things. I heard from him via email today and he said that he is in the process of developing the schematic and architecture on that. As soon as I receive it, I'm going to our engineer and then to the county. It's starting to sound like within the next week or two, we are going to be starting on the dog park. The first thing that is going to happen is the split rail fence is going to go up in the different areas. In the dog park area where there is a chain link fence, that will be moved and set accordingly. So, we are about to start rolling. One thing that I did confirm today through the Pieloch people was what we are going to receive. They are taking care of everything in the dog parks; the pads, benches, Adirondack chairs and umbrellas. What they are going to provide for us in the natural playground are the umbrellas. We are going to have two pads in the playground. Apparently, you mentioned 4x10 for ADA, but according to our concrete guy, he said it's 5x10. I don't know

which it is, but we are going to have two 5x10 pads, four benches, a 14x14 pad that is going to have a picnic table, bench and Adirondack chairs from the Realtor Association. Thank you, Janet. That is going to be part of the donation package. They are also going to give us umbrellas. With our memorial/wish list, I think we should get that done now. At least for the benches, lets establish a price because those benches take six to eight weeks minimum to order. I confirmed that there is \$650 with tax. So, if we are going to pad that somewhat, that's up to the Board. If not, what we are looking at is we are being provided with two benches and a picnic table in the playground. We need one additional bench on the playground and seven pads.

Mr. Colasinski: Quick question.

Mr. Dale: Sure.

Mr. Colasinski: When it comes to the donations like that, they actually have to buy something, correct?

Mr. Dale: Correct.

Mr. Colasinski: With regards to the tax-exempt status?

Mr. Showe: The way that it would work is that I will bring you a final policy for the workshop. I think what Tim and I were struggling with earlier was the butterfly garden, but you can change that policy later if there's something you want to add to it. If there's an expediency issue, we will just put one together without the butterfly garden for now. We can bring that to the workshop. You can approve it at the next meeting as a policy. The way it would work is essentially they would write the check to the Viera East CDD. We would purchase that equipment using the tax-exempt bonds. So, they are going to give you a donation of \$800 to cover the benches.

Mr. Colasinski: Right. When you said taxes, I wanted to clarify.

Mr. Showe: They will cut us a check. It will be marked as a donation per the bench policy, as an example. That way it is tracked for auditing purposes and you have the policy that established it.

Mr. Dale: It sounds like all of the stuff on the Pieloch end, they ordered yesterday or today. So, I would like to buy a bench. My question to everyone is are we going to stick to the \$650? I think we need to establish a price for the benches tonight. Does the \$650 includes shipping? He makes it locally. It's all engraved. Actually, I sent the contact information. He does benches, picnic tables and recycled bollards for a fraction of the price.

Mr. Showe: If the bench is \$650, what about the pad?

Mr. Dale: The pad is already in all of our equations.

Mr. Carnesale: When I looked at the proposal, we had a price for a bench. We also had a price for a bench with a pad. So, there were two separate prices in the original quote.

Mr. Dale: This was part of the discussion with the concrete guy. He's already pouring the cement.

Mr. Carnesale: We may not have as many pads as we want. We don't want to start changing the price structure because these pads are covered and the future ones are not going under the benches. So, we have to put a price on what the pad is worth or what it would cost us to do it down the road when we use up the pads we have.

Mr. Showe: You can make the change fairly quickly as a Board.

Mr. Dale: I'm doing the math.

Mr. Carnesale: Equitable pricing basically.

Mr. Showe: If there is a policy, you can make the change fairly quickly as a Board.

Mr. Carnesale: I'm just saying, a pad is going run us \$100 or not even that if a pad averages \$50.

Mr. Showe: No, it's probably close to \$400 to \$500.

Mr. Carnesale: We should have a price with and without the pad.

Mr. Colasinski: Let's see what it is.

Mr. Dale: My recommendation is we make it \$1,000. We are not going to make any money on future benches.

Mr. Carnesale: We will make money on the first five.

Mr. Dale: We will make it on the first seven.

Mr. Showe: That's fine. If there is consensus from the Board, we will set that as a policy for the next meeting.

Mr. Dale: Is everyone comfortable with approving \$1,000? I am going to place an order because we want to at least have all of the benches immediately, which means we have to order at least one bench.

There was Board consensus to order a bench.

Mr. Showe: Since there is consensus, we will bring a policy back for final approval at the next meeting.

Mr. Melloh: You have to have a pad with a bench. I don't think anyone could buy a bench without having a pad.

Mr. Dale: What Pete is saying is once the first seven are gone, we are going to have to pour more concrete.

Mr. Melloh: I see what you are saying.

Mr. Dale: We are going to have an expense.

Mr. Showe: As it's a policy, if you get to that eighth one and say, "*Oh my God, it's really \$1,200 now,*" at the next Board meeting, you can authorize more.

Mr. Dale: The first seven are estimates.

Mr. Colasinski: It's not a problem going from \$1,200 down the road. There is a very gigantic problem going from \$700 to \$1,200 as time goes on. People know that prices go up. You can increase it a little bit, but you can't double it.

Mr. Dale: Right. Jason, what else do you have on the Action Items List?

Mr. Showe: Next are the mirrors on the cart path.

Mr. Melloh: We still have a few to put in Woodside Park. We just received a shipment of mirrors.

Mr. Dale: Okay. I would like to add an item. In Osprey, I can't recall the cul-de-sac, but there is an area, a small little sliver that is CDD property on Sun Gazer Drive on the landing side, as you head north towards Clubhouse Drive. It is past the second cul-de-sac on Sun Gazer Drive. It is an area probably about 20 feet long, but everything has grown over onto the sidewalk.

Mr. Colasinski: More than halfway across the sidewalk.

Mr. Dale: So, we need the guys to run in there one day. It's not a super emergency, but we need the guys to run in there one day and clear that back.

Mr. Melloh: They are normally on top of all of that.

Mr. Dale: I drove by it this week on the west side of Sun Gazer Drive as you are heading north through the landing side towards Clubhouse Drive.

Mr. Carnesale: The easiest way to do that is probably for you and him to take a ride over there. I'll show you on the map.

Mr. Showe: Is it that little stretch between the two houses?

Mr. Dale: Yes. It's not a path. It's a sidewalk.

Mr. Showe: Is it by Ladderback Court?

Mr. Dale: Just past Ladderback Court.

Mr. Showe: By the roundabout.

Mr. Melloh: That's where it gets to be an issue because the sidewalk is not ours. We would have to hire six more people to trim what's overhanging in yards.

Mr. Dale: You can't navigate the sidewalk.

Mr. Melloh: I will send them down there, but I'm just saying that's where it gets to be an issue. There are property laws.

Mr. Showe: Typically, that would fall to whoever owns that road, which I'm guessing is a private road. Typically, the HOA would maintain that road because they would maintain the sidewalk too. Legally, it would be their responsibility.

Mr. Dale: Everything I've been told for the 25 years I'm here is you don't touch CDD property.

Mr. Melloh: We can trim something that overhangs onto CDD property all the way to CDD property. Typically, like Jason said, it's really the responsibility of who owns property. We will take care of it.

Mr. Dale: I would appreciate it.

Mr. Showe: The next item I have is one that Rob touched on, which are the bids for the payroll and insurance. We are evaluating it. It is incredibly complicated when you start looking at the rules for unemployment and workers compensation. We believe that there are some savings there. We are just trying to quantify it and are engaging our insurance company to get their opinion on it since they have a lot more experience in those types of issues than we do. I think by the workshop, we will be able to give you guys some solid information, but I don't want to give you a number right now. I'm just hesitant based on the information we received.

Mr. Dale: Is there a reason why we wouldn't want to do the Broker of Record (BOR) charge? It doesn't cost us anything. All it does it puts him as BOR so when we are eight months out, as we get towards January, he's able to start looking at the numbers.

Mr. Showe: I'm not 100% sure what all of that change entails.

Mr. Dale: It's just signing that form.

Mr. Showe: I'm okay if the Board wants to delegate authority. I would like to do a little digging on making sure there are not any other implications that I'm not aware of.

Mr. Dale: It's something that I do in my business all the time, like if a client has an annuity contact or something, even an insurance policy or something like that. It's just a broker change. It doesn't change what you are in. It doesn't change the policy, but it puts somebody that I think is going to be a lot more effective for us. He's not just an agent. He actually owns the largest agency in at least several states to include Florida. He's doing a lot of the work that he's doing for us as a favor to our School Board member. He cut his rates significantly, which is why I think we are going to be realizing some savings.

Mr. Showe: I would be comfortable if the Board wanted to delegate the ability for you to sign that, but I don't know how that works with a public agency.

Mr. Dale: It would be good waiting until the workshop, but I don't want to wait a month.

Mr. Showe: If the Board is amenable, they can delegate authority to the Chairman to execute that BOR. Let me do some more digging on that. I didn't look into that item specifically. I was trying to work on that with his proposal.

Mr. Dale: Is that something anybody would have a problem with?

Mr. Colasinski: No.

Mr. Dale: Pete, are you good?

Mr. Carnesale: I'm good.

<p>On MOTION by Mr. Carnesale seconded by Mr. McCarthy with all in favor delegating authority to the Chairman to execute the Broker of Record for the new health insurance upon research by Mr. Carnesale was approved.</p>

Mr. Dale: I want it on the public record that I have connection. There is nothing financial associated with it. This is because I think it's in the best interest of the District.

Mr. Showe: The other action items are the fish in Heron's Landing. We discussed that at the last meeting and Tim provided the information to the resident. I don't know if we heard back. We will discuss EmployU more at the workshop. The only other item we had is on the fountains. Tim has the potential electrical costs.

Mr. Melloh: The issue with the electricity is we met with the electrician. There is no electricity. We would have to drop a transformer in and do a directional bore underneath Murrell Road and it will cost thousands of dollars.

Mr. Dale: Wow. Is there electric on one side and not on the other, because we were talking about one on each side?

Mr. Melloh: The suggestion he has for the one on the Woodside Park side was to come off of the bathroom because there was no electricity there. I'm hoping that we have enough to run 60 amps, but he would have to trench 360 feet through the playground area.

Mr. Dale: Sixty amps for what?

Mr. Melloh: For the fountains.

Mr. Colasinski: How many fountains?

Mr. Dale: Just the one fountain under Woodside Lake.

Mr. Colasinski: Sixty amps is huge.

Mr. Carnesale: It depends on just how big of a fountain you are putting in. You can do it with a smaller fountain with a 30 amp.

Mr. Colasinski: I've done electrical engineering before. It sounds a bit high to me.

Mr. Carnesale: I'm just saying. So, you can confirm what I just said.

Mr. Colasinski: Yes. It's all about Olms Law.

Mr. Dale: So, we are talking a fairly significant cost.

Mr. Melloh: I want to do more digging. We just met with the electrical guy and this is what they came back with. There is just no place for him to tie into. Who knows what Florida Power & Light (FPL) will charge you? One time we had an issue with somebody that owns one of the parcels across from Walgreens. They thought one of the transformers we had was on their property. He said that it was a \$60,000 transformer. It wasn't our property so we didn't have to move it, but he thought it was our property.

Mr. Dale: If I'm reading it right, we are talking at least \$10,000 to run electric.

Mr. Melloh: Jason could tell us more about this, but I think the next step would be to consider solar.

Mr. Showe: They have not found, at least the phone company we looked at before, a solar option that would provide enough power to consistently run a fountain.

Mr. Colasinski: You need 60 amps.

Mr. Showe: The minimum is a 3 horsepower 230-volt fountain that could operate 24 hours per day.

Mr. Colasinski: Most homes with sprinkler systems have no more than 20-amp circuits, but they are lot smaller sections.

Mr. Dale: Let's do this. Try to get a number for Woodside Park, but if were talking major dollars, I would have trouble swallowing an expense like that. I think the fountain for Fawn Ridge for Ms. Mary Ann Ferrara, is to have electric near there.

Mr. Melloh: We don't. That's the side of the road east of Murrell.

Mr. Colasinski: He said it's east of Murrell Road.

Mr. Dale: I thought we were talking about the Woodside Park side.

Mr. Colasinski: No, the other side of the street.

Mr. Melloh: I can get a price

Mr. Showe: The trick with these is you need power at the lake bank. That's the challenge with all of these fountains. They have to put a box by the lake bank that controls the fountain.

Mr. Dale: Let's get a better price for electric, but if it's inordinately expensive. We won't do it.

Mr. Melloh: We will do that.

Mr. Dale: I know that we want it for aesthetics and aeration.

Mr. Carnesale: We are also getting comments from the people that live on that lake that don't want it.

Mr. Dale: We received comments from two households that didn't want it and two households that did want it.

Mr. Carnesale: We are getting conflicting opinions.

Mr. Dale: No, it's not conflicting. You only had two people that didn't want it and the rest was a wash. The community was good with it.

Mr. Carnesale: Okay.

Mr. Dale: Where we got this was when we knocked on doors during the campaign. So, we know that people want it. If you have an issue where only two people or two households are against it, that means the community as a whole is good with it.

Mr. Showe: The only other item I had was the POS system, which is GolfNow. We already touched on that. That's all I have.

SEVENTH ORDER OF BUSINESS

Staff Reports

A. General Manager's Report

Mr. Melloh: The only other item I have is I have a packet from you from Palm Bay Ford. We have a F450 diesel truck from 2003. It is an 18-year-old truck and carries everything for the District. Of course, now we have heavy equipment and the truck is on its last legs. Last year, we put \$8,000 into it and \$7,000 the following year.

Mr. Dale: Did I see a proposal for \$50,000?

Mr. Melloh: We have been trying to find used ones, but what we need is 20,000 pounds of towing capacity.

Mr. Dale: Right.

Mr. Melloh: You can't find that. We looked online. We looked in Orlando. This one became available at Palm Bay Ford. We negotiated the price because initially it was \$58,000 and we received a \$4,000 trade in for what we currently have. The truth of the matter is if we do this deal, we are going to have to tow the truck down there because it won't go down the interstate. That's how bad shape it is in. We can continue to look, but this is the first one we have come across.

Mr. Colasinski: How much?

Mr. Melloh: With the trade in it is \$52,141.40

Mr. Colasinski: When I see these commercials on television, they talk about \$10,000 off. The price of trucks has gone up so much.

Mr. Carnesale: When I purchased my truck, I said, "*This is all I'm going to pay*" and I was ready to walk out if I didn't get it. I wound up getting it for the price that I was willing to pay.

Mr. Colasinski: Nice.

Mr. Carnesale: I don't see any competitive bids.

Mr. Melloh: Because there are none that meet the criteria that we need to have.

Mr. Carnesale: There could be competitive bids with other dealers for heavy duty Chevy or GMC trucks. I'm not saying it has to be used. I'm just saying that we are not looking at comparisons. Just one offer.

Mr. Melloh: That's the only one that we can find online.

Mr. Dale: They did an online search.

Mr. Melloh: We need 20,000 pounds of towing capacity. That is what we have, especially with the newer equipment; the mulcher and skid-steer.

Mr. Colasinski: Is this a used vehicle?

Mr. Melloh: This is a new one. The reason why it is this one is because it's available, we have been looking and we can't find anything comparable that's a four-way drive diesel with 20,000-pound towing capacity. We need about 17,000-pound towing capacity.

Mr. Bedwell: Will this part of the bond under equipment?

Mr. Showe: Yes. With the other equipment we are looking at later, there is \$13,000 left under "*Maintenance Equipment*," but you have contingencies.

Mr. Melloh: We have been talking about replacing this truck for the last two to three years. We actually put it into the Reserve Fund, although it hasn't been this much money. Again, Ed and I have been trying to find something that would fit. Luckily, it did take this long because I don't think we realized that we needed this much towing capacity, knowing that we were going to get the mulcher and a bigger skid-steer. Then you have to factor in the trailer. Anyway, that's where we are with that.

Mr. Showe: There is also \$25,000 in the budget this year for truck maintenance.

Mr. Dale: It would be under warranty. Thoughts?

Mr. McCarthy: Is it essential that we have this?

Mr. Melloh: Yes. We need something to tow the equipment out into the preserve, scrub jay habitat and fire lines. The truck we have now is from 2003. It's 18 years old. I can get you the actual numbers, but we put money into repairing this truck.

Mr. Bedwell: Have all Board Members done the right research in terms of buying this vehicle?

Mr. Dale: Yes.

Mr. Showe: Just to be clear, Tim and I talked about it. If you want to pay for it out of the bonds, you can. Obviously, there is a concern on Tim's side that this is going to get sold before we would go through the requisition process. So, it was our recommendation to buy it out of the Capital Reserve Fund and still go through the requisition process, but you can reimburse yourself. I think the intent would probably to do this out of bond funds, just to be clear so there is no misunderstanding.

Mr. McCarthy: We have a line item in the budget.

Mr. Dale: If our existing vehicle goes down, we are dead in the water.

Mr. Melloh: Unless you want to spend \$8,000 or \$9,000 or more to repair it again. We just don't know how much it would last. The last one was a year ago?

Mr. Showe: Right around a year ago. I remember having the conversation.

On MOTION by Mr. Bedwell seconded by Mr. Colasinski with all in favor the proposal with Palm Bay Ford for a F450 diesel truck in an amount not-to-exceed of \$50,000 was approved.

Mr. Dale: You have a new truck.

Mr. Melloh: Thank you. Again, that's another thing that will last the District 20 years.

Mr. Dale: We can use it for hayrides in October.

Mr. Showe: Once he gets the final invoice, we will do a requisition. You will likely see it at your next meeting to reimburse the Capital Projects Fund. Do you have anything else, Tim?

Mr. Melloh: I have nothing else in my report.

Mr. Colasinski: I was looking at the numbers and they look pretty solid.

Mr. Melloh: I forgot to go over the rounds and revenue. Our numbers are looking good. As a matter of fact, on Saturday, February 20th, we did \$9,528 in cart revenue. An average dollar per round of golf is \$47.40. This is cart revenue and it doesn't include merchandise sales. We never did anything in the \$9,000 range, let alone \$9,500. That kind of gives you an excitement of the fact that people along our golf course are coming to play. On Sunday, we did \$8,800. So, we had a really good weekend. Although we won't budget exactly, I think maybe \$150,000 is what we will end up with and our budget was \$167,000. Last year, we made \$173,000 in sales, but we had no rain days. It was a completely clean month, but then March came with the Coronavirus. This time of year, it always seems like you get one clean day and then a couple of days of rain. Next month, you hope it is clean as it can be. That's all I have. Thank you.

B. District Manager's Report

i. Consideration of Requisitions #25 - 31

Mr. Showe: We have Requisitions from the Bond Funds, Requisitions #25 through #31. We added two that we received at the last minute. Instead of waiting a month, we wanted to get it amended. Requisition #25 is for the proposal for the sidewalk installation at Woodside Park for D. Bell General Contracting. Requisition #26 was a reimbursement to the Viera East CDD in the

amount of \$1,620 to pay the playground vendor. Tim paid the vendor and this is a reimbursement for that. Requisition #27 is to Ring Power for the terrain loader and front-end loader for the fire line maintenance. Requisition #28 is with Dewberry Engineers for their work on the irrigation proposals. Requisition #29 are the two payouts to Landirr for their work on the bulkheads. There is still the retainer left to pay, so they are going through the final checklist items.

Mr. Dale: Make sure that has nothing to do with the recent slip up. That was all covered under warranty, right?

Mr. Melloh: Yes. There was no cost for the 30-foot section.

Mr. Showe: The last requisition is to Play More for the initial playground work, which was \$7,600. We can take any questions on those individually or a motion to approve Requisitions #25 through #31.

On MOTION by Mr. McCarthy seconded by Mr. Carnesale with all in favor Requisitions #25 through #31 were approved.

Mr. Dale: Tim, we also have that other quote from Dave Bell for repairs on the sidewalk. That wasn't in the \$20,000. That was an extra \$6,000.

Mr. Showe: I must have just missed that.

Mr. Dale: The extra one that I'm talking about the trail along Woodside Park.

Mr. Melloh: I know.

Mr. Dale: We had at least three 10-foot sections that completely buckled. They are actually a tripping hazard. He was going to take all of that out.

Mr. Showe: The \$20,000 is in there. Not the \$6,000.

Mr. Dale: The repair isn't in there.

Mr. Showe: We will get it taken care of and we can do another requisition.

Mr. Dale: We can add that to this list and make this part of this vote.

Mr. Showe: If you want to make that Requisition #32, we can add that now.

Mr. Dale: Yes. I would like to.

Mr. Showe: We just need a separate motion.

On MOTION by Mr. Dale seconded by Mr. McCarthy with all in favor Requisitions #32 was approved.

Mr. Melloh: I will make sure that Jason has that.

Mr. Dale: What those improvements are going to do, that park is going to pay for itself.

Mr. Melloh: Yes. It is going to be spectacular.

Mr. Dale: When we are able to start up with the Farmer's Market, it's going to be a cash cow.

Mr. Melloh: Once we get the irrigation system working, next year for the main field, we can spread rye grass out there and make it bright green like you see on #14. We can make it shine like a Superbowl football field. Make it look nice. When the guys go down there on Thursdays, it will stripe up some.

Mr. Carnesale: It will be great when we have the irrigation and sprinkler systems in place, because that's the heart of the golf course.

Mr. Dale: We are effectively fixing everything in the District right now, which is kind of cool.

Mr. Melloh: It is. I wish there was another spot that we can build another parking lot for down there. It is going to get used so much that parking may be an issue.

Mr. Dale: I'm glad you mentioned that. Have we communicated that to the church?

Mr. Showe: I reach out to them and let them know that we are on hold. So, they are aware. I have it in my notes to follow back up as we get closer.

Mr. Dale: Beautiful.

EIGHTH ORDER OF BUSINESS

Treasurer's Report – Consideration of Financial Statements

A. Approval of Check Register

Mr. Showe: We can take any questions or comments or a motion to approve the Check Register.

On MOTION by Mr. Carnesale seconded by Mr. McCarthy with all in favor Checks #4110 through #4124 from the General Fund in the amount of \$17,344.82 and Checks #28344 through #28414 from the Golf Course Fund in the amount of \$65,065.88 for a total amount of \$82,410.70 were approved.

B. Balance Sheet and Income Statement

Mr. Showe: No action is required by the Board. All account lines are in good shape.

Mr. Bedwell: On the Golf Course P&L, under the section, “*Non-Operating Revenues/(Expenditures)*,” I thought we were transferring monthly into reserves based on a certain small percent of the golf course revenue. We haven’t put anything in there yet. I would like to institute monthly putting in some money. We haven’t done anything year-to-date. The plan is \$31,000 for the year and I think we will exceed that.

Mr. Dale: I agree.

Mr. Bedwell: We seem to have a battle each year.

Mr. Colasinski: It is harder to make it up the longer it goes.

Mr. Dale: Like saving for retirement at 65.

Mr. Bedwell: We have nothing year-to-date.

Mr. Showe: We can catch back up on that. I know we moved it from a different account line so it’s kind of all wrapped into the non-revenue side. I think they might have missed it. I will note that we are 91% collected on our assessments so we are in great shape in terms of collecting our assessments. That is the benefit of billing on the Tax Bill. That’s all we have.

Mr. Bedwell: What is that percentage that we take from golf course revenues and put into the reserve? It is a small percentage.

Mr. Showe: Yes. Typically, we break what we do in the budget by 12 and just do one a month.

NINTH ORDER OF BUSINESS

Supervisor’s Requests

Mr. Colasinski: I have one. There is a culvert along the trail that runs from Clubhouse Drive to Osprey, between the wooded area and the lake. That’s where we have that railing. Right next to the culvert, there is a hole that is probably a foot and a half deep and maybe 18 inches

wide. I can send you the picture on how you can locate that. It may be more than what we can see. There may be some other things that we need to do to fill in around it.

Mr. Melloh: Going back to what's ours and not ours to maintain, a lot of the railing area is maintained by the HOA.

Mr. Dale: I don't think they maintain it.

Mr. Melloh: You don't mow it. Somebody mows it.

Mr. Colasinski: It is a safety hazard.

Mr. Melloh: I get that. There are things like that.

Mr. Colasinski: It is adjacent to the trail.

Mr. Melloh: We will go out there.

Mr. Colasinski: It's right off the trail.

Mr. Dale: Does one foot off the sidewalk belong to VECA?

Mr. Showe: Anything in question belongs to VECA.

Mr. Colasinski: The other item was the very first curve going from Clubhouse Drive that turns, a corner is broken and it's too unlevel right now. It's not something that you are going to be able to grind down. Just take a look at that to see what we can do to fix that up.

Mr. Melloh: That is going to be one of those things where you have to bring in someone like David and have him bring in his Georgia buggy to bring the concrete back there. I know exactly where you are talking about. It's just before the railing. It's something to jot down on a list, but for someone to come in and repair a 4x4 section of the concrete is hard to get them to come out and do that.

Mr. Colasinski: Any safety issues, unfortunately we have to address.

Mr. Melloh: I understand.

Mr. Colasinski: It is not easy to do.

Mr. Dale: Maybe if we threw in a Carrabba's dinner, we could ask him to fix that one while he is out doing the other ones.

Mr. Melloh: Either side you go from, it is going to be a couple of hundred feet in there. He said he was getting a Georgia buggy.

Mr. Dale: When we are talking to him about the other stuff ask him. I think he would strike us a deal for a small section like that. I know it's out of the way.

Mr. Melloh: It must've gotten worse since the last time I have seen it, Steve. What we will do, as we are looking at the hole, we will bring some orange reflective paint and paint that area so if someone sees it, they have a better chance of seeing it. Then it shows that it is going to be marked for repair.

Mr. Colasinski: Thank you.

Mr. Melloh: Sure.

Mr. Dale: Anyone else? I have a couple of issues. We talked about Florida Today in the past and how we are going to start doing our legal advertising through The Viera Voice, potentially or a less expensive carrier. I noticed in the Check Register, we had a check for Florida Today.

Mr. Carnesale: That was actually the change to the meeting dates.

Mr. Showe: Yes. They are so slow on their invoices.

Mr. Dale: I understand. So, we are good on that one, then.

Mr. Showe: I will remind staff, internally.

Mr. Dale: Are we repairing residents golf carts out of the cart barn? If not, why not? That seems to be a little side business.

Mr. Melloh: We need to have someone that is qualified.

Mr. Colasinski: The spectrum of golf carts is huge.

Mr. Melloh: They are not working for minimum wage. In September or October, we had a golf cart repair day through Golf Carts Unlimited.

Mr. Dale: That's kind of where I'm going with it.

Mr. Melloh: We had Robbie with Golf Carts Unlimited to come in and repair golf carts. They get 10% of whatever repairs are made.

Mr. Dale: I'm just planting that seed. If we start doing it, we have a marketer in the back. We would be able to make that well known to the entire CDD. Maybe we can make a little cash off of a corner of the workshop. Otherwise, we are not making anything off of it.

Mr. Melloh: He brings in his big truck and sets up in the corner of the parking lot so it doesn't interfere with us pulling in and out golf carts for the day.

Mr. Dale: That's even better.

Mr. Melloh: It worked out pretty well and it is about time for us to do that again. I think we talked about doing it every six months.

Mr. Dale: Start doing it on a regular basis so people know when it's going to happen.

Mr. Melloh: Right.

Mr. Dale: Then we have that available. We are charging \$79 for annual memberships. I think we need to increase it. We need to have two rates; a rate for non-CDD members and one for CDD members. I think we should be talking somewhere in the neighborhood of \$129 for non-CDD members and \$119 for CDD members. I'm throwing that out there for discussion.

Mr. Melloh: You are talking about the associate memberships.

Mr. Dale: Yes. I don't think we are charging enough at \$79. Even a \$20 increase based on the number of memberships would bring us an extra \$16,000 in revenue, which is another piece of the puzzle that we are talking about to get us to that \$100,000.

Mr. Carnesale: We are talking about too big of a jump at one time. I suggest going from \$79 to \$99. The non-CDD members is not a big deal because they would pay that if not more for an associate membership elsewhere.

Mr. Dale: So, you are saying a little more than \$99 for the non-CDD members.

Mr. Carnesale: Yes.

Mr. Melloh: Let's be clear on how that program works.

Mr. Carnesale: You can't jump your numbers by 50% and expect not to have an outcry. I'm willing to raise rates, but even a \$20 increase from \$79 is a 30% increase.

Mr. Dale: It's more about are they getting value for what they are getting? What they are getting is a free round of golf, which is a \$40 value, reasonably.

Mr. Melloh: Right.

Mr. Dale: Then they are getting 20% off. If you are getting 20%, a CDD member gets 10% off a round.

Mr. Melloh: Twenty-five percent. That's why I said no CDD members get the associate membership. Where we are sitting right now with the \$79, we have 520 associate members. So, all of those people are from beyond the bounds of the CDD. It's one of those things where price is such a sensitive situation.

Mr. Colasinski: We also have a hot market rate now too.

Mr. Melloh: I understand what you are saying.

Mr. Dale: How many of the 800 roughly memberships are not CDD members?

Mr. Colasinski: All of them.

Mr. Melloh: The 520 associate members are all non-CDD members.

Mr. Dale: Because they get a better deal. I didn't know if they were factoring in the free round

Mr. Melloh: The way I'm looking at it is someone walks in the door and gives us \$79 and we give them a free round of golf. So, we just received \$79 for that free round of golf. So, the rest of the year, he gets 20% off, but that costs us nothing. We offer the USGA handicapped service with that.

Mr. Dale: It costs us maintenance, wear and tear on vehicles and manpower to have people there.

Mr. Melloh: But they are coming in when the rate is \$65 and are paying \$40 or \$50 to play golf there. So, I'm not ever against raising the rates. I just want to make sure we don't...

Mr. Colasinski: Price ourselves out of the market.

Mr. Melloh: That's all I'm trying to say. Everyone has this type of program. Baytree has one. Duran has a Players Club and Crown Club. Most of them have one. The reason I suggested calling it an associate membership is because I wanted people to feel like they belonged there. Everyone that has it, all 520, have to drive by other golf courses to get to us. So, I think that is a pretty good indication on how well the golf courses look. I'm not saying that we can't go up on that.

Mr. Showe: I think you are locked in, without doing a rate hearing, because that \$79 was set as a rate in October. So, if you wanted to change it, that would be the way to do it. There is no range on that rate. It's a flat \$79, so you would have to go through the rulemaking process, which just requires advertising and direction from the Board. That's why you can't change quickly, because you are required as a governmental agency.

Mr. Dale: We could implement one in April and one in May.

Mr. Showe: That would give you sufficient time to hold the hearing.

Mr. Dale: We could hold it at a regular monthly meeting.

Mr. Showe: That doesn't require any special meeting. If you didn't want to do that advertising, we typically hold that hearing every year in August as part of the budget process.

Mr. Colasinski: We will get some good revenue between now and then. So, I think the advertising would probably be something to pursue.

Mr. Carnesale: I was thinking in terms of we don't want to price ourselves out of the market by going from \$79 to \$119. If you go from \$79 to \$99, you are still talking about \$20 each for 520 people.

Mr. Colasinski: Look at the market at the other places and see what they are charging. That's the criteria.

Mr. McCarthy: See what Duran is charging.

Mr. Dale: Do you know Duran is charging, Tim?

Mr. Melloh: \$60.

Mr. Dale: Which is equivalent to the \$99 rate.

Mr. Melloh: They don't even come out and say how much of a discount you actually get. They come out and give you a discount on green fees. We give them 20% off. That's why people have a known entity. I'm not trying to say no rate increase.

Mr. Dale: I understand. I don't think \$99 is excessive. I think Pete is being reasonable there.

Mr. Showe: Timing-wise, on the process, the first regular meeting you would be able to consider this at would most likely be April. It is effective the next day. You need 30 days to advertise the hearing.

Mr. Dale: I wasn't thinking of an immediate change.

Mr. Showe: Timing-wise you can't meet the 30-day requirement for the March meeting because it is only 28 days. If you were inclined to, you could make a motion to hold a rate hearing on the April 22nd meeting, which would give us sufficient time to advertise. You would still have time to discuss it. If there is any inclination to lower it, you must advertise a higher rate and then you can lower it, but when it comes time, you can't go the opposite way. You can't raise it at that hearing, but you can certainly lower it. You are basically setting the roof for what that rate could be. If you advertise \$120, then you can bring it down to \$99, if that was the inclination of the Board.

Mr. Carnesale: However, everybody is going to still see it in that advertisement. So, you could be scaring people off.

Mr. Dale: We can wind up with a bunch of people buying it at \$79 price and we get a flood of purchasers.

Mr. Showe: Tim might have a new marketing approach.

Mr. McCarthy: For the Board's information, that program was developed by Tim four years ago. Imitation is the sincerest form of envy. All of the other golf courses adopted a program similar to that.

On MOTION by Mr. Dale seconded by Mr. Carnesale with all in favor scheduling a rate hearing on April 22, 2021 to increase the associate membership to \$99 was approved.

Mr. Showe: It would be the 7:00 p.m. meeting on April 22nd. We will send the advertisements. Obviously, you can discuss it in between now and then, but that gives us plenty of time to get the proper notice in.

Mr. Dale: Hopefully, we can sell a few more in the interim. Tim, the last item is with everything we have done with GolfNow, we talked about at the last meeting or workshop, whether we should be looking at a \$5 increase. I just want you to entertain that idea. Make sure that we are priced for GolfNow in the sweet spot.

Mr. Melloh: Right.

Mr. Colasinski: Their announcement was for people to place their own price; however, if people look up Viera and it is priced too much above where everybody else is, nobody is going to choose us.

Mr. Dale: Right. We are in that high demand time and I just want to make sure that we are getting a fair dollar because the cost of cement increased. The cost of grass seed increased. The cost for fuel increased. It is called inflation.

Mr. Melloh: When you see the average dollar per round of golf for GolfNow, you have to understand that takes into account for maybe the \$50 rate in the morning and \$25 rate at 2:00 p.m.

Mr. Dale: That's why I'm not throwing out, "*Lets raise it \$5 per round.*"

Mr. Melloh: I understand exactly what you are talking about. We will just make we are right in there. When people bring stuff up, it is bringing up what our rate is our time, what Duran's rate is at this time and everyone else's rate at this time. We always try to be below Duran because it's about value play. We will make sure that we do that. We look at it all the time because we are about making money. That's what I have done for 40 years. It is about making money for the golf course.

Mr. Dale: You don't have to raise revenues and I appreciate that.

Mr. Melloh: Again, I just want to keep it all balanced. We will take another look at it and see where we are at. Whereas, if somebody is online and between 10:00 a.m. and 11:00 a.m., we have 100% availability, it automatically sets the rate, but once it starts to get to a certain percentage, the rate goes up. It automatically does that.

Mr. Dale: That's what she was talking about like the airline reservation system.

Mr. Melloh: Yes. We can employ that a little better.

Mr. Dale: That's part of the reason why I liked what she had to say in their presentation.

Mr. Melloh: Chris and I talk about the fee frequently to make sure that we are operating in the right way and see what other golf courses are doing like Baytree and Turtle Creek. They don't do near the rounds of golf that we do, but when we go by there, some people are playing golf there. They are more after the inexpensive golf at Turtle Creek.

Mr. Dale: They are cheap.

Mr. Melloh: They are. This time of year, if you have the right membership, you could be playing \$19 per round of golf when everyone else is playing \$40 to \$50.

Mr. Carnesale: Look out there. This is what we had for the last hour. That is because we start at 7:00 p.m. It's not working. The reason we started at 7:00 p.m. was to build the attendance. We are starting off with the attendance, but we are losing the attendance an hour before we finish our meetings.

Mr. Colasinski: The meetings don't usually go three hours.

Mr. Carnesale: How many have not gone three hours?

Mr. Colasinski: That's what we have to work on.

Mr. Dale: That is what we have to work on. We knew that was going to happen during the first 10 months because we were enacting a pretty ambitious agenda. As time goes by, the dog park will be built and things will be more on auto-pilot. We will have less going on at the meetings.

Mr. Carnesale: In the meantime, we still have another four, five and six months when there is still going to be heavy duty play. I'm not saying we shouldn't not cover what we need to cover.

Mr. Dale: Right.

Mr. Carnesale: What I'm saying is the reasoning we used is not working currently

Mr. Dale: I think it is.

Mr. Carnesale: It is? Look at what we have out there?

Mr. Dale: What I'm more concerned with is what the audience looks like at the beginning. We had this crowd and we also have a younger crowd at several meetings that otherwise might not have been here the public commentary portion, which is the most important to them.

Mr. Colasinski: I don't expect people to stay the entire meeting, once there are items of interest have gone off of the agenda.

Mr. Dale: Right. It's the public commentary.

Mr. Carnesale: I'm not saying that we should go back to afternoons or go back to 5:00 p.m. because the average person gets out of work at 4:30 p.m. or 5:00 p.m. At the beginning when we were talking about timelines, I was in the vicinity of 6:00 p.m.

Mr. Colasinski: I work until 6:00 p.m.

Mr. Bedwell: You just need to put less items on the agenda.

Mr. Dale: That's why we are trying to limit the presentation times.

Mr. Showe: That's a discussion to have at the workshop regarding what are the key four or five things you want on the agenda for the next meeting and then everything else you can keep at the workshop until you are ready.

Mr. Bedwell: If we are not going to vote on anything like the dog park, it could just be on the workshop agenda. It doesn't have to be on this one.

Mr. Colasinski: The actionable items.

Mr. Dale: That is a good point. Is there any further discussion? Hearing none,

TENTH ORDER OF BUSINESS

Public Comment Period - All Items

Mr. Dale: Are there any audience comments?

Resident (Eric Byrd, Manchester): At last month's meeting, I read something about placing bollards on the trails. I didn't hear any reference to that. Is that still happening?

Mr. Colasinski: Yes. Tim and I met yesterday morning to determine the location for those bollards.

Resident (Eric Byrd, Manchester): Were the locations identified?

Mr. Colasinski: Yes. There have been some cutbacks on the trail in Heron's Landing before the fire break. Tim had some good recommendations about putting some posts all the way out to where the woods are. So, we won't be able to circumvent that. On the north end by Auburn Lakes where the culverts are down the trail, that's where the bollards will be. You can't get around those. There is another smaller section in Heron's Landing that we went through as well.

Resident (Eric Byrd, Manchester): Just a suggestion. I don't know if this has been discussed, but are you going to put something out to the homeowners so they are aware those are going in, because you are going to have some surprises? I am concerned about that. I've had some experience with that. So, the more information you can get out to the homeowners that these are coming, you won't have kids flying down there and wrapping themselves around the handlebars. So, it's just a suggestion in putting bollards on trails to give people a head's up.

Mr. Dale: I think we can do a couple of posts on Facebook. I understand. Actually, there were a couple of posts about the mirrors. There was a real nice post that Janet may have seen on Nextdoor that addressed it. Everybody posting about was ecstatic. They thanked the Board because it was a big safety issue. We actually saved a life that day with the mirrors.

Mr. Colasinski: The first time I looked at the mirrors going north from Heron's Landing, I saw a golf cart coming. That is the other aspect that we are going to address out there. It is one thing to see them, but another to prevent them.

Resident (Eric Byrd, Manchester): I'm totally in agreement. My concern is people don't know they are there.

Mr. Colasinski: I understand.

Mr. Dale: That is a good point.

Mr. Colasinski: Tim has a plan. I know he had some reflective tape in his office.

Mr. Melloh: Yes, we have reflective tape. Signs are painted on the ground. The bollards are the bright yellow ones. They are the exact same ones going over the bridge. We have to be able to get in there and maintain the trails so there are times when we will unlock them for our maintenance equipment to get down there.

Resident (Janet Helms, Golf Vista Boulevard): Why are they there?

Mr. Colasinski: To prevent golf carts from going down the trails.

Mr. Carnesale: If you look at the trails, they are not wide enough for a bicycle, runner, walker or a golf cart, especially going in opposite directions.

Mr. Colasinski: There are a lot of curves.

Mr. Carnesale: They always had signs saying, "*No Golf Carts.*" The bollards are just a way of enforcing the ruling that's already been there.

Mr. Melloh: The different is that those are not multi-use tasks. When you go down the other sidewalks, they are for golf carts, bicycles and pedestrians.

Mr. Dale: Will you write something up for social media and get something on Facebook?

Mr. Colasinski: Not today.

Mr. Dale: When you get home.

Resident (Mary Ann Ferraro, Fawn Ridge): Lets go back to Item E, GPS units for the golf course. Everyone uses their phone to find the range.

Mr. Dale: That's part of the plan.

Resident (Mary Ann Ferraro, Fawn Ridge): If you want to play golf, you are on a good golf course and should utilize the phone. That will save us \$8,400. The people who are so used to the GPS might take a little utilization of their phone, but I think they can bite the bullet, if they really love the golf course. I think we just need an education with technology. If somebody showed me how to use it, I would get the hang of it. Steve, I'm going to give you my card so I can get on Survey Monkey.

Mr. Colasinski: I sent you an email.

Resident (Mary Ann Ferraro, Fawn Ridge): I'm looking at donating a bench.

Mr. Dale: Thank you.

Resident (Mary Ann Ferraro, Fawn Ridge): Regarding the four-wheel drive diesel heavy duty Ford from Palm Bay for \$53,000 with a trade in that we are going to tow over there, do we have a maintenance contract with that purchase?

Mr. Melloh: There is a three-year warranty that comes with it.

Resident (Mary Ann Ferraro, Fawn Ridge): Okay. That can cut down on expenses.

Mr. Carnesale: A three-year bumper to bumper?

Mr. Dale: It has to be at least three years.

Mr. Carnesale: Sometimes you only have a 12-month bumper to bumper and then the rest is major end items. Hyundai has a 10-year warranty.

Mr. Dale: I didn't name a brand.

Resident (Mary Ann Ferraro, Fawn Ridge): This is why your meetings are three hours. It is not just one of you. Every one of you talk too much. That is what a workshop is for. I commend Rob on the golf cart repair idea and the discussion that Tim had with you about advertising if you can get the guy that comes over to do the repairs is a plus. The problem is some people are going to have to figure out how to get their golf cart over there. You need to get back to having workshops so what Pete said about moving the meeting will facility that. If you know that you are going to have a discussion like you did and go around and around, you need to have a game plan on voting issues. You put those on the agenda first and get them out of the way because you know how you are going to vote when you get here. There will be no discussion.

Mr. Dale: There were a few things that were up in the air tonight.

Resident (Mary Ann Ferraro, Fawn Ridge): That workshop is for you guys to get your plan together. So, you have none of this cross talk. This is getting wild. It goes on and on and on. So those are my suggestions. Thank you very much.

Resident (Janet Helms, Golf Vista Boulevard): If the workshops are as complete with details as this one was, you will come here to give your final decisions.

Mr. Dale: That is very good input. Thank you.

Mr. Showe: Are there any other audience comments? Hearing none, we need a motion to adjourn.

ELEVENTH ORDER OF BUSINESS

Adjournment

On MOTION by Mr. Colasinski seconded by Mr. Carnesale with all in favor the meeting was adjourned.

Secretary/Assistant Secretary

Chairman/Vice Chairman

SECTION V

SECTION A



Memorandum of Understanding

A DIFFERENT APPROACH TO THE **WORKFORCE**

employU is a nonprofit employment service helping people with disabilities embark on a sustainable career. We look forward to building a partnership with you to enhance your business' workforce of dedicated, talented individuals. By becoming a business partner you are not just working with our customers, you are hiring a team of professionals committed to a mutually successful experience for you and our customers. A few benefit highlights include:

- We pay the wages while you train the talent
- No liability to the host business
- Candidates strategically matched to fit your business' needs
- There is no obligation to hire our customers after an on-the-job training is complete

Thank you for allowing us to be a part of this new opportunity to strengthen your workforce. Through your mentorship, you will be helping our customers develop the skills needed to realize their career goals, and in turn they will benefit your company's productivity and culture. Our dedicated team of professionals will ensure that this process is as seamless and rewarding as promised, guiding you and our clients every step of the way.

Should you have any questions, comments, or concerns, please contact me and I will personally ensure that it is resolved. I look forward to our partnership.

Sincerely,

Keith Bourkney
Executive Director
employU, Inc. | (407) 598-0202
kbourkney@employu.org

On the Job Training Program Memorandum of Understanding

between

employU, Inc.

and

This Memorandum of Understanding (MOU) sets forth the terms and understanding between **employU, Inc.** (hereinafter referred to as “**employU**”) and (hereinafter referred to as “Host Worksite”).

I. BACKGROUND

employU is a nonprofit organization that strives to help individuals with disabilities obtain employment by empowering our clients with knowledge, connections and the confidence required to embark on a new sustainable career. Three of the programs that we offer our clients: On-The-Job Training, Workforce Innovation and Opportunity Act Program (WIOA Transition Program), and Vocational Evaluation help our clients develop career and life skills that will help them obtain and maintain employment. Our vision for these programs is to have partnerships with various nonprofits and businesses that can provide job or volunteer opportunities for our clients where we can assess their strengths and weaknesses to sustain long-term careers.

II. PURPOSE & SCOPE

This MOU will serve as an understanding of the policies and procedures that must be followed regarding the placement of individuals with mental and/or physical challenges at the Host Worksite workplace with the intent of providing such individuals on-the-job training, practical experiences and/or to prepare them for employment.

III. PROCEDURES

From time to time, and in its sole discretion, **employU** may identify individuals with mental and/or physical challenges (“Customers”) who it believes would benefit from working at the Host Worksite.

If Host Worksite wishes to provide a placement for a Customer, Host Worksite shall provide the following to **employU** in writing using email, U.S. mail, facsimile or other reasonable method:

- A brief description of the duties that the Customer will be expected to perform;
- The name and title of the person who will be primarily supervising the Customer;
- The hours per day of employment;
- The location where the Customer will be primarily working; and
- A brief description of the work environment.

If approved, Part I of the On the Job Training Plan and Agreement (Attachment A) will be completed for all Customers. The parties understand that the purpose of this Agreement is to create a mutually beneficial program whereby members of society with disabilities are able to provide services to the Host Worksite and in turn receive the benefit of employment experience. The parties understand Customers are at-will and may be terminated by **employU** in its sole discretion at any time. This Agreement does not provide any right to the Host Worksite for the provision of Customers.

IV. EMPLOYU RESPONSIBILITIES UNDER THIS MOU

Customers will be employees of **employU**. **employU** will be responsible for payment of wages for the Customer.

In order to ensure a successful outcome for both the Host Worksite and the Customer, **employU** may in its sole discretion provide Job Coaches and Evaluators to assist in the career development of Customer for the duration of the program. The specific job responsibilities for the Job Coaches and Evaluators will be outlined in the Customer’s On the Job Training Plan.

V. HOST WORKSITE RESPONSIBILITIES UNDER THIS MOU

Hosting an employee with mental and/or physical challenges can be a rewarding experience for both the Host Worksite and the Customer. However, maintaining a safe and legal workplace is of the upmost importance. Failure to do so can result in removal of the Customer from the worksite without advance notice.

A. Meaningful Work Opportunity

Host Worksite must provide the Customer with a meaningful work opportunity. Host Worksite must also work cooperatively with any Job Coaches and/or Evaluators who are assigned to work with a particular Customer. To meet these goals, Host Worksite agrees to:

- Provide instruction to the Customer regarding safe and correct work procedures;
- Supervise the Customer's work;
- Ensure the Customer is receiving appropriate training in the anticipated areas of skills development outlined in the On-The Job Training Plan;

B. Anti-Discrimination Policies

Host Worksite shall have policies and procedures in place that ensure compliance with anti-discrimination laws including prohibiting unlawful discrimination against employees or applicants on the basis of an individual's race, color, religion, creed, sex, sexual orientation, familial status, national origin, age, disability, marital status, veteran status or any other status protected by applicable law.

Host Worksite must have policies and procedures that address the requirements of the Americans with Disabilities Act including a point of contact to request reasonable accommodations for a disability.

C. Payroll Records

Host Worksite is responsible for ensuring that accurate time records of Customer's time are maintained and transmitted to **employU** in a timely manner.

Host Worksite will not allow Customer to work greater than 40 hours in a given week without written permission from the Executive Director of **employU**.

Host Worksite may reimburse Customer for reasonable expenses incurred during the course of employment according to established organizational procedures but may not provide payment of any kind to Customer including stipends, items of more than nominal value or any other form of payment without the express written permission of **employU**.

D. Safety

Host Worksite is solely responsible for providing Customer with a safe work environment that is in compliance with all applicable local, state and federal laws and regulations.

E. No Illegal use

Host Worksite will not allow a Customer to be used for any illegal purpose or undertake any activities that would jeopardize **employU**'s status as a tax-exempt organization including but not limited to engaging in conflict of interest transactions, engaging in prohibited political activity or any other activities prohibited for 501(c)(3) tax exempt organizations.

F. INSURANCE

Vocational Rehabilitation shall secure workers' compensation coverage in such amounts as is required by applicable law covering all Customers. Amerisys is the organization to contact to notify of any on-the-job injury and to complete all requested injury or incident report forms and forward the same to **Amerisys** within 48 hours of the incident. Their contact phone number is 800-455-2079 Location Code 1036. **Vocational Rehabilitation** shall assume responsibility for workers' compensation claims management, claims filing and related procedures for all Worksite Employees.

Each party shall carry commercially reasonable liability insurance that covers property, casualty and business liabilities.

VI. INDEMNIFICATION

employU agrees to indemnify, defend and hold Host Worksite, its stockholders, officers, directors, employees, and agents from and against any and all debts, claims, causes of action, liabilities, expenses (including court costs and attorneys' fees) and suits, of whatsoever kind or nature, whether in law or in equity, which may be asserted against or incurred by them, or any of them, and which result in whole or in any material part from the breach of **employU's** duties and obligations set forth herein.

Host Worksite agrees to indemnify, defend and hold **employU**, its stockholders, officers, directors, employees, and agents from and against any and all debts, claims, causes of action, liabilities, expenses (including court costs and attorneys' fees) and suits, of whatsoever kind or nature, whether in law or in equity, which may be asserted against or incurred by them, or any of them, and which result in whole or in any material part from Host Worksite's breach of its duties and obligations set forth herein.

In any case in which this Agreement provides for indemnification, that indemnification shall be conditioned upon written notice being provided within thirty (30) days of notice of such claim. The indemnified party shall have the right to defend the claim at its own initial expense with counsel of its choice.

All indemnifications shall survive the termination of this Agreement.

VII. TERMINATION OF AGREEMENT

This term of this Agreement shall be 5 years from the date of execution, and may be extended for an additional 5 years provided such extension is memorialized in writing by the authorized officials from **employU, Inc.** and Host Worksite.

Either party may terminate the Agreement upon 7 days written notice. The Agreement may be terminated without notice if **employU** believes in its sole discretion that the placement of the Customer is no longer beneficial for whatever reason to the Customer.

VIII. CONFIDENTIALITY

Both parties acknowledge that each will have access and be privy to confidential information, including but not limited to personnel information, medical information about the Customers, policies and procedures and material pertaining to the business of the other, and other information where it is imperative that said information remain confidential. As such, both parties specifically agree to keep confidential any and all such information that they may become aware of and further agree to not communicate or disseminate any such information without the express consent of the other, or as may be required by law. In addition, both parties agree to return any materials provided to the other within thirty (30) days after termination of this Agreement.

IX. NO THIRD PARTY RIGHTS

No rights to any third party are created by this Agreement and no person not a party to this Agreement may rely on any aspects of this Agreement notwithstanding any representations, written or oral, to the contrary.

X. GOVERNING LAW

This Agreement shall be governed by, construed and enforced under the laws of Florida, excluding statutes related to conflict of laws between different jurisdictions. Venue of any actions between the parties shall be in Orange County, Florida.



853 State Road 436, Suite 2045, Casselberry, FL 32707

o: (407) 598-0202 | f: (407) 386-3303

www.employU.org

MOU Signatures and Dates

employU, Inc.


Keith Bourkney, Executive Director

_____ Date

_____ Date

Host Worksite Representative

employU, Inc.
853 State Road 436, Suite 2045
Casselberry, FL 32707
P: 407-598-0202
F: 407-386-3303

P:
F:

Primary Email:

Primary Email:

SECTION B

Memorial Bench and Tree Program

Memorial Program

POLICY STATEMENT: The Viera East Community Development District (VECDD) recognizes the need for community members to have an opportunity for individuals, families and organizations to memorialize an outstanding achievement or the memory of a loved one through the planting of trees or the placement of memorial benches for the entire community to use and enjoy.

POLICY/PROCEDURE: This policy was developed to provide a coordinated and consistent approach for accepting and processing memorial requests. Anyone submitting an application for a memorial item acknowledges and recognizes that the VECDD Board of Supervisors may approve or disapprove any request at its sole discretion. This policy is limited to only those common area properties owned and managed by VECDD.

General Policy Guidelines

- The purchase and dedication of any and all memorials will be funded by private individuals or groups.
- Memorials representing or depicting a commercial advertisement will not be permitted.
- Engraving on all memorial items are limited to a maximum of 4 lines and 15 characters per line.
- VECDD will have final approval of the wording for the engraving on the memorial.
- All payments for the purchase of a memorial must be made to VECDD prior to ordering and installation of the memorial.
- All memorials will be installed by a qualified contractor selected by VECDD.
- VECDD will not be responsible for the repair or replacement of any memorial. The purchaser of the memorial releases VECDD of all responsibility for repairs and/or replacement of memorial.
- The purchaser of the memorial assumes full responsibility for the cost of any and all repairs or replacement, if necessary.
- VECDD has final approval of requested memorial and location of the memorial. When determining the approval of a memorial, VECDD will consider proximity to homes, lines of sight, distance to other memorials, safety, maintenance and existing landscaping.
- VECDD, at its own discretion, may limit the total number of any type of memorial on VECDD property.

Memorial Tree Donation (\$350)

- VECDD will work with purchaser to select an appropriate tree from the recommended tree list. Recommended trees may vary from location to location. The tree must be a 30-gallon size with a minimum height of 6 feet.
- The location of the tree must be approved by VECDD. Ideal locations for memorial trees include parks, trails and other areas where the tree can be seen and enjoyed by the entire community. Memorial trees will not be planted on private residential property or any location that may violate federal, state or local laws/rules regarding tree installation. See Exhibit "B" for recommended locations.
- The date/time of planting must be coordinated with VECDD to ensure the optimal planting season for the selected tree.
- Invasive or exotic species will not be considered. Please refer to Exhibit "A" for recommended tree list. Trees on the recommended list may not be appropriate for every location. Tree selection must be coordinated with and approved by VECDD.

Memorial Tree Donation with Marker (\$500)

- See policy above regarding tree/location selection.
- Marker shall be granite (10"x8"x4") and set into the ground next to the memorial tree.

Adopt a Tree with Marker (\$200)

- Purchaser to coordinate with VECDD to select an existing VECDD tree to designate as a memorial tree.
- Marker shall be granite (10"x8"x4") and set into the ground next to the memorial tree.

Memorial Bench with Engraving (\$1,000)

- A bench of VECDD's choosing (style and color) may be purchased with engraved message on bench back.
- The determination of the need for a concrete footing/slab shall be determined by VECDD in its sole discretion. Costs of any additional slabs will be donated and added to above cost.
- A memorial bench will only be considered in locations where benches are scheduled to be replaced or where new benches are contemplated by VECDD.

Exhibit "A"

Recommended Tree List

Canopy Trees

Elms (no Chinese)
Laurel Oak (*Quercus Laurifolia*)
Live Oak (*Quercus virginiana*)
Longleaf Pine (*Pinus taeda*)
Red Maple (*Acer rubrum*)
Slash Pine (*Pinus elliotii*)
Southern Magnolia (*Magnolia grandiflora*)
Sweetgum (*Liquidambar styraciflua*)
Sycamore (*Plantanus occidentalis*)

Accent Trees

Crape-Myrtle (*Lagerstroemia indica*)
Hollywood Juniper (*Juniperus torulosa*)
Jacaranda (*Jacaranda mimosifolia*)
Ligustrum (*Ligustrum japonicum*)
Loquat (*Eriobotrya japonica*)
Peltophorum (*Peltophorum pterocarpum*)
Savannah Holly (*Ilex opaca*, "Savannah")
Tabebuia Varieties
Nellie Stevens

Exhibit "B"

Recommended Areas for Memorials

Memorial Tree Donation

VECDD Parks, Trails and VECDD Common Areas

Adopt a Tree

All areas with existing VECDD trees

SECTION C

SERVICE AGREEMENT

PARTIES

This Agreement is effective this ___ day of _____, 2021 by and Applied Business Solutions, Inc., a Florida corporation (hereafter referred to as "Applied Business Solutions"), and Viera East Comm Development. (hereafter referred to as "Client"), whose respective addresses are set forth on the signature page of this Agreement.

I. UNDERSTANDING

The purpose of this Agreement is to set forth the understanding of the parties with regard to the obligations and responsibilities of the parties in this professional employer organization contractual relationship. In this contractual relationship, it is the intention of the parties that they not be in a joint employment relationship. The parties shall at all times act consistent with the intent that a professional employer organization relationship and not a joint employment relationship is to exist between the parties. In this professional employer organization relationship the duties and responsibilities of the parties are set forth herein between Client and Applied Business Solutions. It is the intent of the parties that any wording contained in this Agreement which is mandated by law to be included herein or which is included because of the nature of the professional employer organization relationship shall in no manner be indicative of liability or joint employer status. Additionally, this Agreement is not intended to in any way limit Client's ability to run its own business and to exercise direction and control over its own employees. The retention or reservation of any right or authority by Applied Business Solutions does not require its exercise by Applied Business

Solutions and in no manner abridges Client's rights and responsibilities with regard to Client's ability to run its own business.

II. TERM OF AGREEMENT

This contractual relationship between Applied Business Solutions and Client is intended to be long term and on-going rather than temporary in nature and not a series of limited-term assignments or a project-specific agreement. The initial term of this Agreement shall be for one (1) year (the "Initial Term").

Following the completion of the Initial Term, this Agreement shall automatically renew and remain in full force and effect for additional terms of one year, and shall remain in effect until either party gives written notice to the other party by delivering notice of termination as specified in Section XI, below, at least sixty (60) days prior to the expiration of the Initial Term or any extension of the Initial Term. In addition, Applied Business Solutions may at any time immediately terminate this Agreement in the event of breach by Client of any of the terms of this Agreement or upon the occurrence of any of the events set forth in Section IX below. Termination or expiration of this Agreement shall not affect the continuation of any outstanding obligation or liability incurred by either party during the term of this Agreement.

At any point, the Agreement may be terminated before the completion of an Agreement term and without cause by the Client with a sixty (60) day written notice of intent to terminate. Failure to give full term written notice or to fulfill the notice term by the client will result in a one-time additional fee of \$1,000.00 billed following the termination of service.

III. UTILIZED INDIVIDUALS

- A. Applied Business Solutions agrees to utilize in a non-joint employment relationship, to the extent required by applicable state law, certain of Client's employees (hereafter referred to as "utilized individuals") who will be on the payroll of Applied Business Solutions to perform job functions identified by workers' compensation code classifications. Client warrants that the list of workers' compensation classifications as set forth on Exhibit A is accurate and complete and that utilized individuals performing these job functions do so at the locations specified in this Agreement as Client's addresses or at such other locations as are set forth on Exhibit A. Because of possible application of professional employer organization statutory, regulatory, and contractual requirements, Client understands and agrees that prior written approval from the applicable workers' compensation carrier must be obtained prior to the addition of any workers' compensation classification or location.
- B. As the holder of the workers' compensation policy, Applied Business Solutions (or the applicable workers' compensation carrier) retains the right to change the classification codes, where necessary, to comply with the guidelines set forth by the National Council on Compensation Insurance (NCCI) or applicable state regulatory agency. Additionally, as Applied Business Solutions is the holder of the workers' compensation policy that encompasses utilized individuals, Applied Business Solutions or its workers' compensation carrier may provide guidance regarding injury prevention and safety issues. Such guidance is not provided as an employer or joint employer, but instead is provided in furtherance of Applied Business Solutions' goal to minimize injuries that will impact Applied Business Solutions' experience rating regarding its workers' compensation policy. The parties

recognize that Applied Business Solutions' experience rating impacts all of Applied Business Solutions' clients, not just Client, and accordingly, minimizing injuries benefits all Applied Business Solutions clients, but in no way affects any client's ability to run its own business and control its own worksite(s) and its own employees. Client expressly waives any claim against any Applied Business Solutions Indemnified Party (as defined below) based on any safety, risk or hazard issue at Client's worksite(s).

- C. Client expressly agrees and understands that no individual shall be covered by Applied Business Solutions' workers' compensation insurance (if Applied Business Solutions is supplying such insurance), or any other benefit, or issued a payroll disbursement, unless the individual has properly completed Form I-9 as required by law, and prior to entering into a PEO relationship with Applied Business Solutions, completed Applied Business Solutions' utilized individual paper work and W-4 withholding form. The obligation to obtain a properly completed I-9 Form is assigned to Client for all current and future utilized individuals. Utilized individuals who have properly completed an I-9 form for Client or for another professional employer organization which had a contractual relationship with Client at that time, prior to Client's entering into this Agreement, shall not be obligated to complete a new I-9 form upon their entering into a professional employer organization relationship with Applied Business Solutions. The utilized individual paper work and W-4 withholding form must be delivered to Applied Business Solutions before the individual commences a PEO relationship with Applied Business Solutions. Applied Business Solutions shall not be considered to be in a PEO relationship with regard to any individual until the utilized individual paper work and withholding forms (and Form I-9 as required by law) are received by Applied Business Solutions for that individual and Client is notified that the individual has been accepted by Applied Business Solutions as a utilized individual. Client represents and warrants that all of its current employees have properly completed I-9 forms.
- D. Utilized individuals are defined in this Agreement as "individuals performing services for Client for whom Applied Business Solutions processes payroll and Client submits timely, accurate and complete payment and information, while this Agreement is in effect."
- E. Client is solely responsible for all matters, including, without limitation, worker injuries and wages that occur while an employee is not acting in the capacity of a utilized individual.
- F. If Client has not notified Applied Business Solutions that it has terminated the employment of a specific utilized individual or has not notified Applied Business Solutions that the utilized individual is on a leave of absence or on an approved PTO, vacation or sick leave, and yet payroll is not reported for such utilized individual for TWO (2) consecutive payroll periods, the utilized individual shall temporarily be removed from the active payroll of Applied Business Solutions. The utilized individual will be notified by Applied Business Solutions that the utilized individual is not covered by Applied Business Solutions' workers' compensation policy for any future workplace injury unless or until the utilized individual is reinstated to active status at Applied Business Solutions. The individual will be informed that this action by Applied Business Solutions and the notification to the individual in no way affects the individual's status as an employee of Client. Should this individual return to work for Client at some point in the future, said individual will be required to complete a return to work form for Applied Business Solutions prior to workers' compensation insurance once again being applicable to this individual. Applied Business Solutions' workers' compensation policy shall not be applicable to this individual until Client is notified by Applied Business Solutions that the individual is covered by Applied Business Solutions' workers' compensation policy.

IV. APPLIED BUSINESS SOLUTIONS' RESPONSIBILITIES PURSUANT TO THIS AGREEMENT

- A. Applied Business Solutions assumes such responsibility for the payment of wages and payment of any other financial obligation to utilized individuals as is required by applicable law (and, where allowed by law, this assumption is only to the extent that Client has funded such Applied Business Solutions wage payment and financial obligations with Applied Business Solutions), which shall be paid by Applied Business Solutions from its own account. To the extent allowed by applicable law, in the event Client does not pay Applied Business Solutions for all services rendered, Applied Business Solutions may pay utilized individuals at the minimum wage rate or minimum salary provided for in the Fair Labor Standards Act and pursuant to applicable state law. This provision in no way affects the obligation of Client to pay Applied Business Solutions for all services rendered and in no way affects the obligations of Client pursuant to local, state and federal law, including but not limited to the requirement to timely pay all utilized individuals their regular rate of pay through Applied Business Solutions (or directly, if otherwise required by law). Additionally, where allowed by law, in this Agreement, the term "wages" does not include any obligation on the part of Applied Business Solutions to assume or become a party to any agreement, contract, plan, policy, or obligation which may exist between Client and any utilized individual, or to assume or become a party to any other agreement to provide any compensation or benefit, in any form, and does not include any obligation between Client and any utilized individual for payments beyond or in addition to the utilized individual's salary, draw, or regular rate of pay, unless Applied Business Solutions specifically adopts such obligations by way of a written agreement entered into with the utilized individual and signed by an officer of Applied Business Solutions. It is the intent of the parties that Applied Business Solutions will assume no contractual obligation which may exist between Client and any utilized individual. The parties agree that as of the Effective Date of this Agreement, Applied Business Solutions has not assumed or become a party to any of the aforementioned additional obligations of Client as set forth in this Section and Applied Business Solutions has neither assumed nor become a party to any contractual obligation which may exist between Client and any utilized individual. In this regard, to the extent allowed by law, Applied Business Solutions does not assume responsibility for payment of bonuses, commissions, severance pay, deferred compensation, profit sharing,

vacation, sick, or other paid time off pay, compensation, benefit, or for any other payment not required by law, in any form, where payment for such items has not been received by Applied Business Solutions from Client.

- B. To the extent required by law (and, where allowed by law, to the extent that Client has funded such Applied Business Solutions financial obligations) Applied Business Solutions assumes responsibility for the payment of benefits for utilized individuals provided by Applied Business Solutions as well as for payment, withholding, collecting, reporting, and remittance of payroll and unemployment taxes from payroll on utilized individuals, regarding payroll reported to and paid by Applied Business Solutions.
- C. The responsibility to obtain workers' compensation coverage for utilized individuals from a carrier properly licensed to do business in the State where the utilized individuals are located and which is in compliance with all applicable requirements of being a carrier shall be the responsibility of Applied Business Solutions, unless otherwise required by law. It is the intent of the parties that no volunteer, independent contractor, or anyone else who is not a utilized individual of Applied Business Solutions, be covered by any workers' compensation policy issued to Applied Business Solutions. Should Client perform work in a state that allows or requires Client to maintain its own workers' compensation policy and should Applied Business Solutions, in writing, agree to allow Client to maintain its own workers' compensation policy, Applied Business Solutions shall, at Applied Business Solutions' option, be named as an additional insured or a labor contractor (or listed on the alternate employer endorsement) and shall be a certificate holder on such policy or policies. To the extent allowed by law, Applied Business Solutions shall have no responsibility to cover any utilized individual with a workers' compensation policy issued in the name of Applied Business Solutions, and Applied Business Solutions shall have no liability for any accident or injury which occurs to any utilized individual or non-utilized individual or to anyone else, in such situations where Client retains its own workers' compensation policy for utilized individuals. It is the intent of the parties that no utilized individual be covered by any workers' compensation policy issued to Applied Business Solutions in situations in which the parties have agreed that Client shall maintain its own workers' compensation policy for utilized individuals. In situations where Client maintains its own workers' compensation policy covering utilized individuals, Client shall periodically, at the reasonable request of Applied Business Solutions, provide documentation to Applied Business Solutions sufficient to establish that Client has paid all workers' compensation premiums.
- D. Client and Applied Business Solutions shall adhere to such drug free workplace program, if any, as may be implemented pursuant to the applicable workers' compensation policy.
- E. Applied Business Solutions shall notify, in writing, all utilized individuals of the relationship between Applied Business Solutions and Client as well as the inception, termination, and/or expiration of this Agreement and explain the general nature of the professional employer organization relationship by and among Client, utilized individuals, and Applied Business Solutions. Client and Applied Business Solutions agree that should any utilized individual raise an issue of discrimination, harassment, retaliation, or any other employment related issue, it shall be Client's responsibility to handle, investigate and resolve such issue(s). Should any investigation of such issue(s) occur and should the utilized individual and Client desire Applied Business Solutions to be involved in such investigation of the issue(s), if Applied Business Solutions, in its sole discretion, agrees to be involved in the investigation, Applied Business Solutions' role shall be strictly limited. Applied Business Solutions shall not be a decision-maker/joint employer, and Applied Business Solutions' role shall be limited to conducting such investigation deemed appropriate by Applied Business Solutions and attempting to facilitate a resolution of the issue(s) which is mutually agreeable to the utilized individual and to Client. The responsibility to defend, resolve and/or end any such inappropriate conduct which may be occurring rests solely with Client.
- F. With respect to any group health plan maintained by Applied Business Solutions and set forth on Exhibit B which provides coverage to eligible utilized individuals, Applied Business Solutions assumes responsibility for proper COBRA administration, subject to timely and complete notification by Client of the occurrence of any "qualifying event." For these purposes any group health plan shall be maintained by Applied Business Solutions only if the contract is between Applied Business Solutions and the insurer. As of the Effective Date of this Agreement and only if utilized individuals and Client participate in Applied Business Solutions' group health plan, Applied Business Solutions shall be responsible for current COBRA participants on Client's group health plan who are listed in Exhibit C, attached and incorporated herein by reference. Client warrants that all COBRA participants, at all times, were and remain eligible for coverage in accordance with federal law. Client shall be fully responsible for any group health plan maintained by Client.
- G. Applied Business Solutions shall provide and coordinate the benefit programs, if any, set forth on Exhibit B beginning on the Effective Date specified on Exhibit B. A utilized individual's available coverage and eligibility to participate in a given plan shall be governed by and subject to the terms and conditions of the plans offered by Applied Business Solutions. Applied Business Solutions and its applicable carrier reserve the right to change or substitute benefit plans or to implement cost increases. Applied Business Solutions shall provide at least TWENTY (20) days prior notice of any such change, substitution, or cost increase. Client shall have TWENTY (20) days following its receipt of notice from Applied Business Solutions regarding any such change, substitution, or cost increase to notify Applied Business Solutions, in writing, of its termination of this Agreement. Such termination shall only occur after payment by Client of all sums owed Applied Business Solutions. Applied Business Solutions also reserves the right to cancel a plan due to lack of participation or a change in applicable law. No utilized individual shall be covered by any benefit plan until the utilized individual has prepared the appropriate submission form, submitted it to the carrier, been notified by the carrier of the utilized individual's acceptance into the plan, and paid the premium for the first month.

H. Reserved for EPLI Coverage [if applicable]

- I. Notwithstanding anything to the contrary contained herein, no rights or authority required to remain with Applied Business Solutions shall be delegated to Client.

V. CLIENT RESPONSIBILITIES

- A. To the extent allowed by law regarding Client: Client shall be entitled to exercise all rights, and shall be obligated to perform all duties and responsibilities, otherwise applicable to an employer in an employment relationship; Client shall retain sufficient direction and control over the workplace and over the utilized individuals as is necessary to supervise all day-to-day work activities of the utilized individuals. Additionally, Client and not Applied Business Solutions, shall have the right to control the manner, means, and details of the work performed by the utilized individuals. In this regard, authority to change utilized individuals' employment and working conditions, the services provided by utilized individuals, and the ability to determine utilized individuals' rate and method of pay are all the responsibility of Client. Client shall retain such sufficient direction and control over the utilized individuals and over the workplace as is necessary to conduct Client's business, discharge any applicable fiduciary duty that it may have, or comply with any applicable licensure, regulatory, or statutory requirement of Client or any utilized individual.
- B. Also to the extent allowed by law: Client shall be responsible for directing, supervising, training, establishing and maintaining safety at its worksite(s), and controlling the work of the utilized individuals with respect to the business activities of Client, including, but not limited to, controlling the manner, means, and details of the work performed by utilized individuals, setting, changing, and controlling utilized individuals' wages, wage rates, method of pay, hours, employment and working conditions, and terms and conditions of employment; Client shall make any and all strategic, operational, and all other business-related decisions regarding Client's business; Such decisions and related outcomes shall exclusively be the responsibility of Client and Applied Business Solutions shall bear no responsibility or liability for any actions or inactions by Client or by any utilized individual; Additionally, Client shall have sole and exclusive control over the day-to-day job duties of all utilized individuals, including the services to be provided by such utilized individuals and the tools and equipment to be utilized by such utilized individuals, and Applied Business Solutions shall have no responsibilities with regard to the utilized individuals' performance of such day-to-day job duties; Furthermore, Applied Business Solutions shall have no control over the job site at which, or from which, utilized individuals perform their services; Control over the day-to-day job duties of utilized individuals and over the job site at which, or from which, utilized individuals perform their services is solely and exclusively assigned to Client; Client expressly absolves Applied Business Solutions of control over the day-to-day job duties of the utilized individuals and over the job site at which, or from which, utilized individuals perform their services; Client shall be solely responsible for the quality, adequacy, and safety of the goods and services produced or sold in Client's business and Client and not Applied Business Solutions shall be liable for the acts, errors, or omissions of Client and those of any utilized individual. Client shall have sole and exclusive control of all matters within the jurisdiction of the United States Occupational Safety and Health Administration and any applicable state agency. Responsibilities not assigned to Applied Business Solutions in this Client Service Agreement, or by applicable law, shall remain with Client.
- C. At the end of each pay period, Client shall obtain and provide to Applied Business Solutions all records of actual time worked by each utilized individual, the status of the utilized individual as either exempt or nonexempt, and verify that this information is accurate and in compliance with the requirements of the Fair Labor Standards Act, other laws administered by the U.S. Department of Labor's Wage and Hour Division, and any applicable local or state law. Client shall be solely responsible for the verification of payroll information, including but not limited to verifying that child labor laws have been complied with and that wages, minimum wage, overtime, prevailing wage rate, piece rate, meal and rest breaks, commissions, and bonuses have been correctly calculated and followed. In addition, Client shall be solely responsible for any and all liability to any utilized individual with regard to all aspects of Client's payroll, whether or not such payroll has been paid through Applied Business Solutions, including but not limited to wages, minimum wage, overtime, prevailing wage rate, piece rate, meal and rest breaks, commissions, and bonus obligations to utilized individuals. Client shall review all payrolls and payroll information provided to Client by Applied Business Solutions to ensure that all data, paychecks and payroll disbursements are accurate and that no incorrect or fraudulent information has been supplied to Applied Business Solutions, whether such information is supplied to Applied Business Solutions by a utilized or a non-utilized individual. Client acknowledges that any failure on its part to timely and accurately review the payroll and the documentation and paychecks and/or payroll disbursements provided by Applied Business Solutions prior to the time that paychecks and/or payroll disbursements are disseminated to utilized individuals shall be an absolute bar to any claim for damages against Applied Business Solutions. Unless otherwise provided to Client by Applied Business Solutions in writing, Client shall submit all time records for a given pay period no later than TWO (2) business days prior to the date paychecks and/or payroll disbursements are to be distributed to utilized individuals. If Client fails to provide the necessary information as required, or submits changes to the information previously reported on time, the delivery of payroll checks and/or payroll disbursements by Applied Business Solutions will be delayed and Client, at Applied Business Solutions' sole discretion, may be billed an out of cycle processing charge, plus any out-of-cycle shipping charges. Client shall be solely responsible for incorrect, improper or fraudulent records of hours worked, for improper classification of utilized individuals, and for any fraudulent, improper, or illegal activity engaged in by any utilized individual. Client shall be responsible for any checks and payroll disbursements that have been requested by Client and which have been issued by Applied Business Solutions to

any utilized individual, including any checks that have been cashed by a holder in due course, whether or not a stop payment request has been filed. Additionally, wherever state or federal law affixes payroll check cashing fees or other disbursement fees as the responsibility of the "employer," that responsibility shall be assumed by Client.

- D. Subject to the requirements and limitations set forth at Section IV. B., Client also represents and warrants that all payments that qualify as W-2 wages to be paid to any utilized individual are to be paid through Applied Business Solutions and that any such utilized individuals will receive no additional wages in any form from Client. Client agrees it will be solely responsible for damages of any nature, including, but not limited to back wage claims, unpaid wage claims, wage theft claims, tax claims, as well as claims pursuant to the Fair Labor Standards Act, arising out of Client's failure to properly report hours worked, exempt status, and other required payroll and tax information to Applied Business Solutions and for any direct payment by Client to a utilized individual of any remuneration. In addition, Applied Business Solutions shall not be considered to have any obligations towards any employee of Client for whom required payroll information is not supplied during any payroll period (except as may be required by law). Client assumes full responsibility for workers' compensation claims, benefit claims (including but not limited to health insurance claims and pension claims), tax obligations, employment discrimination claims, general liability claims, third-party claims, and any and all other obligations or claims pertaining in any way to any individual for whom payroll information is not supplied during any payroll period (except as may be required by law), or who is paid or treated in whole or in part by Client, as a non-utilized individual, independent contractor, volunteer, or in any other capacity. Applied Business Solutions shall have no obligation to provide workers' compensation insurance for independent contractors, subcontractors, and for employees of such entities engaged or hired by Client. Client shall not, directly or indirectly, engage or hire any independent contractor or subcontractor that does not have workers' compensation insurance coverage with respect to itself and its employees. Client shall obtain a certificate evidencing workers' compensation insurance coverage with respect to the employees of any independent contractor or subcontractor engaged or hired by Client, or shall provide workers' compensation insurance coverage with respect to the employees of any such contractor. In no event will any independent contractor (including any subcontractor of the independent contractor), subcontractor, volunteer, non-utilized individual, or any of the aforementioned's employees, be covered by Applied Business Solutions' workers' compensation policy or be considered a utilized individual of Applied Business Solutions. Client shall at all times maintain a workers' compensation policy encompassing all of its employees who are not utilized individuals pursuant to this Agreement and Client is on notice that pursuant to applicable law, Client has a statutory obligation to secure workers' compensation coverage for employees who are not utilized individuals of Applied Business Solutions. Client agrees to unconditionally indemnify, hold harmless, protect, defend and unconditionally release, acquit, remise, waive and forever discharge all Applied Business Solutions Indemnified Parties and any insurer of Applied Business Solutions (including paying all of the aforementioned's attorneys' fees and costs) if any claim (including administrative, legal, or equitable claim) is brought against a Applied Business Solutions Indemnified Party or against an insurer of Applied Business Solutions alleging a workers' compensation based claim, where Client was responsible for obtaining workers' compensation insurance for utilized individuals.
- E. In states where required or allowed by law or regulation, Applied Business Solutions shall have the right to use Client's state identification numbers for unemployment tax reporting purposes. In such states, Client shall provide Applied Business Solutions with its state identification number used for reporting state unemployment insurance, and shall forward all state unemployment information and notices to Applied Business Solutions within FIVE (5) business days of receipt. In the event applicable law affords Applied Business Solutions the option to report under Client's state identification number, Applied Business Solutions shall have, at its sole discretion, the right to do so. In the event Applied Business Solutions reports under its own number, then Client shall notify the state or states in which it operates that unemployment shall be reported under Applied Business Solutions' identification number.
- F. At its own expense, Client shall provide a suitable place of employment for all utilized individuals, which shall comply with all applicable local, state and/or federal laws, ordinances, and regulations related to occupational health and safety, and Client agrees to provide all facilities, supplies, equipment, training and all other necessary items that may be required by utilized individuals to perform their services. Client represents that its working environment, equipment, machinery, supplies and training for existing employees currently meet all state and federal OSHA standards and that they will be maintained in compliance with such standards during the duration of this Agreement. Client agrees that it is solely responsible for compliance with safe work practices and the use of protective equipment imposed by controlling federal, state and local government, as well as any required by the applicable workers' compensation carrier. Client is also solely responsible to comply with all applicable laws, ordinances, and regulations related to environmental, equipment, machinery and all other matters affecting utilized individual safety. Client further agrees to comply with any Applied Business Solutions workers' compensation light-duty requirements, including reinstatement of utilized individuals in a light-duty capacity. Such Client light-duty obligations shall survive termination or expiration of this Agreement.
- G. Client shall comply with any and all safety requirements and recommendations, if any, made by the applicable workers' compensation carrier. Client also shall establish and maintain a safety program in accordance with state and/or federal laws and regulations, along with any committees, programs, policies, plans and training required under state and/or federal laws and regulations pertinent to professional employer organizations and their clients. Additionally, as Applied Business Solutions is the holder of the workers' compensation policy that encompasses utilized individuals, Applied Business Solutions or its workers' compensation carrier may provide guidance regarding injury prevention and safety issues. Such guidance is not provided as an employer or joint employer, but instead is provided in furtherance of Applied Business Solutions' goal to minimize injuries that

will impact Applied Business Solutions' experience rating regarding its workers' compensation policy. The parties recognize that Applied Business Solutions' experience rating impacts all of Applied Business Solutions' clients, not just Client, and accordingly, minimizing injuries benefits all Applied Business Solutions clients, but in no way affects any client's ability to run its own business and control its own worksite(s) and its own employees. Client acknowledges with regard to Applied Business Solutions and/or its workers' compensation carrier, in their either providing or not providing guidance and/or assistance, assumes no liability and no responsibility regarding safety issues at Client's worksite(s). Client expressly waives any claim against any Applied Business Solutions Indemnified Party (as defined below) based on any safety, risk or hazard issue at Client's worksite(s).

- H. If a utilized individual is injured, Client shall immediately report the accident and injury to Applied Business Solutions, and shall cooperate in conducting any investigation related to the accident and injury. If Client fails to accommodate any utilized individual released for light-duty assignment, then Client shall pay to Applied Business Solutions all workers' compensation wages disbursed to such utilized individuals that should have been paid in the form of earned wages for performing light-duty services. Workers' compensation work-related accidents or injuries must be reported to Applied Business Solutions immediately after they occur. In the event Client or any utilized individual fails to notify Applied Business Solutions within TWENTY-FOUR (24) hours following a work-related accident or injury, Client shall immediately reimburse Applied Business Solutions for any fees, fines, or penalties imposed by Applied Business Solutions' insurance carriers or any state or federal agency. This provision shall only be applicable in situations where Applied Business Solutions provides workers' compensation coverage for utilized individuals.
- I. Client acknowledges that Applied Business Solutions maintains for eligible utilized individuals only the employee benefit plans set forth in this Agreement. Any other employee benefit plans maintained by Client, regardless of whether they provide a benefit to the utilized individuals, shall be the sole responsibility of Client, and shall not duplicate or otherwise conflict with the benefits provided by Applied Business Solutions. Client will provide to Applied Business Solutions, written statements of its policies regarding all employee benefit programs related to utilized individuals. Such policies will comply with all local, state, and/or federal, governmental laws, ordinances, and regulations.
- J. Client retains all obligations for the continuation of coverage for any current COBRA participants as well as for any and all eligible utilized individuals at the time of termination or expiration of this Agreement if group health insurance is not provided to utilized individuals pursuant to this Agreement. If Applied Business Solutions' group health insurance coverage, if any, has been accepted pursuant to this Agreement, upon termination or expiration of this Agreement, for any reason, Client shall obtain group health insurance coverage for all former utilized individuals, and shall assume from Applied Business Solutions all responsibility and obligation for the continuation of coverage for any COBRA participants listed in Exhibit C, as well as for any and all eligible utilized individuals at the time of termination or expiration of this Agreement for the remainder of their COBRA eligibility period. In the event Client fails to provide said group health insurance, Client shall pay an administrative fee to Applied Business Solutions in the amount of ONE HUNDRED and NO/100 (\$100.00) dollars per month (this sum is in addition to the premium payment payable by the applicable utilized individual and/or family member/dependent), per former utilized individual who is a COBRA participant (the fee shall also be applicable for a family member/dependent who is receiving COBRA benefits through Applied Business Solutions where the former utilized individual is not receiving COBRA benefits) under Applied Business Solutions' plans. Client acknowledges that this amount is reasonable to cover Applied Business Solutions' expense in extending continued health care coverage to the utilized individuals and this amount is not a penalty. Nothing in this provision shall be construed or interpreted as precluding or limiting Applied Business Solutions' right to pursue damages in a court of law or equity, which arose as a result of Client's failure to obtain and provide insurance as set forth herein.
- K. Client shall provide, at its own expense, reasonable access and accommodations as required by the Americans with Disabilities Act, and any regulations related thereto. In addition, Client shall comply with the guidelines and provisions of the Americans with Disabilities Act in its determinations of individuals it desires to hire, promote, place at certain Client work location(s), or fire.
- L. Where applicable, Client shall comply with the Worker Adjustment and Retraining Notification Act ("WARN"), and will give Applied Business Solutions at least SIXTY-FIVE (65) days' written notice prior to effecting any plant closing or effecting any mass lay-off as defined in WARN.
- M. To the extent the Family and Medical Leave Act ("FMLA") is applicable to Client, if at all, Client shall at all times comply with the FMLA and where the FMLA is applicable to Client, it is Client's responsibility to reinstate eligible utilized individuals, and in all other manner to comply with the FMLA. This provision shall survive termination or expiration of this Agreement.
- N. Client acknowledges that during the term of this Agreement, Client will be the sponsoring employer for purposes of petitioning or applying for immigration visas for the employment of an alien selected for hire as a utilized individual and that Client shall have sole and exclusive responsibility for compliance with the requirements of law regarding the employment of individuals working pursuant to a visa. Client understands and agrees that it is Client's responsibility to obtain and maintain any necessary visas and to pay all associated costs. In addition, Client acknowledges that to the extent allowed by law it has all responsibility to properly obtain and to maintain I-9 forms in conformity with the Immigration Reform and Control Act of 1986. A copy of all such properly completed I-9 forms will be timely and immediately supplied to Applied Business Solutions.
- O. Client shall abide by and comply with all other applicable employment-related laws, ordinances and regulations (local, state and federal), including, but not limited to, those related to discrimination based on race, sex, sexual orientation, harassment of any

type (including sexual harassment), disability, color, age, genetic information, national origin, citizenship status, religion, retaliation, veteran status, military status, and union status.

- P. Any obligation placed upon an employer by applicable law to verify the eligibility of an individual for employment through the Basic Employment Verification Pilot Program as jointly administered by the United States Department of Homeland Security and the Social Security Administration ("E-Verify") or any successor program or to in any manner utilize the E-Verify system, to the extent allowed by law, is retained solely and exclusively by Client.
- 1. Should either Client or Applied Business Solutions obtain actual knowledge that a utilized individual is an unauthorized alien, such knowledge shall immediately be conveyed to the other Party via facsimile, e-mail, and overnight delivery and it shall be the responsibility of Client to immediately conform with the requirements of applicable state and federal law and to terminate the employment of such unauthorized alien upon receipt of such actual knowledge (after providing all appropriate procedural due process rights to the affected individual). Client or Applied Business Solutions shall be solely responsible for any actual knowledge which it may possess regarding the employment of any unauthorized alien which is not timely conveyed to the other party, as set forth herein. Neither Client nor Applied Business Solutions shall utilize such unauthorized alien in any capacity whether as an employee, independent contractor, subcontractor, volunteer, or any other capacity, after it obtains actual knowledge of the unauthorized status of any individual.
- Q. If any utilized individual is required to be licensed, registered or certified under any federal, state, or municipal law or regulation, or to act under the supervision of such a licensed, registered or certified person or entity in performing services, then any such utilized individual shall be deemed to be an employee of Client for such purposes but shall remain covered by Applied Business Solutions' workers' compensation policy where Applied Business Solutions is supplying workers' compensation coverage. Client shall also be solely responsible for verifying such licensure, registration, or certification and/or providing such required supervision.
- R. Applied Business Solutions does not assume any responsibility for and makes no assurances, warranties, or guarantees as to the ability or competence of any utilized individual. This Agreement in no way alters any responsibilities of Client to perform any and all work history, reference checks and background checks on utilized individuals (including driving record and accident record background checks). Additionally, Client assumes full and complete responsibility for the consequences of performing or failing to perform, initially and on an on-going basis, work history, reference checks and background checks on utilized individuals, including, but not limited to, driving record and accident record background checks on utilized individuals and Applied Business Solutions shall have no responsibility with regard to these matters.
- S. Any and all Affirmative Action Plan program development, administration, tracking, and the like, shall be the exclusive responsibility of Client.
- T. Client shall notify, in writing, all utilized individuals, of the inception and termination or expiration of this Agreement. Client shall also immediately upon termination or expiration of this Agreement notify all utilized individuals of the termination or expiration of this Agreement and inform them that if they were covered by Applied Business Solutions' workers' compensation policy, they are no longer covered by Applied Business Solutions' workers' compensation policy.
- U. Upon termination or expiration of this Agreement, Client shall continue sole responsibility for all accumulated, but unused, sick leave and vacation time for utilized individuals and for sole compliance with all employment agreements.
- V. If Applied Business Solutions is providing workers' compensation coverage to utilized individuals, Applied Business Solutions will only provide workers' compensation insurance for utilized individuals working in the state designated on Exhibit A as the "Home State" and for such other states or jurisdictions as are set forth on Exhibit A. No utilized individual may perform any work in a state other than the Home State and those other states and jurisdictions listed on Exhibit A without the prior written approval of Applied Business Solutions and Applied Business Solutions' workers' compensation carrier unless the performance of such temporary work outside the Home State (or such other state or jurisdiction as may be listed on Exhibit A where the utilized individual performs services) is permitted by Applied Business Solutions' workers' compensation policy and is in compliance with the requirements of Home State law and the law of the state or jurisdiction where such utilized individual is temporarily performing services. Because of possible application of workers' compensation and professional employer organization statutory, regulatory, and contractual requirements, should Applied Business Solutions and its workers' compensation carrier agree to allow any utilized individual to perform services outside of the Home State and those other states listed on Exhibit A as a utilized individual who is covered by Applied Business Solutions' workers' compensation policy, Client and Applied Business Solutions will negotiate any fee adjustment which is deemed applicable by Applied Business Solutions. Absent the agreement of Applied Business Solutions and its workers' compensation carrier to allow work to be performed outside the Home State and those other states and jurisdictions listed on Exhibit A and be covered by Applied Business Solutions' workers' compensation policy and absent agreement of the Parties on a fee adjustment, no utilized individual may perform such services outside the Home State and those other states and jurisdictions listed on Exhibit A and be covered by Applied Business Solutions' workers' compensation policy. Applied Business Solutions' workers' compensation policy shall not be applicable to any utilized individual performing work outside the Home State and those other states and jurisdictions listed on Exhibit A without the written permission

of Applied Business Solutions and its workers' compensation carrier and the performance of such work, without written permission, shall be a material breach of this Agreement, at the sole option of Applied Business Solutions.

- W. Any tax imposed by any local or state taxing authority based upon Client's relationship with Applied Business Solutions, such as a sales or use tax, or gross receipts tax, shall be the sole responsibility of Client.
- X. Client shall at all times comply with and be responsible for all federal, state, and local laws requiring the posting or providing of notices to employees at Client's workplace.

VI. SERVICE FEES

- A. For services to be rendered under this Agreement, Applied Business Solutions shall be entitled to a setup fee and service fee as specified on Exhibit A hereto (in determining the total charges billed to Client, the component parts of the total charges may be less than or may exceed Applied Business Solutions' actual costs of doing business. It is the intent of the Parties that the total charges billed to Client be one composite charge where Client accepts, and is satisfied with, the total bill, which is billed to Client, irrespective of what Applied Business Solutions' actual cost of any component part of the total bill may be or any refund, rebate, or credit which either Party may be entitled to receive). In addition, Client agrees that since FUTA and SUTA taxes may be adjusted at any time by any applicable state or by the federal government, FUTA and SUTA rates may be adjusted at any time by Applied Business Solutions using reasonable business judgment following, or in anticipation of such increases. All funds due Applied Business Solutions are payable by wire transfer or ACH, as specified on Exhibit C hereto, prior to Applied Business Solutions' issuance of payroll checks and/or disbursements each pay period and shall be paid to Applied Business Solutions on the day after each pay period ends. All accounts not paid when due will be subject to, at Applied Business Solutions' sole discretion, a late payment charge of up to one and one-half percent (1.5%). Checks or other disbursements from Client to Applied Business Solutions returned unpaid from Client's bank will be, at Applied Business Solutions' sole discretion, subject to the late payment charge plus any additional costs incurred by Applied Business Solutions. An unpaid balance will also be subject to, at Applied Business Solutions' sole discretion, periodic charge of up to one and one-half percent (1.5%) per calendar month (or such maximum lesser interest amount if set by applicable law at a lower amount) until paid in full. For any past due amounts or payments not paid for any reason, Client authorizes Applied Business Solutions to convert the unpaid balance(s) to electronic check(s) for submission to Client's bank for payment via Automated Clearing House (ACH). Applied Business Solutions reserves the right to at any time terminate this Agreement if full payment is not made when due.
- B. Should Client require additional services not included in this Agreement, the fee for any such additional services shall be negotiated and paid separately. The fees set forth on Exhibit A are subject to increase by Applied Business Solutions based upon changes in local, state and/or federal employment law, increases in Applied Business Solutions' cost of doing business (including, but not limited to, increases in taxes, premiums, fees, and/or assessments whether or not retroactive in nature), changes in insurance requirements or costs, costs directly attributable to Client or to utilized individuals working at Client, or changes in Client's payroll. Upon written notification to Client from Applied Business Solutions of a fee adjustment, Client shall have the right to terminate this Agreement by giving notice of termination to Applied Business Solutions within FOURTEEN (14) days after receipt from Applied Business Solutions of a notice of a fee adjustment, and after payment of all funds owed to Applied Business Solutions by Client. Such termination shall be effective THIRTY (30) days after Applied Business Solutions' receipt of Client's notice of termination (or such other date as is mutually agreed to by the parties). Notwithstanding anything to the contrary contained herein, Client shall be liable for any retroactive increase imposed upon Applied Business Solutions which is applicable to the period during which this Agreement has been in effect.
- C. Should Client and Applied Business Solutions be agreeable to allowing Client to reimburse Applied Business Solutions by means other than a wire transfer, Client may be required to maintain a prepayment with Applied Business Solutions in an amount equal to the total payroll and any direct and indirect costs related to that payroll for one average payroll period. These monies shall be maintained by Applied Business Solutions to help guarantee performance of all terms, covenants, and obligations of Client under this Agreement. Client agrees that should any interest be earned on such prepayment, such interest shall belong to Applied Business Solutions. If Client should fail to pay Applied Business Solutions any payment or any other funds when due, Applied Business Solutions may apply the prepayment to the amount due. Applied Business Solutions shall refund any remaining prepayment within TWENTY (20) days after the termination or expiration of this Agreement, provided Client has fulfilled all of its obligations under this Agreement.
- D. In addition, Client may also be required to provide to Applied Business Solutions a financial assurance in the form of a Personal Guaranty (if a Personal Guaranty is required, it is attached hereto and incorporated herein by reference), an irrevocable letter of credit, a bond, or such other financial assurance acceptable to Applied Business Solutions to guaranty the obligations of Client hereunder. Applied Business Solutions may require additional financial assurance if, at any time, Applied Business Solutions in its sole discretion determines that a change has occurred in the financial condition of Client or if Client's average payroll increases.

VII. INDEMNIFICATIONS

- A. Client will provide proof of comprehensive general liability insurance coverage for its operations and all utilized individuals, with a minimum limit of liability not less than one million (\$1,000,000.00) dollars per occurrence. If any utilized individual will operate a vehicle owned or otherwise of any kind for Client, Client shall maintain automobile liability insurance (including Hired/Non Owned automobile liability insurance) and furnish liability insurance encompassing liability for bodily injury and property damage and against uninsured motorists, each with a minimum limit of liability no less than one million (\$1,000,000.00) dollars per occurrence. Such policies shall also include blanket contractual liability and personal injury liability coverage. In addition, if professional employees become utilized individuals pursuant to this Agreement, professional liability coverage will be secured and maintained by Client with a limit of liability of no less than one million (\$1,000,000.00) dollars per occurrence. If Client's business includes the sale of alcoholic beverages, including beer and wine, it shall obtain liquor liability insurance with a combined single limit of liability of not less than one million (\$1,000,000.00) dollars per occurrence in addition to general liability insurance and Hired/Non Owned automobile liability insurance. Client agrees, at its own expense, to include Applied Business Solutions as an additional named insured on all of Client's insurance policies, including without limitation professional liability policies and fidelity bonds. Client shall at the request of Applied Business Solutions deliver to Applied Business Solutions a certificate evidencing such insurance and the agreement(s) of the insurer(s) that such insurance may not be canceled without TWENTY (20) days prior notice to Applied Business Solutions. Any coverage that issues against the dishonest or criminal conduct or misappropriation of any funds engaged in by any utilized individual maintained hereunder, such as fidelity bonding, shall be at Client's expense. All insurance policies maintained by Client shall provide coverage, which will be primary in the event of any claim. All insurance policies shall waive Client's subrogation rights in favor of Applied Business Solutions. Client's obligation under this Section shall survive termination or expiration of this Agreement.
- B. Without regard to the fault or negligence of any party, Client hereby unconditionally indemnifies, holds harmless, protects and defends and unconditionally releases, acquits, remises, waives and forever discharges, and to the extent allowed by law covenants not to sue Applied Business Solutions, and all subsidiary, affiliate, related, and parent companies, their current and former respective shareholders, non-utilized individuals, attorneys, officers, directors, agents and representatives (all indemnified parties referred to as "Applied Business Solutions Indemnified Parties") from and against any and all claims, demands, damages (including liquidated, punitive and compensatory), injuries, deaths, actions and causes of actions, costs and expenses (including attorney's fees and expenses at all levels of proceedings), losses and liabilities of whatever nature (including liability to third parties), and all other consequences of any sort, whether known or unknown, without limit and without regard to the cause or causes thereof or the negligence (whether active or passive) of Applied Business Solutions or any Applied Business Solutions Indemnified Party that may be asserted by Applied Business Solutions or asserted or brought against any Applied Business Solutions Indemnified Party which is in any way related to this Agreement, the products or services provided by Client or by Applied Business Solutions, the actions of any utilized individual, the actions of any non-utilized individual employed by Client, or of any other individual, any act by or against any individual who is acting outside the capacity of a utilized individual at the time the matter arises, including without limitation, all safety, risk, and hazard issues, all unsafe conditions and safety violations, any violation of any local, state and/or federal law, regulation, ordinance, directive or rule whatsoever, and all employment-related matters which shall include but not be limited to all matters arising under local, state and/or federal right-to-know laws, environmental laws, immigration laws (including I-9 obligations), all laws within the jurisdiction of the NLRB, OSHA, U.S. Department of Labor, and EEOC, including Title VII of the Civil Rights Act of 1964, as amended, the Americans with Disabilities Act (including without limitation those aspects relating to employment, public access and public accommodation), the WARN Act, ERISA, all laws governing wages and hours (including without limitation: prevailing wage rate; exempt and non exempt status; child labor; family and medical leave; and minimum wage and overtime matters), all laws governing race, sex, sexual orientation, harassment of any type (including sexual harassment), disability, color, age, genetic information, national origin, citizenship status, religion, retaliation, veteran status, military status, union status, and all other types of discrimination prohibited by applicable law, all laws governing disclosed and undisclosed benefit plans, all other labor laws, and all contract and all tort claims.
- C. Applied Business Solutions hereby unconditionally indemnifies, holds harmless, protects and defends Client, and all subsidiary, affiliate and parent companies, their shareholders, employees, attorneys, officers, directors, agents and representatives from and against any and all claims, demands, damages, injuries, deaths, actions, costs and expenses (including attorney's fees and expenses at all levels of proceedings), losses and liabilities of whatever nature (including liability to third parties), and all other consequences of any sort, arising out of the negligent or willful failure of any non-utilized individual employed by Applied Business Solutions at any of its corporate offices to comply with applicable workers' compensation coverage for utilized individuals (where correct information is timely supplied by Client to Applied Business Solutions and Applied Business Solutions is providing such insurance), withholding tax, or ERISA laws, ordinances, and regulations, or where any action is taken by Client in compliance with a corporate Applied Business Solutions policy, procedure, or direction, which is in writing and which is illegal under any applicable local, state or federal law.
- D. All indemnifications are and shall be deemed to be contractual in nature and shall survive the termination or expiration of this Agreement.

VIII. BENEFIT PLANS

- A. Applied Business Solutions shall have such rights and authority so as to allow Applied Business Solutions to provide benefits to utilized individuals and to have an insurable interest with regard to utilized individuals. Client acknowledges that Applied Business Solutions has available employee benefit plans for the possible application to utilized individuals. Any other employee benefit plans maintained by Client, regardless of whether they provide benefits to the utilized individuals, shall be the sole responsibility of Client. All benefit plans shall be subject to the terms and conditions of eligibility and to such modifications as may occur to such plans. Applied Business Solutions reserves the right to change any benefit plan which it offers to utilized individuals (including the right to change carriers) and to raise the rates charged for such benefit plans.
- B. To assure compliance with the Internal Revenue Code, the Employee Retirement Income Security Act and other federal regulations, Client agrees to properly disclose to Applied Business Solutions all information reasonably required by Applied Business Solutions for the proper administration of its benefit plans. This includes, without limitation, certification by Client that it has disclosed to Applied Business Solutions all information requested by Applied Business Solutions in any benefit plan questionnaires including the following information: (1) any retirement plans currently or previously maintained by the adopting company or any related entities (within the meaning of the Internal Revenue Code Section 414, including 414(b), 414(c), 414(m) or 414(o)); (2) listed all of the owners, officers and shareholders (to identify those highly compensated and key employees for purpose of discrimination and top heavy testing); (3) listed/entered any family relationships for owners, officers and shareholders with utilized individuals. In the event that Client has failed to properly identify and/or properly complete any benefit plan questionnaire, Client agrees to indemnify Applied Business Solutions Indemnified Parties for any and all liability associated therein.
1. Prior to Client merging its plan into the qualified Applied Business Solutions Retirement Plan, or prior to Client transferring assets from its qualified plan into the Applied Business Solutions Retirement Plan, Client understands and agrees that Applied Business Solutions shall have the right, but not the obligation, to inspect all plan documents, records, IRS determinations, etc. for compliance with the law.
 2. If Client maintained a plan during the plan year (January 1 through December 31) prior to contracting with Applied Business Solutions, Client agrees to provide Applied Business Solutions with all required information (including but not limited to Box I wages and employee deferrals, employer matches, and contributions, etc.), prior to contracting with Applied Business Solutions so that Applied Business Solutions may conduct discrimination testing on a combined basis for the first plan year.
 3. Client agrees that in the event the Applied Business Solutions Retirement Plan as adopted by the Client plan becomes top heavy as defined by the prevailing Internal Revenue Code and/or regulations, Client will be solely responsible for making a contribution to non-key employees (utilized individuals) working at Client to satisfy the top heavy test.
 4. Client acknowledges that it is solely responsible for any matching, nonelective, or qualified nonelective contributions to be made to the Applied Business Solutions plan on behalf of the Client's employees (utilized individuals).
 5. If Client adopts the Applied Business Solutions Plan, Client acknowledges that it has reviewed the adoption agreement for the Applied Business Solutions Plan and agrees to comply with all of the obligations and responsibilities set forth in the terms of said adoption agreement.
- C. In addition, Client further warrants that no utilized individual will receive W-2 wages originating from Client that will not be paid directly by Applied Business Solutions. Client understands that any payment made to any utilized individual outside this Agreement may result in the Applied Business Solutions Retirement Plan being disqualified. Should the Applied Business Solutions Retirement Plan be disqualified as a result of Client failing to report any compensation to covered employees (utilized individuals), Client will be solely liable for any damages of any nature arising out of the failure to report such compensation to Applied Business Solutions.
- D. Client represents and warrants that there are no unfunded accrued benefits due to any utilized individual or due pursuant to any existing or previously existing employee retirement plan, or collective bargaining agreement.

IX. EFFECT OF TERMINATION

- A. If for any reason payment is not made by Client when due, Client agrees that Applied Business Solutions will have the right to immediately terminate this Agreement, terminate its performance hereunder and/or bring suit seeking damages. Upon termination or expiration of this Agreement, for any reason, or should Client fail to timely pay Applied Business Solutions for its services, all of the utilized individuals shall be deemed to have ceased their Applied Business Solutions relationship with Applied Business Solutions and immediate notification of this shall be provided by Client to utilized individuals who had been utilized pursuant to this Agreement. Client shall immediately assume all federal, state and local obligations of an employer to the employees, which are not in conflict with state or federal law, and shall immediately assume full responsibility for providing workers' compensation coverage. Applied Business Solutions shall immediately be released from such obligations as are permitted by law. If for any reason (whether or not required by applicable law) Applied Business Solutions makes any payment to or on behalf of any of the utilized individuals, or to any governmental agency related to Client's utilized individuals, after this

Agreement has been terminated or expires, Applied Business Solutions shall be entitled to full reimbursement from Client for such expenditures.

- B. Applied Business Solutions may also terminate this Agreement if, at any time, Applied Business Solutions in its sole discretion determines that a material adverse change has occurred in the financial condition of Client, or that Client is unable to pay its debts as they become due in the ordinary course of business. This Agreement may also be terminated at any time by Applied Business Solutions in the event of any federal, state, or local legislation, regulatory action, or judicial decision which, in the sole discretion of Applied Business Solutions, adversely affects its interest under this Agreement or where Applied Business Solutions in its sole discretion determines the workers' compensation risk is unacceptable. Where the workers' compensation risk becomes unacceptable to Applied Business Solutions in Applied Business Solutions' sole discretion, Applied Business Solutions will provide Client at least fourteen (14) days written notice prior to termination. Additionally, notwithstanding anything to the contrary, Applied Business Solutions may terminate this Agreement upon thirty (30) days written notice to Client. Except as otherwise expressly provided or required by law, all services provided by Applied Business Solutions to Client shall cease immediately as of the effective date of the termination. Any termination or expiration shall not relieve Client of any obligation set forth herein, including but not limited to its payment obligations to Applied Business Solutions. In addition, in the event of any bankruptcy of Client, Client agrees that any unpaid amounts to Applied Business Solutions will be considered as owing employment wages and taxes to utilized individuals.
- C. Applied Business Solutions may immediately terminate this Agreement if the Client fails to disclose key information regarding the nature of work duties, business operations and locations of utilized individuals.

X. HEALTH CARE REFORM

- A. Any and all penalties and liabilities assessed against or incurred by any Applied Business Solutions Indemnified Party as a result of a violation of the provisions of the Patient Protection and Affordable Care Act of 2010, the Health Care and Education Reconciliation Act of 2010, as well as any guidance and regulation issued thereunder (such laws, guidance and regulations are collectively referred to as "Health Care Reform") with respect to the utilized individuals are the sole responsibility of Client, except as is set forth in Section X. B. Notwithstanding and in addition to any other indemnification provision contained in this Agreement, without regard to the fault or negligence of any party, Client hereby unconditionally indemnifies, holds harmless, protects and defends all Applied Business Solutions Indemnified Parties and unconditionally releases, acquits, remises, waives and forever discharges (and to the extent allowed by law covenants not to sue) all Applied Business Solutions Indemnified Parties from and against any and all penalties and liabilities assessed against any Applied Business Solutions Indemnified Party, incurred by any Applied Business Solutions Indemnified Party, or due as a result of an actual or alleged Health Care Reform violation, including, but not limited to, any penalty and/or liability resulting from a violation of the nondiscrimination requirements and/or the employer mandate requirements regarding the provision of affordable minimum essential coverage related to Client's utilized individuals and non-utilized individuals and their dependents. Furthermore, in the event that penalties are assessed or liabilities are incurred by any Applied Business Solutions Indemnified Party in any situation where: (i) any Applied Business Solutions Indemnified Party acts (or does not act) with respect to utilized individuals in the absence of any written directions from Client; (ii) as a result of incorrect information provided to Applied Business Solutions by Client; or (iii) the failure of Client to provide required information, which in turn was included or not included on reports or returns provided and/or generated by Applied Business Solutions, including, but not limited to Form W-2, Client agrees to indemnify, hold harmless, protect and defend all Applied Business Solutions Indemnified Parties. The provisions of this paragraph shall not apply in the event that any penalty imposed by Health Care Reform is assessed against any Applied Business Solutions Indemnified Party as a direct result of Applied Business Solutions' actions (or inactions) that are contrary to the lawful and timely written directions received by Applied Business Solutions from Client regarding Health Care Reform.
- B. Applied Business Solutions hereby unconditionally indemnifies, holds harmless, protects and defends Client Indemnified Parties from and against any and all penalties and liabilities assessed against any Client Indemnified Party, incurred by any Client Indemnified Party, or due as a result of an actual or alleged Health Care Reform violation incurred as a direct result of Applied Business Solutions' actions (or inactions) that are contrary to the lawful and timely written directions received by Applied Business Solutions from Client regarding Health Care Reform.
- C. In the event Client offers its own health benefits to utilized individuals, Client shall, with or without the assistance of Applied Business Solutions, be the sole plan sponsor and administrator of such plan(s). In any case, Client understands and agrees that Client is solely responsible for establishing and monitoring: (i) the plan under Client's own tax identification number; (ii) employee notices, Form 5500, plan updates, plan testing, HIPAA compliance, COBRA compliance, compliance with Health Care Reform and ERISA responsibilities; and (iii) the correct identification and representation of the plan in any correspondence, communication, or statement issued by Client or by any representative of Client. Client may, in Applied Business Solutions' sole discretion, be allowed by Applied Business Solutions to adopt Applied Business Solutions' multiple employer Section 125 plan in order to allow the utilized individuals' contributions, if any, to be deducted on a pre-tax basis, as allowed by applicable law. If Client requests assistance from Applied Business Solutions with the administration of such plan(s), then Applied Business Solutions, with written direction from Client, shall assist with plan administration, including bill reconciliation and claims processing. Client shall execute those additional agreements necessary or required by Applied Business Solutions to provide

such assistance, including, but not limited to, the Indemnification Agreement, Administrative Assistance Agreement and the HIPAA Business Associate Agreement. In addition to the foregoing, Client is solely responsible for any premium payments due under its own health benefits plan and any COBRA continuation coverage plan.

XI. GENERAL PROVISIONS

- A. Client acknowledges that it has not been induced to enter into this Agreement by any representation or warranty not set forth in this Agreement, including but not limited to any statement made by any marketing agent of Applied Business Solutions. Client acknowledges that Applied Business Solutions has made no representation concerning whether Applied Business Solutions' services will improve the performance of Client's business. Client acknowledges and agrees that any decisions made relative to cancellation or termination of any insurance policies in effect prior to the Effective Date of this Agreement are the sole responsibility of Client.
- B. Client acknowledges that Applied Business Solutions shall not be liable for any Client loss of business, goodwill, profits, or other damages.
- C. Client specifically authorizes Applied Business Solutions to conduct a credit and background reference check on Client and such officers of Client, as Applied Business Solutions deems appropriate in compliance with the requirements of law.
- D. This Agreement is assignable by Applied Business Solutions at its sole discretion.
- E. Client acknowledges and agrees that Applied Business Solutions is not engaged in the practice of law or the provision of legal, financial, tax, or investment advice or services, and that Client alone is completely and independently responsible for its own legal rights and obligations, regardless of any human resource advice which may be supplied to Client. Client at all times retains the right to seek appropriate advice from professionals of its own choosing, including, but not limited to attorneys and accountants.
- F. This Agreement constitutes the entire agreement between the parties with regard to this subject matter and no other agreement, statement, promise or practice between the parties relating to the subject matter shall be binding on the parties. This Agreement may be changed only by a written amendment signed by both parties, with the exception that any change to this Agreement sent by Applied Business Solutions to Client in writing, in a manner in which proof of delivery can be established shall be deemed to have amended this Agreement and have been accepted by Client where such change has not been objected to in writing by Client. Notice of such objection must be received by Applied Business Solutions within FOURTEEN (14) days of Client's receipt of Applied Business Solutions' notification of change (proof of Applied Business Solutions' receipt of objection must be supplied by Client upon request of Applied Business Solutions).
- G. The failure by either party at any time to require strict performance by the other party or to claim a breach of any provision of this Agreement will not be construed as a waiver of any subsequent breach nor affect the effectiveness of this Agreement, or any part thereof, or prejudice either party as regards to any subsequent action.
- H. In the event of any lawsuit or other proceeding between the Parties, including, but not limited to, any action by either Party to enforce the provisions of this Agreement, any party who shall substantially prevail in such lawsuit or other proceeding shall be entitled to an award of its costs and reasonable attorneys' fees incurred at all levels of proceedings.
- I. Any notice or demand given hereunder shall be accomplished by the personal delivery in writing (with written receipt) or by other delivery with proof of delivery or attempted delivery to the address set forth herein for the other party, and shall be deemed effective upon proof of attempted delivery (actual delivery to be made as soon as is practicable following attempted delivery).
- J. No rights of any third party are created by this Agreement and no person not a party to this Agreement may rely on any aspect of this Agreement notwithstanding any representation, written or oral, to the contrary.
- K. In the event that any provision contained in this Agreement is held to be unenforceable by a court of competent jurisdiction, the validity, legality, or enforceability of the remainder of this Agreement shall in no way be affected or impaired thereby.
- L. Any false statement, omission, or fraudulent act by or on behalf of Client with regard to any information supplied by Client to Applied Business Solutions in anticipation of Client's contracting with Applied Business Solutions or at any other time shall be deemed a material breach of this Agreement and Applied Business Solutions, at its option, may terminate this Agreement and seek appropriate relief.
- M. Any and all inventions, discoveries, improvements, copyrightable works and creations (hereafter referred to as "Intellectual Property") which Client has previously, solely or jointly, conceived or made or may conceive or make during the period of this Agreement, whether or not accomplished through the use of utilized individuals, shall be the sole and exclusive property of

Client. Client shall have sole and exclusive responsibility for protecting its rights to such Intellectual Property and to all of its other assets and Applied Business Solutions shall have no responsibility with regard to same.

- N. Client may not assign this Agreement nor its rights and duties hereunder, nor any interest herein, without the prior written consent of Applied Business Solutions. Client will provide at least FOURTEEN (14) days' prior written notice to Applied Business Solutions of any sale of Client, whether a stock or asset sale. Where Applied Business Solutions agrees in writing to a successor becoming obligated to comply with this Agreement, this Agreement may be terminated by Applied Business Solutions at any time, in Applied Business Solutions' sole discretion, during the first SIXTY (60) days following successor's assumption of this Agreement. Thereafter, this Agreement may only be terminated by Applied Business Solutions in conformity with the terms of this Agreement.
- O. Client represents that there is no existing employee who is subject to collective bargaining or who is subject to any collective bargaining agreement at any Client worksite. Any responsibility and/or liability with regard to collective bargaining, any union contract, union representation petition, union drive, unfair labor practice charge, and with regard to any employment contract between Client and any utilized individual shall be the exclusive responsibility and/or liability of Client. It is the intent of the Parties that Applied Business Solutions shall not be a party to or have any responsibility for any such contract, including any employment contract with any utilized individual (unless otherwise mandated by law). Applied Business Solutions will have no responsibility or liability in connection with or arising out of any such union or employment contract or collective bargaining agreement, except to prepare checks and/or make payroll disbursements and to pay any such utilized individual who is a party or is subject to such a contract, in conformity with information provided by Client. Applied Business Solutions shall not make any payment to any union or to any union trust fund as all such required payments shall be made by Client. With respect to any employment contract between Client and any utilized individual, and with regard to any union contract, Client shall be acting solely on its own volition and responsibility with regard to all aspects of any such contract, including but not limited to its negotiation, compliance, implementation, renewal, enforcement, and termination. The Parties agree that Applied Business Solutions is not and will not become a paying entity or contributing employer within the meaning of the Multi-Employer Pension Plan Amendment Act and does not and will not have any withdrawal liability under this Act or any comparable law.
- P. Client represents that it is not a local, state, or federal contractor and that prior to becoming a local, state, or federal contractor Client will immediately notify Applied Business Solutions in writing as Client understands that there may be specific E-Verify (or its successor or replacement law) obligations and other obligations to which such contractors must adhere.
- Q. In recognition of the effort that is necessary to provide the services described in this Agreement, Applied Business Solutions and Client agree to cooperate with each other. This duty to cooperate shall encompass the obligation of the other party to timely supply documents, witnesses and such other evidence as is necessary for a party to properly fulfill its obligations under this Agreement.
- R. Client represents that it has met any and all prior premium and fee obligations with regard to workers' compensation premiums and professional employer organization payments, to all prior professional employer organizations and workers' compensation carriers, with which Client has previously had a contractual relationship.
- S. Upon any request by Applied Business Solutions or its assigns, Client shall allow an on-site physical examination of such books, records, documents and other information sources deemed appropriate by Applied Business Solutions and/or its assigns to aid Applied Business Solutions and its assigns in the determination of proper workers' compensation classifications of utilized individuals and to aid in the determination of payroll amounts paid to such utilized individuals. Such examination shall be strictly for the purposes of determining proper workers' compensation classifications of utilized individuals and to aid in the determination of payroll amounts paid to such utilized individuals. Any such examination can only occur upon reasonable notice to and consent from Client. Such consent shall not be unreasonably withheld. Client shall remain obligated to Applied Business Solutions for any misclassification, delinquency and/or unpaid premium amount found in the audit. This provision shall survive the expiration or other termination of this Agreement.
- T. This Agreement shall be valid and enforceable only upon signature by an authorized officer of Applied Business Solutions. Any individual signing this Agreement on behalf of Client represents, warrants and guarantees that she or he has full authority to do so. Each party represents that it has the power and actual authority to enter into this Agreement and to be bound by the conditions and terms contained herein.
- U. With respect to any dispute concerning the meaning of this Agreement, this Agreement shall be interpreted as a whole with reference to its relevant provisions and in accordance with its fair meaning, and no part of this Agreement shall be construed against Applied Business Solutions on the basis that Applied Business Solutions drafted it. This Agreement shall be viewed as if prepared jointly by Applied Business Solutions and Client.
- V. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida both as to interpretation and performance (excluding its choice of law provisions if such law would result in the application of the law of a jurisdiction other than Florida) and venue shall be in the applicable court in Polk County, Florida. The Parties hereby irrevocably waive, to the extent they may do so, the defense of an inconvenient forum.

- W. Excluding any payment obligations to Applied Business Solutions as provided hereunder, either party hereto will be excused from performance under this Agreement for any period of time that the party is prevented from performing its obligations hereunder as a result of a Force Majeure event, which shall include an act of God, war, terrorism, civil riot, generalized labor strike, lockout, utility or communication failure, hurricane, tornado, flood, earthquake, tsunami, or other cause beyond the party's reasonable control. Both parties will use reasonable efforts to mitigate the effect of a Force Majeure event.
- X. The subject headings of the sections and subsections of this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions.

ADDENDUM

The following Addenda apply to utilized individuals and to Client to the extent Client has, at any time while this Service Agreement is in effect, utilized individuals working in any applicable state set forth below. Should any provision in any Addendum conflict with wording contained in this Service Agreement, the terms of the Addendum shall prevail with regard to utilized individuals working in that state, however, to the extent allowed by law, those sections of this Service Agreement, including, but not limited to Sections V. A. and V. B. of this Service Agreement, that do not conflict with this Addendum shall continue in full force and effect. Any applicable state specific PEO requirements that conflict with either this Service Agreement or the Addendum will control to the extent of such conflict. Since Applied Business Solutions provides services in multiple states, including Florida and since Florida has longstanding legislation and rules regarding employee leasing/professional employer organizations, in order to help ensure uniformity with regard to the services provided by Applied Business Solutions, to the extent allowed by applicable law, any requirement set forth in this Service Agreement, including any Addendum, or in any applicable law, pertaining to Applied Business Solutions' direction and control over utilized individuals or over any Client worksite and any requirement regarding Applied Business Solutions' hiring, terminating, disciplining, assigning, reassigning, or exercising any other control over utilized individuals at any worksite where utilized individuals perform their job duties, is the responsibility of Client to the extent allowed by Florida Administrative Code Section 61G7-6.001, even if Florida law is not applicable to this Service Agreement.

FLORIDA ADDENDUM

1. Applied Business Solutions assumes responsibility for the payment of wages to the utilized individuals without regard to payments by Client to Applied Business Solutions to the extent required by applicable law. In the event Client does not pay Applied Business Solutions for all services rendered, Applied Business Solutions may pay utilized individuals at the minimum wage rate or minimum salary provided for in the Fair Labor Standards Act and pursuant to Florida law. This provision in no way affects the obligation of Client to pay Applied Business Solutions for all services rendered and in no way affects the obligations of Client pursuant to local, state and federal law, including but not limited to the requirement to timely pay all utilized individuals their regular rate of pay through Applied Business Solutions (or directly, if otherwise required by law). Notwithstanding anything to the contrary, unless otherwise required by law, the term "wages," pursuant to Florida Administrative Code Section 61G7-6.001, does not include any obligation on the part of Applied Business Solutions to assume any contractual obligation which may exist between Client and any utilized individual, or any other compensation or benefit, in any form and does not include any obligation between Client and any utilized individual for payments beyond or in addition to the utilized individual's salary, draw, or regular rate of pay unless Applied Business Solutions specifically adopts such obligations by way of a written agreement entered into with the utilized individual and signed by a Controlling Person of Applied Business Solutions. The parties agree that as of the Effective Date of this Agreement, Applied Business Solutions has not entered into any such written agreement with any utilized individual and has not assumed any of the aforementioned obligations of Client as set forth in this Section. In this regard, Applied Business Solutions does not assume responsibility for payment of bonuses, commissions, severance pay, deferred compensation, any other compensation or benefit in any form, profit sharing, vacation pay, sick leave, or other paid time off pay, or for any other payment not required by law, where payment for such items has not been received by Applied Business Solutions from Client and Applied Business Solutions assumes no contractual obligation which may exist between Client and any utilized individual.
2. Applied Business Solutions shall prepare and distribute payroll disbursements to utilized individuals, make the appropriate payroll deductions and collection of taxes, file the appropriate reports and make payment to proper governmental authorities for federal, state, and local income taxes, Social Security tax, federal and state unemployment insurance taxes and any other federal or state tax directly attributed to the employment of the utilized individuals. Applied Business Solutions shall maintain necessary records and comply with reporting procedures and Applied Business Solutions assumes full responsibility for the payment of payroll taxes and collection of taxes from payroll on utilized individuals regarding payroll reported to and paid by Applied Business Solutions.
3. Applied Business Solutions shall secure workers' compensation coverage in such amounts as is required by applicable law. This will be accomplished by way of a workers' compensation policy issued to Applied Business Solutions by a carrier admitted to issue such policies in the State of Florida.
4. Applied Business Solutions reserves such right of direction and control over utilized individuals and shall retain such authority to hire, terminate, discipline and reassign utilized individuals as is required by Florida law. Notwithstanding this provision, to the extent allowed by Florida law and Florida Administrative Code Section 61G7-6.001, Client will exercise the assignment of performing such rights and authority to allow Client to exercise sole and exclusive control over the day-to-day job duties of all utilized individuals and sole and

exclusive control over the job site at which, or from which, utilized individuals perform their services. Additionally, Client and not Applied Business Solutions, shall have the right to control the manner, means, and details of the work performed by the utilized individuals. In this regard, authority to change utilized individuals' employment and working conditions, the services provided by utilized individuals, the tools and equipment used by utilized individuals, and the ability to determine utilized individuals' rate and method of pay are all the responsibility of Client. The parties acknowledge and agree that any retention of any right of direction and control and any right to hire, terminate, discipline, and reassign the utilized individuals by Applied Business Solutions, to the extent allowed by applicable law, does not require the actual exercise of such authority, responsibilities or rights by Applied Business Solutions. To the extent allowed by applicable law, the parties shall fully adhere to Sections V. A. and V. B., of this Service Agreement. Applied Business Solutions only reserves and retains such rights, responsibilities, and authority as is required by applicable law and employment responsibilities not those of Applied Business Solutions pursuant to this Service Agreement or applicable law shall remain with Client.

5. Applied Business Solutions retains such right of direction and control over management of safety, risk, and hazard control at the worksite or sites affecting its utilized individuals, including, with regard to utilized individuals: such responsibility for performing safety inspections of Client equipment and premises; such responsibility for the promulgation and administration of employment and safety policies; and such responsibility for the management of workers' compensation claims, claims filings, and related procedures, as is required by Florida law. Notwithstanding this provision, to the extent allowed by Florida law and Florida Administrative Code Section 61G7-6.001, Client has contractually undertaken the assignment of performing such rights and responsibilities so as to allow Client to exercise sole and exclusive direction and control over the following: the management of safety, risk, and hazard control at the worksite or sites affecting utilized individuals including responsibility for performing safety inspections of Client equipment and premises; and responsibility for the promulgation and administration of employment and safety policies. Client agrees that Applied Business Solutions, as a professional employer organization, has no presence at any Client worksite(s) and cannot and is not warranting the safety of Client's business and worksite(s) and Client expressly waives any claim against any Applied Business Solutions Indemnified Party based on any safety, risk or hazard issue at Client's worksite(s). Client acknowledges that Applied Business Solutions, in either providing or not providing such assistance and responsibility as set forth in this Addendum Section assumes no liability and no responsibility regarding safety issues at Client's worksite(s). While Applied Business Solutions shall retain such right of direction and control over the management of safety, risk and hazard control involving utilized individuals performing work at Client worksite(s), as is required by applicable law, compliance with all applicable laws related to such matters is a responsibility of Client. Additionally, Applied Business Solutions shall not be liable for any workers' compensation claim from any employee of Client who is not a utilized individual. Also, Applied Business Solutions shall not be liable for any workers' compensation claim from any employee of Client, when Client is maintaining its own workers' compensation policy.

6. Applied Business Solutions and Client shall each notify, in writing, all utilized individuals of the inception and termination of this Service Agreement and this Addendum.

7. Under penalties of perjury, the undersigned representative of Client declares that Client has met any and all prior premium and fee obligations with regard to workers' compensation premiums and employee leasing/professional employer organization payments, to all prior employee leasing/professional employer organization and workers' compensation carriers, with which Client has previously had a contractual relationship.

8. Upon any request by Applied Business Solutions or its assigns, Client shall allow an on-site physical examination of such books, records, documents and other information sources deemed appropriate by Applied Business Solutions and/or its assigns to aid Applied Business Solutions and its assigns in the determination of proper workers' compensation classifications of utilized individuals and to aid in the determination of payroll amounts paid to such utilized individuals to the extent set forth in Section 440.381, Florida Statutes, and the rules promulgated thereunder. Such examination shall be strictly for the purposes of determining proper workers' compensation classifications of utilized individuals and to aid in the determination of payroll amounts paid to such utilized individuals. Client shall remain obligated to Applied Business Solutions for any misclassification, delinquency and/or unpaid premium amount found in the audit. This provision shall survive the expiration or other termination of this Service Agreement.

9. Applied Business Solutions does not assume any responsibility for and makes no assurances, warranties, or guarantees as to the ability or competence of any utilized individual. This Agreement in no way alters any responsibilities of Client which arise from Section 768.096, Florida Statutes, and Client assumes all responsibilities pursuant to Section 768.096, including, but not limited to, responsibility to perform any and all work history, reference checks and background checks on utilized individuals, including driving record and accident record background checks. Additionally, Client assumes full and complete responsibility for the consequences of performing or failing to perform, initially and on an on-going basis, such work history, reference checks and background checks on utilized individuals, including, but not limited to, driving record and accident record background checks on utilized individuals and Applied Business Solutions shall have no responsibilities with regard to these matters.

10. Client shall immediately report to Applied Business Solutions all complaints, allegations or incidents of any tortious misconduct or workplace safety violations, regardless of the source. Client shall provide to Applied Business Solutions complete and accurate disclosure of all circumstances surrounding such matters.

11. Pursuant to F.S. Section 627.192(10), if Client fails to provide reasonable access to payroll and classification records for a payroll and classification audit, Client shall pay liquidated damages to Applied Business Solutions in the amount of three times the most recent estimated annual workers' compensation premium.

AGREED TO:

APPLIED BUSINESS SOLUTIONS, INC.

By: _____ (Date)

1091 Oakleaf Plantation Pkwy, Orange Park, FL 32065
(Address)

CLIENT

By: _____ (Date)

1091 Oakleaf Plantation Pkwy, Orange Park, FL 32065
(Address)



BUSINESS MADE SIMPLE



Applied Business Solutions has 75+ years of combined Payroll, Insurance and Human Resources experience with companies ranging from 1 to 2,500 employees.

Updated 03/12/2021
Questions? Call 855-792-2808

Service Proposal

Company Information
Viera East CDD
2300 Clubhouse Drive
Rockledge, FL 32955
United States

We're with you every step of the way!

Applied Business Solutions is a Professional Employer Organization that provides experienced Human Resource Professionals, Legal Representation, Certified Accountants, Licensed Insurance Agents, Bookkeepers and IT Specialist at your service to ensure your business is compliant with state and federal regulations, protected in the case of liability and free to do what you do best.... Drive your business towards profitability and success!

What Is Human Capital Management?

Human Capital Management is a set of resource management practices that focus on the organizational needs to provide an overall strategy to guide talent attraction, recruitment, onboarding, employee training and development, performance appraisal and feedback. When working with Applied, your company enters a co-employer relationship. Applied assumes responsibility for payroll and payroll tax compliance, workers compensation insurance, benefits administration, and other HR related tasks. Your company remains the worksite employer and continues to retain day to day control and direction of worksite employees.



Our Business Services:

- Payroll & Tax Processing
- Employee Benefits
- Bookkeeping & Accounting
- HR Services
- Commercial Insurance
- Workers Compensation
- Compliance
- 401k Retirement
- Staffing Services

We follow two basic principles: outstanding customer service and programs designed around the individual needs of our clients. We strive to maintain a level of business excellence that passes to our clients and impacts their business by making them an employer of choice in a competitive job marketplace. This approach allows us to help our clients make and save more money, and protect their businesses, their employees, and their families.

Our Mission To Our Clients

Questions? Contact us!

Toll Free: 855.792.2808 | 2931 Plummer Cove Rd. Jacksonville, FL 32223 | Applied-HCM.com

How does it work?

Inside This Guide:

HR Services & Portal.....	3
HR Recruitment & Hiring.....	4
Our Technology Platform.....	5
Payroll Processing & Administration.....	6
Commercial Insurance.....	7
EPLI & Cyber Liability Coverage.....	8
Compliance & Risk Management.....	9
401k Retirement Solutions.....	10
Dental, Vision & Other Ancillaries.....	11
Applied Service Details.....	12
MetLife Dental: Benefit Details.....	13
MetLife Vision Benefit Details.....	14
Ancillary Benefits: Voluntary Life.....	15
Ancillary Benefits: Accident Coverage.....	16
Ancillary Benefits: Critical Illness.....	17
Ancillary Benefits: Hospital Indemnity.....	18
Ancillary Benefits: MetLife Legal.....	19
Applied Partnership Programs.....	20

Applied provides an À la carte selection of the human resource management services. Our most popular administration services elected by our partners include: payroll, payroll tax administration, employee benefits, health insurance, workers compensation coverage and claim resolution, recruiting, employee training and development, workplace safety programs, compliance with federal and state employment laws, labor and workplace regulatory requirements, risk & safety management and related administrative responsibilities.

How Applied Can Boost Your Business

- Outsourcing your employee management will save you money and provide a dedicated team committed to handling all of your business challenges:
- **Stability & Security:** United States private business failure rates is approximately 8% per year, dropping to 4% per year for companies that used a Professional Employer Organization for at least 4 quarters.
 - **Save & Grow:** If your company wants to control costs, expand, attract and retain great employees, and mitigate the risks associated with being an employer, which ultimately results in greater profitability, then you need to partner with a Applied.
 - **Scale-able Employee Benefits:** Our partners gain access to employee benefits such as: medical, dental, life, 401(k) plans, and other benefits they might not typically have access to. We provide benefit plans for businesses of all sizes, and most of our clients save money by utilizing our Master Health Insurance Plans.
 - **Compliance:** Regardless of whether you have in-house HR staff, by partnering with Applied you will have access to skilled advisers to keep you aware of regulatory updates and guide your business in making necessary adjustments.

Businesses that utilize Professional Employer Organization services **grow 7-9% faster, have 10-14% lower employee turnover and are 50% less likely to go out of business.**

To learn more about the **Applied Advantage**, [Click Here](#)



HR Guidance to Help Your Business Grow

While it's true HR is a necessary part of any business, not every company is equipped with the tools to tackle HR-related obstacles. If you are experiencing a growth in business, the responsibilities of paperwork, policies, procedures, and best practices can be staggering. When facing these HR challenges begins deterring focus away from business objectives, then it may be time to pursue an HR partnership with Applied Business Solutions!

Employee Portal Features

- Self-service access to benefits and payroll information
- New hire employee demo videos
- 24 hr. On-demand access via smartphone, tablet, laptop and desktop computer



Employee portal



Manager portal

Manager Portal Features

- Anytime access to reporting
- Perform tasks at a moment's notice, including running payroll
- 24 hr. On-demand access via smartphone, tablet, laptop and desktop computer

Provides a way for employees to use the mobile – optimized portal to easily access all the information they need, when they need it, anytime, from any device. From Pay-stubs to W-2's, to submitting PTO requests.

A tool that managers can perform key tasks easily and quickly, including time card reviews, time off requests, and payroll monitoring. Send emails to employees to keep employees up to date on company events or meetings.

Dedicated Individuals Driven Towards Success

Applied provides a dedicated HR representative to offer guidance on employment practices, compliance and procedures such as:

- Job Posting and Descriptions
- Hiring/Termination Assistance
- Onboarding
- Employee Handbook
- Preparing Risk and Safety Material
- HR Experts to provide consultation
- Employee, Intern and 1099 Contractor Compliance Monitoring
- Employee Relocation Services and Management
- Recruitment Outsourcing & Candidate Screening
- Affirmative Action Program Management

Recruitment Resources to Fuel your workforce

Recruitment Process Outsourcing

Acting as a direct extension of your organization, we become your recruitment team. We provide the recruiters, expertise, screening tools, and candidate sourcing programs to grow your organization. Allowing your organization to focus on its essential functions.

Direct Hire & Executive Search

Our expert recruiters search for the elite talent that is needed to fill in those critical positions within your organization. We focus on historically difficult and often senior roles, and work to ensure the hire will be a strong long-term fit.

Candidate Screening Services

Providing a wide suite of candidate and new hire screening tools. From candidate reference verifications, background assessments, drug screening, DOT screening, and technical certification verification.

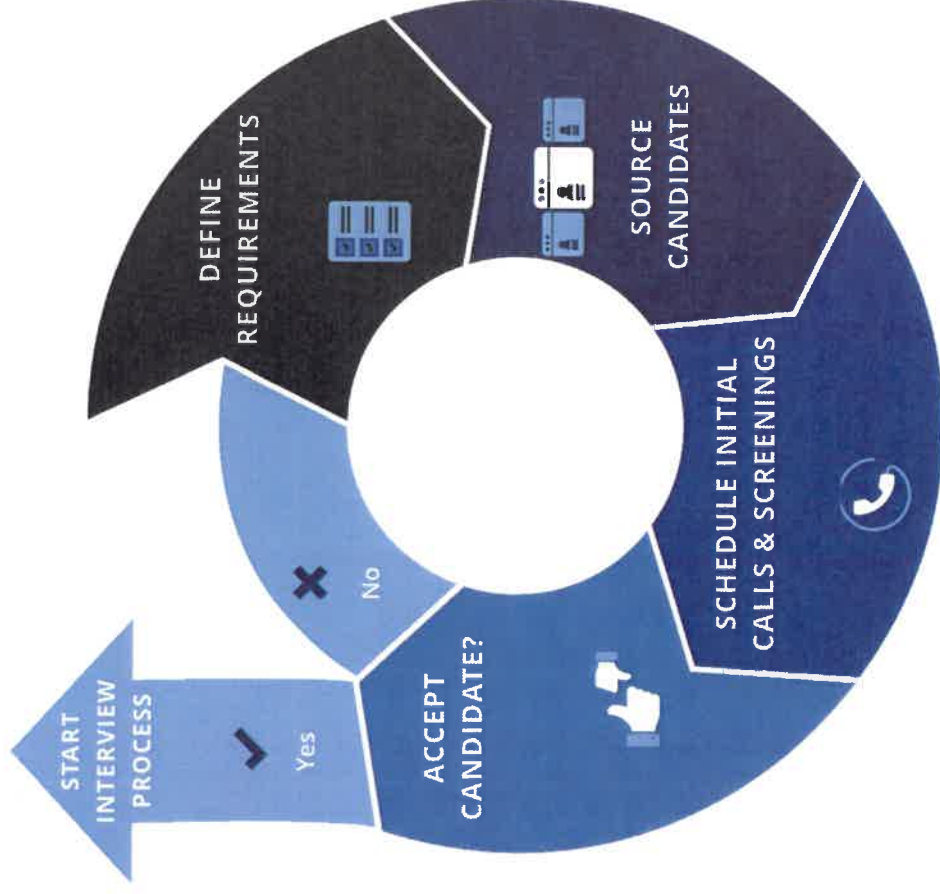


Hiring

Online Training Videos

Significantly reduces the time it takes to hire new employees and streamlines talent acquisitions. Allows easy job posting to company website as well as all the major job boards in 5 minutes or less.

Hundreds of online training videos are available, including topics such as safety, work-place violence, and sexual harassment.



Our Technology Platform

New employees will use PrismHR to complete their onboarding. During onboarding they will complete a list of steps including Electronic Consent, Veteran Status, Disability, Race/Ethnicity, Direct Deposit & Tax information, and before submitting their information.

Onboarding Initial Visit
0 / 9 forms completed

[Your Logo Here]

ONBOARDING

- Social Vax
- Electronic Consent
- ID
- Employee Information
- Veteran Status
- Disability
- Race/Ethnicity
- Direct Deposit
- T4X
- Onboarding Summary
- Submit

Welcome!

Welcome to REIN 1 and Demo Client Demo. Clients partners with REIN 1 to provide our employees with top quality HR, Payroll, Benefits, and Risk Management Services.

Click "Get Started" to begin your onboarding process. As you navigate the following pages, you will quickly and easily complete a number of required forms.

Please submit the I-9 and Employee Information no later than 01/01/2021. All other forms must be submitted by 01/11/2021.

Welcome!

PrismHR Onboarding Welcome Page

Once finished with Employee Onboarding in PrismHR, new hires can move directly onto Benefits Enrollment.

Benefits Enrollment
0 / 3 forms completed

[Your Logo Here]

BENEFITS ENROLLMENT

- Dependents
- HEALTH
- Ancillary
- Benefits Summary
- Confirmation

Welcome to Benefit Enrollment!

Demo Client is committed to offering you customizable coverage solutions to meet the unique needs of every client. It is our philosophy that as an employer, you choose the levels that you desire based on your eligibility. Whether your Employee or you need the benefits that provide the support to make things a changes to your current elections. Our goal is to keep this process simple, quick and informative for you and your family.

Please note that you are eligible for enrollment after the enrollment period designated by Demo Client in your Employee Handbook. Your coverage will be ending in a benefit plan. If you are not enrolling, please click the "Back" button on the bottom right.

To get started simply click the "Next" button on the bottom right.

Remember you must complete enrollment even if you are not making changes to your benefits.

We are happy to support you throughout your enrollment and selection process.

Contact us Monday - Friday 8 AM to 5 PM EST
Benefits Support: benefits@prismhr.com | HR Support: hr@prismhr.com
Phone: (855) 792-3808

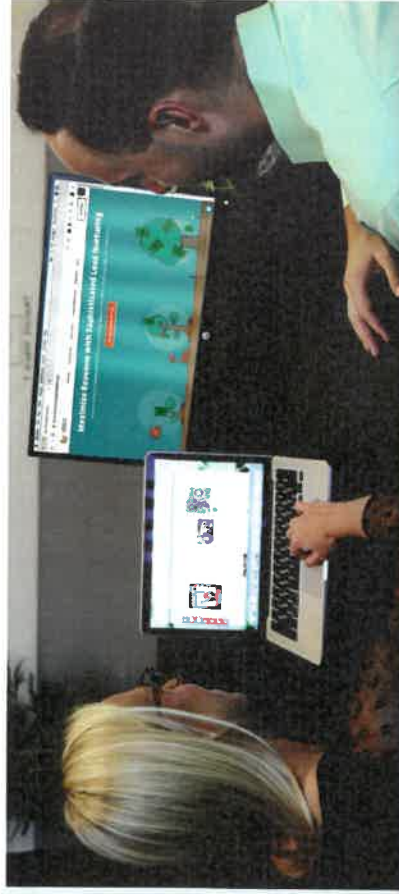
Thank You!

PrismHR Benefits Enrollment Welcome Page

Onboarding



onboarding makes adding new employees easy and hassle-free. Improves accuracy and increasing efficiency of gathering employee data. Easily capture employee demographic information, federal, state and local tax filing forms, and provide employee handbooks.



Onboarding & Training Made Simple

Hiring and managing new employee onboarding is made fast, simple and paperless by utilizing our HR cloud system. Your employees will be able to access, update and manage their information in a single and easy-to-use location. **During the onboarding process**, employees will have the opportunity to sign up for benefits (based on employers elected services).

Payroll Processing & Administration

Outsourcing payroll is necessary for businesses in today's diverse, multi-generation workforce composed of full-time, part-time, and freelance talent. We simplify the payroll process by providing qualified payroll professionals to help you avoid costly errors, tax risks and compliance liabilities.

Fast & Efficient

We also offer PTO plan set up, accruals, balances and tracking, as well as on-demand payroll access for employees (in-cloud access) and 24/7 employer reporting through web-based portal. By relying on a single point of contact to manage all payroll needs, you will have more time on your hands and fewer worries on your mind, allowing you to focus on making your business profitable.



Payroll

Learn More

[Back to Top](#)

Payroll Management

- Multi-State Payrolls
- Job Costing
- Multiple Pay Rates
- Departments & Job Codes
- Certified Payrolls
- Holiday and Overtime Pay
- OCIP
- Direct Deposits
- Per Diems and Non-Taxable Reimbursements
- Employee Deductions

Tax Management

- W-2 Processing
- 940 & 941 filings including federal withholding
- W-3 processing
- All payroll related tax return preparation, filing and payment
- State Withholding
- State Unemployment
- Local Taxes
- Unemployment Claims Handling
- Tax Credits

The average payroll administrator can cost up to **\$48,290 per year** (plus benefits). Outsourcing your Payroll needs can be **cheaper than hiring a Payroll Administrator**

An easy way to keep time sheet entry to keep accurate payroll reporting. Streamlined and seamless time tracking, PTO accruals, and time clock reporting.

Our trained Specialist are here to take care of your payroll so that you can focus on your business.



Worker's Compensation Insurance

A company can eliminate premium financing and premium adjustments through a Pay-As-You-Go Worker's Compensation program. Your premiums are based on your actual payroll and not projected annual payroll, which will help protect your business from audit exposure.

Pay-As-You-Go

- Continue running payroll as usual to ensure employee count and wage data is up to date.
- Premium is then calculated each payroll cycle.
- Large lump sum payments are eliminated.
- Audits are eliminated by paying 100% of your premium according to your payroll cycle.

Affordable Solutions to Protect Yourself & Your Employees.

Our partners work with multiple insurance companies to find you the best option at the lowest rates. We also work with great local agents to offer additional options for your Workers' Comp needs and make your premiums much easier to budget and manage.

Commercial Coverage You Can Count On

Commercial business insurance is coverage for businesses generally designed to cover the business, its employees and ownership. We provide Workman's Comp, General Liability, Commercial Property and Automotive insurance products with access to all the top rated carriers in the country.

- **Commercial Property Insurance:** Coverage for businesses and other organizations that insures against damage to their buildings and contents due to a covered cause of loss.
- **General Liability Insurance:** General liability insurance protects owners and operators of a business from a variety of liability exposures.
- **Industry Special Circumstances Insurance:** Malpractice, Bonds, Surety Bonds, Business Owners Policy (BOP), Commercial Package, Directors & Office (D&O), Errors & Omissions (E&O), Professional Liability, Commercial Flood, Inland Marine.
- **Commercial Auto Insurance:** Liability and physical damage protection for vehicles, such as cars, trucks and vans, that are used for business, including businesses that use a car to run errands, carry tools or transport clients.

Other Commercial Insurances services we can provide:

- Business Owners Policy
- Crime Insurance
- Business Income Ins.
- Commercial Umbrella Ins.
- Equipment Breakdown Ins.
- Business Interruption Ins.
- Management Liability Ins.
- Errors and Omissions Ins.
- Accounts Receivable Ins.
- Builders Risk Ins.
- Malpractice Ins.

Why is EPLI Coverage Important?

Employee lawsuits can be expensive. According to HR Morning, a news site for HR Professionals, the average EPLI lawsuit settlement is roughly \$125,000 and the median judgment against employers is about \$200,000. 25% of judgments are even more than \$500,000. Those costs don't include additional expenses, such as lost productivity or reputation damage, and often it can be hard to defend yourself in an employee lawsuit. You don't want a potential million-dollar decision to be based on abstract testimony from both the employer and employee. That's why its smart to have EPLI coverage to provide the funds to handle your defense and settle lawsuits quickly.

Protected Claims

Laws like the "Americans with Disabilities Act" and the "Family Medical Leave Act" outline standards employers must meet. When employers break these rules, they may face a lawsuit. Employment practices coverage helps businesses handle the cost of these suits.

Cyber Liability: Protecting Your Business With CyberPro

CyberPro is a unique cyber liability solution covering network business interruption, ecommerce trading exposures, crime and protection from media and intellectual property risks. CyberPro also includes loss control education and training and full post breach crisis management assistance. This program is suitable for nearly all clients with independent insuring agreements so that a policyholder can "pick and choose" their level of coverage.

"Protection against and management of claims regarding employee lawsuits and employee wrong doing."

Wrongful Termination: Ending of an employee's contract which results in the breaching of one or more terms of the contract of employment.

Sexual Harassment: Discrimination based on a person's sex or unwanted sexual advancements or comments in the workplace.

Workplace Discrimination: Unfavorable treatment due to national origin, race, ethnicity and/or disability.

Wrongful Discipline: Unjustified punishment due to misconduct performed by the employee.

Breach of Employment Contract: Violation of one or more terms of an employee's contract.

Emotional or Mental Distress: Employer creates an event or environment causing emotional / mental strain on the employee.



Compliance & Risk Management

Maintaining Compliance in the Workplace

HR Compliance - HR compliance of state-level HR mandates, e.g. Affordable Care Act, Small Business Efficiency Act, ADA Compliance, Family and Medical Leave Act. Assistance with developing handbooks, job descriptions, common ownership rules, etc.

Payroll Tax Management - Payroll tax calculation and submission to federal, state and local entities. Preparation and submission of all compliance reports. Compliance update for all federal, state and local tax regulations. Tax agency inquiries.

Unemployment Compensation - Claims processing. Benefit charge statement audits. Annual review of state tax rates for unemployment insurance. Support for legal proceedings, including hearing and appeals preparation. Employer training and pre-separation counseling.

Wage Garnishments - Automated calculation of court-ordered employee wage garnishments. Payment and documentation to appropriate agencies. Regular review of legislation and agency rulings that affect compliance

New Hire Reporting - Automated and accurate employee documentation. Submission of employee information to appropriate state agencies. Management reports on all filings.

Maintaining compliance means adhering to specific policies and standards as required by law. Applied facilitates all industry specific government compliances for you, including monitoring state and federal laws and how these regulations impact your business.

The positive effects of compliance training: (Based on Corporate Compliance Effectiveness Survey Report)



Audits

56% of respondents indicated that compliance audits had revealed wrongdoing at least some of the time.



Prevention

76% report that training has resulted in an employee report that prevented or stopped wrongdoing.



Reports

82% of compliance professionals surveyed said training led to some increase in inquiries and reports.

Wage & Hour Violations - Employers are required to pay their employees according to state and federal legal requirements. Unfortunately, the requirements can be rather specific, and when an employer fails to follow the requirements, can be subject to fines and penalties. Depending on how each state enforces their wage and hour laws, the penalties and fines can vary. But most states have rather specific rules that will provide for financial penalties if an employer fails to do somethings as simple as provide a detailed pay-stub with each paycheck. [LEARN MORE](#)

401k Retirement Solutions

By partnering with Applied Business Solutions, you'll have experts to rely on for all facets of your HR and Benefits needs. Professionals you can trust to answer your call, cover your blind spots, and make your life easier. That's why Applied has partnered with NestEggs Retirement Plan Services to deliver our Multiple Employer Plan 401(k) Solution.

Enrolling in a 401k has never been easier!

Whether it's a new or transferring plan, ONE dedicated consultant will quarterback the process of onboarding. Applied will establish your plan documents, integrate payroll, work with your prior providers on transfers, and launch the enrollment campaign. We will communicate with your employees on your behalf and keep them up to date on all required communication via email and paper mailings, so you don't have to!



Your involvement in starting a plan or transferring your plan is minimal... Just sign a couple web-based forms, and we'll take it from there!

Visit NestEggs401k.com for more.

More Options

- Easy to navigate custom plan designs
- Several low-cost investment options
- Flexible billing and payroll options

More Transparency

- You will know your fees up front
- We do not take a commission!
- We explain in writing all of the tasks we will perform for you

More Service

- One point of contact for everything
- No call centers. No confusion
- TPA, record keeper, and registered investment advisor under one roof!



How It Works

- Our INTERACTIVE, BI-LINGUAL enrollment tool can be accessed on-demand via phone, tablet, or desktop.
- Participants will answer questions and be guided towards one of the model portfolios.
- Participants work with their plan adviser one-on-one to pick their unique portfolio from our Fiduciary lineup.
- We offer participants unlimited phone access to an adviser year-round at no additional cost.

Dental & Vision Coverage

Applied Business Solutions offers multiple Dental & Vision plans providing various coverage levels with no required waiting periods. These plans are administered through MetLife, Aflac and Principal Insurance providers.

Dental coverage options provide Type A, B & C services as well as optional Orthodontia services depending on the selected plan.

Vision offers optical benefits such as allowances toward frames or a prescription contact lens. Note that Employer participation or contribution is not required to offer dental or vision coverage.



Corporate Wellness Programs

Applied also encourages employers to engage their employees in preventative health care programs. These programs are designed to reduce employee health care claims and impact on attendance by offering gym partnerships and discounts as well as wellness and rewards programs. This can encourage employees to actively monitor their wellness using digital tools and incentives.

Expat Insurance

While living abroad, you may not be covered by your domestic insurance plan, putting you at risk of paying for expensive healthcare if you require any medical attention. If you are living or working outside your home country, expat health insurance provides medical coverage for your new country and trips to your home country, as well as trips to any other country you may be traveling. One plan provides worldwide coverage.



Benefit Enrollment

Mobile, web based portal makes it easy for employees to view, compare, select or change elections during the open enrollment period. Allows the employee to track their payroll deductions for their benefits. Also allows managers and HR administrators to track enrollment status of their employees.

Group Supplemental Products

Includes coverages for Group Life Insurance, Accident Coverage, Short and Long Term Disability, Critical Illness and Hospital Indemnity. Active care policies include heart attack, stroke, cancer with chemotherapy upgrade. True cancer policies include cancer diagnosis lump sum, facilities, surgical and treatment benefits with the option to add cash value, hospital ICU, cancer and death benefit.

MetLife Legal Family Plan

By offering MetLife Legal Plans, employers can provide their employees with convenient access to legal services while enhancing the value of their benefits package. A legal plan can be added for minimal cost, and has high levels of enrollment and usage. MetLife Legal offers a Nationwide Network of Attorney's who provide an extensive variety of legal services for the entire family, for one low monthly premium.

SERVICE PROPOSAL DETAILS

Start Date 04/01/2021 **Number of Employees:** 49 **Cost per Employee per Month:** \$46

PAYROLL SERVICES

- PAYROLL PROCESSING
- NEW HIRE REPORTING
- ELECTRONIC REPORTING
- GARNISHMENT PAYMENT SERVICE
- CUSTOMIZED EMPLOYEE ACCESS
- GENERAL LEDGER INTERFACE
- PAY OPTIONS INCLUDING DIRECT DEPOSIT
- DELIVERY AVAILABLE
- STATE UNEMPLOYMENT SERVICE
- PTO TRACKING AND APPROVAL
- W2 PROCESSING AND DELIVERY INCLUDED
- PAYROLL MANAGEMENT REPORTS
- RECONCILIATION AND REPORTING FOR WORKERS COMP
- TIME CLOCK SYSTEM W/GEO FENCING CAPABILITY

HR SERVICES

- NEW HIRE PAPERWORK/ON-BOARDING
- STATE AND FEDERAL COMPLIANCE RESOURCES
- 24/7 ONLINE HR SUPPORT
- HR FORMS & DOCUMENTS
- HR TRACKING (PERFORMANCE, EDUCATION, CERTS)
- DOCUMENT CLOUD STORAGE
- ENHANCED HR - DOL ASSISTANCE
- ASSISTANCE WITH EMPLOYMENT CONTRACTS
- ONLINE HR PORTAL ACCESS
- HANDBOOK AUDIT & ADJUSTMENTS
- EMPLOYMENT PRACTICES & LIABILITY INSURANCE- EPLI
- HR CONTRACTS & DOCUMENTATION ASSISTANCE
- BENEFIT MANAGEMENT AND ADMINISTRATION
- ASSISTANCE WITH WORKPLACE CONFLICTS
- ON-BOARDING AND OFF-BOARDING ASSISTANCE

DENTAL BENEFITS DETAILS

Applied Business Solutions offers 2 dental plans through MetLife. The below percentages denotes the coverage provided by the insurer.

MONTHLY PREMIUMS		LOW PLAN		HIGH PLAN	
Plan Level	Employee Only	Employee + Spouse/Dp*	Employee + Child(ren)	Family	
Low Plan	\$28.23	\$56.21	\$59.34	\$93.08	
High Plan	\$37.72	\$75.10	\$88.46	\$135.25	
DEDUCTIBLE & MAXIMUMS		LOW PLAN		HIGH PLAN	
	In-Network	Out-of-Network	In-Network	Out-of-Network	
Calendar Year Deductible (Ind / Fam)	\$50 / 150	\$50 / 150	\$50 / 150	\$50 / 150	
Calendar Year Maximum (Per covered person)	\$1,000	\$1,000	\$1,500	\$1,500	
DENTAL SERVICES					
Preventive/Diagnostic Services (Deductible Waived): Type A					
Oral exam/screenings (2x year)					
Bitewing x-rays (1x year)	100%		100%		100%
Cleanings (every 6 months)					
Flouride treatment (child < 14/1x year)					
Basic Services: Type B					
Full mouth x-rays (every 60 months)					
Initial & replacement fillings					
Emergency treatment (tooth pain)					
Sealants (Child < 16)	80%		80%		80%
Periodontics					
Simple Extractions					
Endodontics					
Major Services: Type C					
Oral surgery/anesthesia					
Crowns / Inlays / Onlays	50%		50%		50%
Dentures					
Implants					
Orthodontia Services (Children < 19)		Not Covered			50%

Note: It is best to use in-network providers if possible to avoid balance billing. Based on lessen & dentist's fee or MAC, a scheduled amount determined by MetLife. Based on 90% of Reasonable & Customary; see summary.

Back to Top

VISION BENEFITS DETAILS

Applied Business Solutions offers vision coverage provided through MetLife to help share the costs of regular maintenance, like eye exams, glasses and contacts.

MONTHLY PREMIUMS

Plan Level	Employee Only	Employee + Spouse/DP*	Employee + Child(ren)	Family
	\$6.88	\$13.80	\$11.66	\$19.25

Participating Provider Non-Participating Provider

Eye Examination

Routine Eye Exam	\$ 10 copay	\$45 Allowance
Retinal Imaging	Up to \$39 copay \$130 allowance;	
Frames	20% discount on frame coverage *\$70 allowance @ Costco, Walmart, Sam's Club	\$70 Allowance

Lenses

Single		\$30 allowance
Bifocal		\$50 allowance
Bifocal	\$ 25 copay	\$65 allowance
Lenticular		\$100 allowance
Polycarbonate (Child to 18)	Covered in Full	Applied to allowance for applicable corrective lens

Contact Lens (in lieu of glasses)

	\$130 allowance (elective)	\$210 Allowance
	\$60 allowance; Fitting & Evaluation (elective)	
	Covered in full if medically necessary	

Frequency

Exams and Lenses (or contacts) - every 12 months
Frames - Every 24 months

Laser Vision Correction

Discount Available

How to Access a Provider

You can find a provider by going to www.metlife.com/mybenefits

BASIC LIFE & ANCILLARY BENEFITS DETAILS

Applied Business Solutions offers an employer-paid Life and Accidental Death & Dismemberment (AD&D) program. This coverage is provided through MetLife. Employees must purchase additional coverage at initial eligibility in order to access the guarantee issue of the plan. Any enrollments after this date are subject to completed E01. Annual enrollment can increase by 1 increment without E01.

BASIC LIFE (EMPLOYER PAID)

Basic Life	\$25,000 (example)
AD&D	Same as Basic Life amount
Reduction Schedule	35% benefit reduction at age 65, 55% at 70, 70% at 75, 80% at 80

SUPPLEMENTAL LIFE

Supplemental Life	<p>Employee: \$10,000 increments to a maximum of the lessor of 5 times pay or \$500,000</p> <p>Spouse: Choice of \$5,000 increments to maximum of \$100,000, not to exceed 50% of EE's amount</p> <p>Dependent Child: \$1,000 increments to maximum of \$10,000</p>
-------------------	--

Portability	Portable
Age Reduction	No age reduction
Guarantee Issue	Employee: The lessor of 3 times pay or \$100,000, Spouse \$25,000

ESTIMATED RATES PER MONTH (per \$1,000)

	Employee Life (Per \$1,000)		Spouse Life (Per \$1,000)
<25	0.078	50 to 54	0.328
25 to 29	0.078	55 to 59	0.548
30 to 34	0.098	60 to 64	0.928
35 to 39	0.108	65 to 69	1.518
40 to 44	0.148	70+	2.728
45 to 49	0.208	Child	0.209

Actual rates charged may vary slightly due to rounding. Spouse rates based on EE age. Beneficiaries can be updated at anytime. See full benefit summary for more details.

ACCIDENT COVERAGE

Applied Business Solutions offers Accident Coverage provided through MetLife. These plans are paid 100% by the employee. MetLife Accident Coverage provides you with coverage in the event you have an accidental injury.

MONTHLY PREMIUMS - ACCIDENT COVERAGE

Plan Level	Employee Only	Employee + Spouse/DP*	Employee + Child(ren)	Family
Low Plan	\$6.52	\$12.87	\$15.00	\$18.31
High Plan	\$9.63	\$18.92	\$21.96	\$26.82

ACCIDENT PLAN BENEFIT DETAILS

	Low Plan	High Plan	Low Plan	High Plan
Accidental Death Benefits				
Employee	\$25,000	\$50,000	Laceration Benefit	\$75
Spouse	\$12,500	\$25,000	Repair without stitches	\$50
Child	\$5,000		Repaired with stitches (benefit based on length)	\$75 to \$400
Fracture Benefits			Ambulance Benefit	
Open Fractures	\$200 to \$16,000	\$400 to \$20,000	Ground	\$300
Closed Fractures	\$100 to \$8000	\$200 to \$10,000	Air	\$1,000
Dislocation Benefits			Emergency Care Benefit	
Closed Dislocation	\$100 to \$8,000	\$200 to \$10,000	Emergency Room	\$150
Open Dislocation	\$200 to \$16,000	\$400 to \$20,000	Physician's Office or Urgent Care	\$75
Burn Benefit			Medical Testing	
2 nd Degree Burns	\$75 to \$1,000	\$100 to \$1,500	X-Rays, MRI, Ultrasound, NCV, CT/ CAT, EEG	\$150
3 rd Degree Burns	\$1,000 to \$10,000	\$1,500 to \$15,000	Accidental Hospital Benefit	
Concussion/Coma Benefit			Admission	\$1,000
Concussion	\$250	\$500	Confinement (up tot .15 Days)	\$200
Coma	\$7,500	\$10,000		\$300

*Review full plan details and covered events in the Accident Plan benefit summary.

CRITICAL ILLNESS

Applied Business Solutions offers Critical Illness, which provides you with a lump sum benefit in the event you or a covered family is diagnosed with Cancer, Cardiovascular Disease, Heart Attack, Stroke, and other major conditions. The plan will also pay lump sum payments upon diagnosis. (EE \$15,000 or \$30,000; spouse 50% of EE, Children 50% of EE)

ESTIMATED MONTHLY COST SUMMARY

		\$15,000 MONTHLY PREMIUMS			\$30,000 MONTHLY PREMIUMS		Covered Conditions	Initial Benefit	Recurrence Benefit
	Employee	Employee + Spouse	Employee + Child	Employee + Family			Cancer/Tumor Category		
<25	\$5.40	\$8.85	\$8.55	\$11.85			Benign Brain Tumor	\$100% of Benefit Amount	\$100% of Initial Benefit Amount
25 to 29	\$6.30	\$10.05	\$9.45	\$13.20			Invasive Cancer	25% of Benefit Amount	NONE
30 to 34	\$7.65	\$12.15	\$10.80	\$15.15			Non-Invasive Cancer	The higher of \$250 or 5% of Benefit	NONE
35 to 39	\$9.45	\$14.85	\$12.60	\$18.00			Skin Cancer		
40 to 44	\$12.75	\$19.80	\$15.90	\$22.95			Cardiovascular Category		
45 to 49	\$17.85	\$27.30	\$20.85	\$30.45			Heart Attack	100% of Benefit Amount	100% of Initial Benefit Amount
50 to 54	\$25.65	\$39.00	\$28.80	\$42.15			Sudden Cardiac Arrest	50% of Benefit Amount	NONE
55 to 59	\$36.00	\$54.45	\$39.15	\$57.45			Coronary Artery Bypass Graft	100% of Benefit Amount	100% of Initial Benefit Amount
60 to 64	\$50.55	\$75.75	\$53.55	\$78.90			Functional Loss Category		
65 to 69	\$70.65	\$105.60	\$73.80	\$108.60			Coma	100% of Benefit Amount	100% of Initial Benefit Amount
70 to 74	\$95.10	\$142.05	\$98.25	\$145.05			Loss of: Ability to speak, hearing, or sight		NONE
75+	\$131.10	\$196.05	\$134.25	\$199.20			Paralysis of 2 or more limbs		NONE
		\$30,000 MONTHLY PREMIUMS					Infectious Disease Category		
<25	\$10.80	\$17.70	\$17.10	\$23.70			Bacterial Meningitis, Diphtheria, Encephalitis, Legionnaires, Malaria, Necrotizing Fasciitis, Osteomyelitis, Rabies, Tetanus, Tuberculosis	25% of Benefit Amount	NONE
25 to 29	\$12.60	\$20.10	\$18.90	\$26.40			Kidney Failure and Organ Transplant Category		
30 to 34	\$15.30	\$24.30	\$21.60	\$30.30			Kidney Failure	100% of Benefit Amount	NONE
35 to 39	\$18.90	\$29.70	\$25.20	\$36.00			Major Organ Transplant		
40 to 44	\$25.50	\$39.60	\$31.80	\$45.90			Progressive Disease Category		
45 to 49	\$35.70	\$54.60	\$41.70	\$60.90			ALS, Alzheimer's Disease, Multiple Sclerosis, Muscular Dystrophy, Parkinson's Disease (Advanced), Systemic Lupus Erythematosus (SLE)	100% of Benefit Amount	NONE
50 to 54	\$51.30	\$78.00	\$57.60	\$84.30			Stroke Category		
55 to 59	\$72.00	\$108.90	\$78.30	\$114.90			Stroke	100% of Benefit Amount	100% of Benefit Amount
60 to 64	\$101.10	\$151.50	\$107.10	\$157.80					
65 to 69	\$141.30	\$211.20	\$147.60	\$217.20					
70 to 74	\$190.20	\$284.10	\$196.50	\$290.10					
75+	\$262.20	\$392.10	\$268.50	\$398.40					

HOSPITAL INDEMNITY

Applied Business Solutions offers Hospital Indemnity, which supplements your existing health insurance coverage by providing you with a daily lump sum benefit in the event you or a covered family is admitted or confined in the hospital.

MONTHLY PREMIUMS

Plan Level	Employee Only	Employee + Spouse	Employee + Child	Employee + Family
Low Plan	\$8.68	\$18.75	\$13.95	\$24.03
High Plan	\$15.91	\$34.38	\$25.58	\$44.05

HOSPITAL INDEMNITY BENEFIT DETAILS

		Low Plan	High Plan
Admission Benefit	1 time per calendar year	Admission \$500	Admission \$1,000
Confinement Benefit	15 days per calendar year. ICU Supplemental Confinement will pay an additional benefit for 15 of those days	ICU Supplemental Admission (Benefit paid concurrently with the Admission benefit when a Covered Person is admitted to the ICU) \$500	ICU Supplemental Admission (Benefit paid concurrently with the Admission benefit when a Covered Person is admitted to the ICU) \$1,000
Newborn Confinement Benefit	2 days per confinement	Confinement ² \$100	Confinement ² \$200
		Newborn Confinement ³ \$25	Newborn Confinement ³ \$50

² If the Admission Benefit is payable for a Confinement, the Confinement Benefit will begin to be payable the day after Admission.

³ The period of newborn confinement, immediately following the child's birth.

Please contact MetLife for detailed definitions and state variations of covered benefits.

*See full benefit summary for more details

METLIFE LEGAL PLAN

Applied Business Solutions offers MetLife Legal, providing you with a convenient plan if you or a covered family need to seek the following legal services.

MONTHLY PREMIUMS

Family
\$18.00

ATTORNEY SERVICES

Network

Nationwide network of more than 18,500 attorneys, or from an out-of-network attorney.

Network attorneys are carefully selected and monitored by MetLife Legal Plans, and have an average of 25 years of experience in the practice of law.

Consultations

Telephone advice and office consultations

Usage

Unlimited number of personal legal matters and fully covered services for the most frequently needed personal legal matters (excluding employment issues)

Easy to locate attorneys and schedule appointments by calling MetLife Legal Plans' award-winning Client Service Center toll-free (800-821-6400) and speaking to a knowledgeable and experienced representative, or by visiting MetLife Legal Plans' website, members.legalplans.com

What's Covered?

Telephone and Office Consultations	E-Services	Estate Planning Documents	Juvenile Matters
Document Review	Family Law	Immigration Assistance	Defense of Civil Lawsuits
Elder Law Matters	Real Estate Matters	Document Preparation	Consumer Protection
Traffic Offenses	Personal Property Protection	Financial Matters	Family Matters

**See full benefit summary for details*

Applied Partnership Programs

Applied provides clients and employees with access to a large selection of special offers and discounts through recognized brands that help businesses thrive. Below are several employee discounts available to the Applied Business Solutions family.



Corporate Shopping Employee Discounts Connecting employees to over 250 national retailers

Offering incredible employee discounts and private offers with several popular retailers including: Costco, Target, Lands' End, Ralph Lauren, Orbitz, Hotels.com, J.Crew, Brooks Brothers, 1800Flowers, ProFlowers, Avis, Hertz, Budget, HP Employee Purchase Program, Dell Member Purchase Program & Many More!



Tickets at Work Employee Discounts Access to exclusive travel and entertainment offers

Gives employees access to exclusive savings and special offers not available to the public and can save money on hundreds of travel and entertainment options across the country or closer to home, including hotels, theme park tickets, show tickets, movie tickets, restaurants, spas, activities, sightseeing excursions, car rental and shopping.



Office Depot Employee Discounts Savings on items essential for everyday business

Offering incredible employee discounts and private offers with several popular retailers including: Costco, Target, Lands' End, Ralph Lauren, Orbitz, Hotels.com, J.Crew, Brooks Brothers, 1800Flowers, ProFlowers, Avis, Hertz, Budget, HP Employee Purchase Program, Dell Member Purchase Program & Many More!



Skechers Direct Employee Discounts Special offers and discounts year-round

Offers a 30% discount year-round on Skechers slip resistant work shoes and safety toe boots, \$5000 slip and fall warranty and quarterly special discounts. As a SKECHERS DIRECT member, you can get your shoes in two ways. 1.) If you prefer to buy your shoes in-store, you can shop at any of our 500+ SKECHERS retail stores nationwide! Just show your program flyer or mention Retail Code: B4M and show your Employee ID or paystub to a SKECHERS store associate to get exclusive pricing on selected styles. 2.) Shop on our new SKECHERS Direct e-commerce site. You will automatically get SKECHERS Direct's special pricing on selected shoes. There is no need to use any promo codes at checkout – Just Shop and Save! Plus you'll also enjoy FREE Shipping and FREE Returns.



Verizon Employee Discounts Special Verizon offer - up to 18% off your monthly bill

Department Contact Information

Applied Business Solutions is here to assist with your ongoing business administrative needs. Our Payroll, Onboarding, Human Resources and Benefits departments can answer any questions you may have along the way. Please feel free to contact our departments via phone or email below:

Department	Email	Phone
Payroll	support@appliedpeo.com	Toll Free: 855-792-2808
Onboarding	onboarding@appliedpeo.com	
Human Resources	hr@appliedpeo.com	
Benefits	benefits@appliedpeo.com	904-900-7996

With regards to claims on any of your policies, enrollment information, policy information and any other benefit specific inquiries, please contact our benefits specialist for support. Use the links below to access the Florida Blue, Principal and Metlife online portals as well as search for providers.

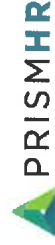
Florida Blue	
Member portal	https://www.floridablue.com/members/individual/home
Provider Search	https://providersearch.floridablue.com/providersearch
Outside of Florida Provider Search	https://provider.bcbs.com/

*Once here, choose your zip code or city. Then it will ask you to find your plan by prefix. Under the boxes, click the link that says "browse a list of plans" and select "Florida - Blue Cross & Blue Shield".

MetLife	
Member portal	https://www.metlife.com/login/
Provider Search (vision)	https://mymetlifecycle.com/find-provider-location-internal.html



AppliedPayroll



SECTION D

**REQUEST FOR QUALIFICATIONS FOR ENGINEERING SERVICES
FOR THE VIERA EAST COMMUNITY DEVELOPMENT DISTRICT**

RFQ for Engineering Services

The Viera East Community Development District (the "District"), located in Brevard County, Florida, announces that professional engineering services will be required on a continuing basis for the District's roadway, stormwater, potable water, wastewater, reclaimed water, amenities, hardscape, landscape, irrigation, and electrical undergrounding improvements, and other public improvements authorized by Chapter 190, *Florida Statutes*. The engineering firm selected will act in the general capacity of District Engineer and will provide District engineering services, as required.

Any firm or individual ("Applicant") desiring to provide professional services to the District must: 1) hold applicable federal, state and local licenses; 2) be authorized to do business in Florida in accordance with Florida law; and 3) furnish a statement ("Qualification Statement") of its qualifications and past experience on U.S. General Service Administration's "Architect-Engineer Qualifications, Standard Form No. 330," with pertinent supporting data. Among other things, Applicants must submit information relating to: a) the ability and adequacy of the Applicant's professional personnel; b) whether the Applicant is a certified minority business enterprise; c) the Applicant's willingness to meet time and budget requirements; d) the Applicant's past experience and performance, including but not limited to past experience as a District Engineer for any community development districts and past experience with Brevard County; e) the geographic location of the Applicant's headquarters and offices; f) the current and projected workloads of the Applicant; and g) the volume of work previously awarded to the Applicant by the District. Further, each Applicant must identify the specific individual affiliated with the Applicant who would be handling District meetings, construction services, and other engineering tasks.

The District will review all Applicants and will comply with Florida law, including the Consultant's Competitive Negotiations Act, Chapter 287, *Florida Statutes* ("CCNA"). All Applicants interested must submit one (1) electronic copy and eight (8) hard copies of Standard Form No. 330 and the Qualification Statement by 12:00 p.m. on _____, 2021 to the attention of Jason Showe, Governmental Management Services – Central Florida, 219 E. Livingston Street, Orlando, Florida 32801 ("District Manager's Office").

The Board shall select and rank the Applicants using the requirements set forth in the CCNA and the evaluation criteria on file with the District Manager, and the highest ranked Applicant will be requested to enter into contract negotiations. If an agreement cannot be reached between the District and the highest ranked Applicant, negotiations will cease and begin with the next highest ranked Applicant, and if these negotiations are unsuccessful, will continue to the third highest ranked Applicant.

The District reserves the right to reject any and all Qualification Statements. Additionally, there is no express or implied obligation for the District to reimburse Applicants for any expenses associated with the preparation and submittal of the Qualification Statements in response to this request.

Any protest regarding the terms of this Notice, or the evaluation criteria on file with the District Manager, must be filed in writing, within seventy-two (72) hours (excluding weekends) after the publication of this Notice. The formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days after the initial notice of protest was filed. Failure to timely file a notice of protest or failure to timely file a formal written protest shall constitute a waiver of any right to object or protest with respect to aforesaid Notice or evaluation criteria provisions. Any person who files a notice of protest shall provide to the District, simultaneous with the filing of the notice, a protest bond with a responsible surety to be approved by the District and in the amount of Ten Thousand Dollars (\$10,000.00).

VIERA EAST COMMUNITY DEVELOPMENT DISTRICT

DISTRICT ENGINEER PROPOSALS

COMPETITIVE SELECTION CRITERIA

- 1) Ability and Adequacy of Professional Personnel** (Weight: 25 Points)

Consider the capabilities and experience of key personnel within the firm including certification, training, and education; affiliations and memberships with professional organizations; etc.
- 2) Consultant's Past Performance** (Weight: 25 Points)

Past performance for other Community Development Districts in other contracts; amount of experience on similar projects; character, integrity, reputation, of respondent; etc.
- 3) Geographic Location** (Weight: 20 Points)

Consider the geographic location of the firm's headquarters, offices and personnel in relation to the project.
- 4) Willingness to Meet Time and Budget Requirements** (Weight: 15 Points)

Consider the consultant's ability and desire to meet time and budget requirements including rates, staffing levels and past performance on previous projects; etc.
- 5) Certified Minority Business Enterprise** (Weight: 5 Points)

Consider whether the firm is a Certified Minority Business Enterprise. Award either all eligible points or none.
- 6) Recent, Current and Projected Workloads** (Weight: 5 Points)

Consider the recent, current and projected workloads of the firm.
- 7) Volume of Work Previously Awarded to Consultant by District** (Weight: 5 Points)

Consider the desire to diversify the firms that receive work from the District; etc.

SECTION VI

SECTION E

Viera East COD Action Items
3/25/2021

Item #	Action Item	Assigned To:	Status	Date Added	Estimated Start	Estimated Completion	Comments/Estimated Completion
1	Dog Park	Showe/Date	Ongoing	12/17/20	First Quarter 2021	April 2021	Planning for Park and Playground Ongoing
2	Farmers Market/Food Truck	Showe/Date	Ongoing	12/17/20	On Hold Until May 2021		On Hold Until May 2021 - Pending Planning from Lifestyle/Marketing
3	Survey Monkey	Colasinski/Melloh	Ongoing	12/17/20	First Quarter 2021		Awaiting Input from Board
4	Fire Breaks	Melloh/Date	Ongoing	12/17/20			Additional Equipment Purchased
5	Bids for Insurance and Payroll	Showe/Melloh	Ongoing	1/14/21			Proposal on 3/25/21 Agenda
6	EmployU	Melloh	Ongoing	1/28/21			MOU in 3/25/21 meeting agenda
7	Fountains	Showe/Melloh	Ongoing	1/28/21			Still awaiting electrical costs

SECTION VII

SECTION B

SECTION 1

Viera East CDD

Series 2020 Acquisition and Construction Requisition Summary

Date	Req #	Payee	Description	Amount
3/25/21	33	Dewberry Engineering Inc	Engineering Services Inv 1926564	\$ 1,375.00
3/25/21	34	Viera East CDD	2021 Ford F-250	\$ 51,797.85
3/25/21	35	Landirr, Inc	Stormwater Pond Bulkhead APP 6	\$ 69,592.20
3/26/21	36	Viera East CDD	Playground Equipment	\$ 14,053.41

TOTAL REQUISITIONS TO BE PAID

\$ 136,818.46

REQUISITION NO. 33

\$7,685,000

**Viera East Community Development District
(Brevard County, Florida)
Special Revenue Assessment Bonds, Series 2020**

The undersigned, an Authorized Officer of Viera East Community Development District (the "District") hereby submits the following requisition for disbursement, under and pursuant to the terms of the Amended and Restated General Special Revenue Assessment Bond Resolution of the District adopted by the District on January 25, 2012, as amended and supplemented from time to time, and particularly as supplemented by the Second Supplemental Resolution (collectively, the "Resolution") adopted by the District's Board of Supervisors on November 21, 2019 (all capitalized terms used herein shall have the meaning ascribed to such term in the Resolution):

- (A) Requisition Number: 33
- (B) Name of Payee: Dewberry Engineering Inc
- (C) Address of Payee: P.O. Box 821824, Philadelphia, PA 19182-1824
- (D) Amount Payable: \$1,375

The Undersigned hereby certifies that this requisition is for engineering services payable from the Construction and Acquisition Fund that have not previously been paid.

Attached hereto are originals of the invoice(s) from the vendor of the services rendered with respect to which disbursement is hereby requested.

**VIERA EAST COMMUNITY
DEVELOPMENT
DISTRICT**

By: _____
Authorized Officer

REQUISITION NO. 33

\$7,685,000

**Viera East Community Development District
(Brevard County, Florida)
Special Revenue Assessment Bonds, Series
2020**

CONSULTING ENGINEER'S APPROVAL OF 2020 PROJECT COSTS

The undersigned Consulting Engineer hereby certifies that this disbursement is for a Cost of the 2020 Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the 2020 Project with respect to which such disbursement is being made; and, (ii) the report of the Consulting Engineer for the 2020 Project, as such report shall have been amended or modified on the date hereof. The undersigned further certifies that (a) the 2020 Project improvements to be acquired have been completed in accordance with the plans and specifications therefore; (b) the 2020 Project improvements are constructed in a sound workmanlike manner and in accordance with industry standards; (c) the purchase price to be paid by the District for the 2020 Project improvements is no more than the lesser of (i) the fair market value of such improvements and (ii) the actual cost of construction of such improvements; (d) the plans and specifications for such portion of the 2020 Project improvements have been approved by all regulatory bodies required to approve them; (e) all currently required approvals and permits for the acquisition, construction, reconstruction, installation and/or equipping of the portion of the 2020 Project for which disbursement is made have been obtained from all applicable regulatory bodies; and (f) for that portion of the 2020 Project being acquired, the seller has paid all contractors, subcontractors, and materialmen that have provided services or materials in connection with the portion of the 2020 Project for which disbursement is made hereby.

[CONSULTING ENGINEER]

Title: _____

INVOICE



Dewberry®

Please remit to: DEWBERRY ENGINEERS INC.
P.O. Box 821824
Philadelphia, PA 19182-1824
(703)849-0100 TIN: 13-0746510

Invoice #: 1926564
Invoice Date: 2/16/2021
Due Date: 3/18/2021
Client #: 628087
Contract #: 50125131
Batch #: 3022344

Bill To: VIERA EAST CDD
C/O GOVERNMENTAL MANAGEMENT SERVICES
135 WEST CENTRAL BOULEVARD, STE 320
ORLANDO FL 32801

Work Performed Thru Period Ending 1/29/2021

Job: 50125131 Viera East CDD SW Pond Bulkhea

TIME & MATERIAL BILLING

Task ID	Task Description	CURRENT PERIOD BILLING				
T004	CONSTRUCTION ADMIN	Prev Amount Billed	\$ 5,025.00	Hours	Rate	Amount
	ENGINEER IV			7.50	150.000	\$ 1,125.00
	ENGINEER IX			1.00	250.000	\$ 250.00
	TOTAL HOURLY LABOR			8.50		\$ 1,375.00
	TOTAL FOR T004					\$ 1,375.00

TOTAL FOR JOB: 50125131 \$ 1,375.00

TOTAL INVOICE AMOUNT DUE \$ 1,375.00
BY 3/18/2021

Please Reference Invoice Number with Payment

NOTE: Dewberry will not ask our clients to update any banking information via email. Please call Richard Goldstein directly at 703.849.0219 to request or verify our banking information or account number.

This invoice is due and payable within 30 days of the invoice date. Any questions pertaining to the above should be brought to the attention of Dewberry immediately. Thank you.

This invoice accurately reflects the terms and conditions of our agreement and the amount hereon is correct.
REINARDO MALAVE DAVILA

Dewberry complies with Section 202 of Executive Order 11246 as amended by Executive Order 11375.

REQUISITION NO. 34

\$7,685,000

**Viera East Community Development District
(Brevard County, Florida)
Special Revenue Assessment Bonds, Series 2020**

The undersigned, an Authorized Officer of Viera East Community Development District (the "District") hereby submits the following requisition for disbursement, under and pursuant to the terms of the Amended and Restated General Special Revenue Assessment Bond Resolution of the District adopted by the District on January 25, 2012, as amended and supplemented from time to time, and particularly as supplemented by the Second Supplemental Resolution (collectively, the "Resolution") adopted by the District's Board of Supervisors on November 21, 2019 (all capitalized terms used herein shall have the meaning ascribed to such term in the Resolution):

- (A) Requisition Number: 34
- (B) Name of Payee: Viera East CDD
- (C) Address of Payee: 2300 Clubhouse Dr, Viera, FL 32955
- (D) Amount Payable: \$14,053.41

The Undersigned hereby certifies that this requisition is for the purchase of a Ford F-250 Truck payable from the Construction and Acquisition Fund that have not previously been paid.

Attached hereto are originals of the invoice(s) from the vendor of the services rendered with respect to which disbursement is hereby requested.

**VIERA EAST COMMUNITY
DEVELOPMENT
DISTRICT**

By: _____
Authorized Officer

REQUISITION NO. 34

\$7,685,000

**Viera East Community Development District
(Brevard County, Florida)
Special Revenue Assessment Bonds, Series
2020**

CONSULTING ENGINEER'S APPROVAL OF 2020 PROJECT COSTS

The undersigned Consulting Engineer hereby certifies that this disbursement is for a Cost of the 2020 Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the 2020 Project with respect to which such disbursement is being made; and, (ii) the report of the Consulting Engineer for the 2020 Project, as such report shall have been amended or modified on the date hereof. The undersigned further certifies that (a) the 2020 Project improvements to be acquired have been completed in accordance with the plans and specifications therefore; (b) the 2020 Project improvements are constructed in a sound workmanlike manner and in accordance with industry standards; (c) the purchase price to be paid by the District for the 2020 Project improvements is no more than the lesser of (i) the fair market value of such improvements and (ii) the actual cost of construction of such improvements; (d) the plans and specifications for such portion of the 2020 Project improvements have been approved by all regulatory bodies required to approve them; (e) all currently required approvals and permits for the acquisition, construction, reconstruction, installation and/or equipping of the portion of the 2020 Project for which disbursement is made have been obtained from all applicable regulatory bodies; and (f) for that portion of the 2020 Project being acquired, the seller has paid all contractors, subcontractors, and materialmen that have provided services or materials in connection with the portion of the 2020 Project for which disbursement is made hereby.

[CONSULTING ENGINEER]

Title: _____



LAW FADA-BOVIARB 11/18-CUST



ATT: INES CAMPOS

321-6393997



1202 MALABAR RD.
PALM BAY, FL 32907
(321) 722-9000

Buyer's Order, Agreement
& Vehicle Information Form

DEAL #206695

Date: 02/26/2021

Buyer Name and Address	Co-Buyer Name and Address	Seller Name and Address
VIERA EAST COMMUNITY DEVE 2300 CLUB HOUSE DR VIERA FL 32955 County: BREVARD Email: egrasser@vieraeastcd Phone: Cell: 3213025012		GARY YEOMANS PALM BAY FOR 1202 MALABAR RD SE PALM BAY, FL 32907 Salesperson: GARCIA, TOMAS R

In this Buyer's Order, Agreement and Vehicle Information Form ("Order and Agreement"), "you" means the buyer, and any co-buyer. "We," "us" and "our" means the Seller. You agree to purchase the vehicle from us according to the terms of this Order and Agreement.

Vehicle Description																																																		
Year:	Make:	Model:	Mileage:	Vehicle Identification Number:																																														
2021	FORD	F-250	1227	1FT7W28T9MEC03803																																														
New/Used/Demo/Executive:	Color:	Body:	Stock Number:																																															
NEW	OXFORD WHI.	PU	MEC03803																																															
Additional Vehicle Information																																																		
Unless checked below, Seller has no knowledge of and makes no representation about the history of the vehicle. The vehicle was previously titled, registered, or used as a (check as applicable) <input type="checkbox"/> taxicab <input type="checkbox"/> police vehicle <input type="checkbox"/> short term rental. The vehicle is (check as applicable) <input type="checkbox"/> rebuilt or assembled from parts <input type="checkbox"/> a kit car <input type="checkbox"/> a glider kit <input type="checkbox"/> a replica <input type="checkbox"/> a flood vehicle <input type="checkbox"/> a manufacturer buy back.		<input checked="" type="checkbox"/> THIS VEHICLE WAS DELIVERED TO A PREVIOUS PURCHASER. Buyer: _____ Co-Buyer X: _____																																																
Disclosures Unless the Seller makes a written warranty, or enters into a service contract within 90 days from the date of this contract, this vehicle is sold "AS IS" and "WITH ALL-FAULTS." The Seller makes no warranties, express or implied, on the vehicle, and there will be no implied warranties of merchantability or of fitness for a particular purpose. This provision does not affect any warranties covering the vehicle that the vehicle manufacturer may provide. Buyer acknowledges receipt of any warranty information prior to the sale of the vehicle.		Purchase Information (e) means an estimate <table border="1"> <tr> <td>Vehicle Purchase Price</td> <td>55490.00</td> </tr> <tr> <td>Accessories</td> <td>N/A</td> </tr> <tr> <td>N/A</td> <td>N/A</td> </tr> <tr> <td>N/A</td> <td>N/A</td> </tr> <tr> <td>N/A</td> <td>N/A</td> </tr> <tr> <td>N/A</td> <td>N/A</td> </tr> <tr> <td>N/A</td> <td>N/A</td> </tr> <tr> <td>N/A</td> <td>N/A</td> </tr> <tr> <td>Subtotal</td> <td>55490.00</td> </tr> <tr> <td>Less Allowance or Discount of</td> <td>4000.00</td> </tr> <tr> <td>Net Difference</td> <td>51490.00</td> </tr> <tr> <td>Predelivery Service Charge**</td> <td>187.50</td> </tr> <tr> <td>Electronic Registration Filing Fee**</td> <td>279.00</td> </tr> <tr> <td colspan="2">**These charges represent costs and profit to the dealer for items such as inspecting, cleaning, and adjusting vehicles, and preparing documents related to the sale.</td> </tr> <tr> <td>Lead Acid Battery Fee</td> <td>1.50</td> </tr> <tr> <td>New Tire Fee (\$1.00 per tire)</td> <td>5.00</td> </tr> <tr> <td>N/A</td> <td>N/A</td> </tr> <tr> <td>Subtotal</td> <td>51963.00</td> </tr> <tr> <td>Sales Tax</td> <td>N/A</td> </tr> <tr> <td>County Tax</td> <td>N/A</td> </tr> <tr> <td>Other Tax</td> <td></td> </tr> <tr> <td>Lemon Law - Warranty Enforcement Act (New Cars Only)</td> <td>2.00</td> </tr> <tr> <td>N/A</td> <td>N/A</td> </tr> </table>			Vehicle Purchase Price	55490.00	Accessories	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Subtotal	55490.00	Less Allowance or Discount of	4000.00	Net Difference	51490.00	Predelivery Service Charge**	187.50	Electronic Registration Filing Fee**	279.00	**These charges represent costs and profit to the dealer for items such as inspecting, cleaning, and adjusting vehicles, and preparing documents related to the sale.		Lead Acid Battery Fee	1.50	New Tire Fee (\$1.00 per tire)	5.00	N/A	N/A	Subtotal	51963.00	Sales Tax	N/A	County Tax	N/A	Other Tax		Lemon Law - Warranty Enforcement Act (New Cars Only)	2.00	N/A	N/A
Vehicle Purchase Price	55490.00																																																	
Accessories	N/A																																																	
N/A	N/A																																																	
N/A	N/A																																																	
N/A	N/A																																																	
N/A	N/A																																																	
N/A	N/A																																																	
N/A	N/A																																																	
Subtotal	55490.00																																																	
Less Allowance or Discount of	4000.00																																																	
Net Difference	51490.00																																																	
Predelivery Service Charge**	187.50																																																	
Electronic Registration Filing Fee**	279.00																																																	
**These charges represent costs and profit to the dealer for items such as inspecting, cleaning, and adjusting vehicles, and preparing documents related to the sale.																																																		
Lead Acid Battery Fee	1.50																																																	
New Tire Fee (\$1.00 per tire)	5.00																																																	
N/A	N/A																																																	
Subtotal	51963.00																																																	
Sales Tax	N/A																																																	
County Tax	N/A																																																	
Other Tax																																																		
Lemon Law - Warranty Enforcement Act (New Cars Only)	2.00																																																	
N/A	N/A																																																	
Buyer's Initials: _____ Co-Buyer's Initials: _____		Used Car Buyers Guide. The information you see on the window form for this vehicle is part of this contract. Information on the window form overrides any contrary provisions in the contract of sale.																																																

Warranties or merchantability of business for a particular purpose.

This provision does not affect any warranties covering the vehicle that the vehicle manufacturer may provide. Buyer acknowledges receipt of any warranty information prior to the sale of the vehicle.

Buyer's Initials _____ Co-Buyer's Initials _____

Used Car Buyers Guide. The information you see on the window form for this vehicle is part of this contract. Information on the window form overrides any contrary provisions in the contract of sale.

Spanish Translation: Guía para compradores de vehículos usados. La información que ve en el formulario de la ventanilla para este vehículo forma parte del presente contrato. La información del formulario de la ventanilla deja sin efecto toda disposición en contrario contenida en el contrato de venta.

You have thoroughly inspected, accepted, and approved the vehicle described above in all respects. You may obtain an independent third party inspection of the vehicle on your own.

Buyer's Initials _____ Co-Buyer's Initials _____

We acknowledge that as a condition of sale of the Vehicle, we will perform the following services within _____ days of the date of purchase. Call _____ to schedule service.

These charges represent costs and profit to the dealer for items such as inspecting, cleaning, and adjusting vehicles, and preparing documents related to the sale.

Lead Acid Battery Fee	1.00
New Tire Fee (\$1.00 per tire)	5.00
N/A	N/A
Subtotal	51963.00
Sales Tax	N/A
County Tax	N/A
Other Tax	
Lemon Law - Warranty Enforcement Act (New Cars Only)	2.00
N/A	N/A
Title, Registration, and License Fees (e)	
<input type="checkbox"/> New <input type="checkbox"/> Transfer	82.85
N/A	N/A
Prior Credit or Lease Balance	N/A
Subtotal	52047.85
Service Contract	N/A
Maintenance Agreement	N/A
N/A	N/A
N/A	N/A
N/A	N/A
N/A	N/A
Sales Tax on Ancillary Products	N/A
Total Sale Price	52047.85
Rebate	250.00
Cash Down	N/A
Other Downpayment (Describe)	N/A
N/A	N/A
Total Downpayment	250.00
Balance Due on Delivery	51797.85

Trade-In Vehicle

Year 2003 Make FORD Model F-450 DRW
 VIN 1FDXW46P13ED15871 Mileage 98581
 Lienholder N/A
 Payoff Amount N/A Good Thru: N/A
 Lienholder N/A
 Payoff Amount N/A Good Thru: N/A

Trade-In Vehicle

Year N/A Make N/A Model N/A
 VIN N/A Mileage N/A
 Lienholder N/A
 Payoff Amount N/A Good Thru: N/A
 Lienholder N/A
 Payoff Amount N/A Good Thru: N/A

You assign to us all of your rights, title and interest in such Trade-In vehicle(s). You represent that your Trade-In vehicle(s) was not previously used as a police vehicle, taxicab, or under a short-term lease. To the best of your knowledge, the vehicle(s) you are trading in have have not been in any accident with damages exceeding \$500.

Buyer Initials _____ Co-Buyer Initials _____

SELLER'S RIGHT TO CANCEL - If Buyer and Co-buyer sign here, the provisions of the Seller's Right to Cancel section on the back, which gives the Seller the right to cancel if Seller is unable to assign a Retail Installment Sale Contract signed with this Order and Agreement within 15 days, will apply. If you fail to return the vehicle within 48 hours after receipt of the notice of cancellation, you agree to pay Seller a charge of \$ 250.00 per day from the date of cancellation until the vehicle is returned or repossessed.

Buyer Signs _____ X Co-Buyer Signs _____

Payoff Agreement - We relied on information from you and/or the lienholder(s) or lessor(s) of your Trade-in vehicle(s) to arrive at the payoff amount(s) shown above. You understand that the amount(s) quoted is/are an estimate. We agree to pay the payoff amount(s) shown above to the identified lienholder(s) or lessor(s) of the Trade-In vehicle(s), or a designee. If the actual payoff amount(s) is/are more than the amount(s) shown above, you must pay us the excess on demand. If the actual payoff amount(s) is less than the amount(s) shown above, we will refund to you any overage we receive from your prior lienholder(s) or lessor(s).

You may secure financing through us or through any financing entity you choose. The financing terms you get could be more favorable than the terms we give you. If we sell you any ancillary product, such as credit insurance or GAP, we may receive part of the cost of the product and/or other compensation from the provider of the product.

The Annual Percentage Rate in a Retail Installment Sale Contract may be negotiable with the Seller. The Seller may assign any Retail Installment Sale Contract to a finance source and retain its right to receive a part of the finance charge imposed on that contract.

Section 501.98, Florida Statutes, requires that, at least 30 days before bringing any claim against a motor vehicle dealer for an unfair or deceptive trade practice, a consumer must provide the dealer with a written demand letter stating the name, address, and telephone number of the consumer and the name, address, and telephone number of the dealer.

REQUISITION NO. 35

\$7,685,000

**Viera East Community Development District
(Brevard County, Florida)
Special Revenue Assessment Bonds, Series 2020**

The undersigned, an Authorized Officer of Viera East Community Development District (the "District") hereby submits the following requisition for disbursement, under and pursuant to the terms of the Amended and Restated General Special Revenue Assessment Bond Resolution of the District adopted by the District on January 25, 2012, as amended and supplemented from time to time, and particularly as supplemented by the Second Supplemental Resolution (collectively, the "Resolution") adopted by the District's Board of Supervisors on November 21, 2019 (all capitalized terms used herein shall have the meaning ascribed to such term in the Resolution):

- (A) Requisition Number: 35
- (B) Name of Payee: Landirr, Inc
- (C) Address of Payee: 202 N. Laurel Ave, Stanford, FL 32771
- (D) Amount Payable: \$69,592.20

The Undersigned hereby certifies that this requisition is for Stormwater Pond Bulkhead payable from the Construction and Acquisition Fund that have not previously been paid.

Attached hereto are originals of the invoice(s) from the vendor of the services rendered with respect to which disbursement is hereby requested.

**VIERA EAST COMMUNITY
DEVELOPMENT
DISTRICT**

By: _____
Authorized Officer

REQUISITION NO. 35

\$7,685,000

**Viera East Community Development District
(Brevard County, Florida)
Special Revenue Assessment Bonds, Series
2020**

CONSULTING ENGINEER'S APPROVAL OF 2020 PROJECT COSTS

The undersigned Consulting Engineer hereby certifies that this disbursement is for a Cost of the 2020 Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the 2020 Project with respect to which such disbursement is being made; and, (ii) the report of the Consulting Engineer for the 2020 Project, as such report shall have been amended or modified on the date hereof. The undersigned further certifies that (a) the 2020 Project improvements to be acquired have been completed in accordance with the plans and specifications therefore; (b) the 2020 Project improvements are constructed in a sound workmanlike manner and in accordance with industry standards; (c) the purchase price to be paid by the District for the 2020 Project improvements is no more than the lesser of (i) the fair market value of such improvements and (ii) the actual cost of construction of such improvements; (d) the plans and specifications for such portion of the 2020 Project improvements have been approved by all regulatory bodies required to approve them; (e) all currently required approvals and permits for the acquisition, construction, reconstruction, installation and/or equipping of the portion of the 2020 Project for which disbursement is made have been obtained from all applicable regulatory bodies; and (f) for that portion of the 2020 Project being acquired, the seller has paid all contractors, subcontractors, and materialmen that have provided services or materials in connection with the portion of the 2020 Project for which disbursement is made hereby.

[CONSULTING ENGINEER]

Title: _____

APPLICATION AND CERTIFICATE OF PAYMENT

TO (OWNER): VIERA EAST COMMUNITY DEVELOPMENT
2300 CLUBHOUSE DRIVE
ROCKLEDGE, FL 32955

PROJECT: Viera East Stormwater Pond Bulkhead

APPLICATION # 6

Project # 55120
VIA (Architect):

FROM (CONTRACTOR): Landtr, Incorporated
202 North Laurel Avenue
Sanford, FL 32771

PERIOD ENDING: 03/10/2021
COMMENCEMENT DATE: 10/01/2020
ORIGINAL CONTRACT PERIOD: 124
EXTENDED CONTRACT PERIOD: 0
CONTRACT COMPLETION DATE:
EXPIRED FROM COMMENCEMENT: 124

CONTRACTOR'S APPLICATION FOR PAYMENT

CHANGE ORDER SUMMARY		ADDITIONS	DEDUCTIONS
Change Orders approved in previous months by Owner			
TOTAL Thru CO#			
Approved this Month			
No.	Date Approved		
TOTALS			
Net change by Change Orders			

Application is made for Payment, as shown below, in connection with the Contract. Continuation Sheets are attached.

1. ORIGINAL CONTRACT SUM \$ 695,922.00
2. Net change by Change Orders \$ 0.00
3. CONTRACT SUM TO DATE \$ 695,922.00 (1 + 2)
4. TOTAL COMPLETED & STORED TO DATE \$ 695,922.00 (5a+5b)
5. TOTAL RETAINAGE: \$ 0.00
 - a. 0% of Completed Work \$ 0.00
 - b. 0% of Stored Material \$ 0.00
6. TOTAL EARNED LESS RETAINAGE \$ 695,922.00 (4 - 5)
7. LESS PREVIOUS CERT. FOR PAYMENT \$ 626,329.80
8. CURRENT PAYMENT DUE \$ 69,592.20 (6-7)
9. BALANCE TO FINISH (INCLUDING RETAINAGE) \$ 0.00 (3-7-8)

Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Landtr, Incorporated
By: Jim M. Schwa Date: 2/23/21

MONETARY PROGRESS: 100% TIME PROGRESS: 100%
State of Florida County of Seminole
The foregoing instrument was acknowledged before me this 24th day of March, 2021
James M. Roberts of Landtr, Inc. of Florida
0 on behalf of the 0. He/she is personally known to me.

Notary: Sandra S. Dickey My Commission Expires: 2/25/23
AMOUNT CERTIFIED: \$ 69,592.20
OWNER:

ARCHITECT'S CERTIFICATION FOR PAYMENT
In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.
ARCHITECT: Sandra S. Dickey Date: 3-17-2021

By: _____ Date: _____



APPLICATION FOR PAYMENT - CONTINUATION SHEET

FROM (CONTRACTOR):
Landir, Incorporated
202 North Laurel Avenue
Sanford, FL 32771

TO (OWNER):
VIERA EAST COMMUNITY DEVELOPEME
2300 CLUBHOUSE DRIVE
ROCKLEDGE, FL 32955

PROJECT:
Viera East Stormwater Pond Bulkhead

APPLICATION # 6

PERIOD ENDING: 03/10/2021

A Item #	B Description of Work	C Scheduled Value	D From Previous Application (D+E)	E This Period	F Materials Presently Stored (Not in D or E)	G		H Balance To Finish (C-G)	I Retainage
						Total Completed And Stored To Date (D+E+F)	% (G / C)		
0001	STE #1 Hole 7, Bulkhead Const	103,238.00	103,238.00	0.00	0.00	103,238.00	100%	0.00	0.00
0001.1	Stainless Steel Fittings	1,125.00	1,125.00	0.00	0.00	1,125.00	100%	0.00	0.00
0002	STE #2 Hole 9, Bulkhead Constr	120,444.00	120,444.00	0.00	0.00	120,444.00	100%	0.00	0.00
0002.1	Stainless Steel Fittings	1,343.00	1,343.00	0.00	0.00	1,343.00	100%	0.00	0.00
0003	STE #3 Hole 12, Bulkhead Constr	117,002.00	117,002.00	0.00	0.00	117,002.00	100%	0.00	0.00
0003.1	Stainless Steel Fittings	1,304.00	1,304.00	0.00	0.00	1,304.00	100%	0.00	0.00
0004	STE #4 Hole 14, Bulkhead Constr	227,123.00	227,123.00	0.00	0.00	227,123.00	100%	0.00	0.00
0004.1	Stainless Steel Fittings	2,558.00	2,558.00	0.00	0.00	2,558.00	100%	0.00	0.00
0005	STE #5 Hole 18, Bulkhead Constr	120,443.00	120,443.00	0.00	0.00	120,443.00	100%	0.00	0.00
0005.1	Stainless Steel Fittings	1,342.00	1,342.00	0.00	0.00	1,342.00	100%	0.00	0.00
Phase 01:		695,922.00	695,922.00	0.00	0.00	695,922.00		0.00	0.00

Page Total	695,922.00	695,922.00	0.00	0.00	695,922.00	0.00	0.00
Contract Total	695,922.00	695,922.00	0.00	0.00	695,922.00	100.00%	0.00

REQUISITION NO. 36

\$7,685,000

**Viera East Community Development District
(Brevard County, Florida)
Special Revenue Assessment Bonds, Series 2020**

The undersigned, an Authorized Officer of Viera East Community Development District (the "District") hereby submits the following requisition for disbursement, under and pursuant to the terms of the Amended and Restated General Special Revenue Assessment Bond Resolution of the District adopted by the District on January 25, 2012, as amended and supplemented from time to time, and particularly as supplemented by the Second Supplemental Resolution (collectively, the "Resolution") adopted by the District's Board of Supervisors on November 21, 2019 (all capitalized terms used herein shall have the meaning ascribed to such term in the Resolution):

- (A) Requisition Number: 36
- (B) Name of Payee: Viera East CDD
- (C) Address of Payee: 2300 Clubhouse Dr, Viera, FL 32955
- (D) Amount Payable: \$14,053.41

The Undersigned hereby certifies that this requisition is for the purchase of playground equipment payable from the Construction and Acquisition Fund that have not previously been paid.

Attached hereto are originals of the invoice(s) from the vendor of the services rendered with respect to which disbursement is hereby requested.

**VIERA EAST COMMUNITY
DEVELOPMENT
DISTRICT**

By: _____
Authorized Officer

REQUISITION NO. 36

\$7,685,000

**Viera East Community Development District
(Brevard County, Florida)
Special Revenue Assessment Bonds, Series
2020**

CONSULTING ENGINEER'S APPROVAL OF 2020 PROJECT COSTS

The undersigned Consulting Engineer hereby certifies that this disbursement is for a Cost of the 2020 Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the 2020 Project with respect to which such disbursement is being made; and, (ii) the report of the Consulting Engineer for the 2020 Project, as such report shall have been amended or modified on the date hereof. The undersigned further certifies that (a) the 2020 Project improvements to be acquired have been completed in accordance with the plans and specifications therefore; (b) the 2020 Project improvements are constructed in a sound workmanlike manner and in accordance with industry standards; (c) the purchase price to be paid by the District for the 2020 Project improvements is no more than the lesser of (i) the fair market value of such improvements and (ii) the actual cost of construction of such improvements; (d) the plans and specifications for such portion of the 2020 Project improvements have been approved by all regulatory bodies required to approve them; (e) all currently required approvals and permits for the acquisition, construction, reconstruction, installation and/or equipping of the portion of the 2020 Project for which disbursement is made have been obtained from all applicable regulatory bodies; and (f) for that portion of the 2020 Project being acquired, the seller has paid all contractors, subcontractors, and materialmen that have provided services or materials in connection with the portion of the 2020 Project for which disbursement is made hereby.

[CONSULTING ENGINEER]

Title: _____

FedEx Package Express US Airbill

Sender's Tracking Number: **8013 4967 1978**

1 From Please *print and punch here*
 Date: **3/15/21** Sender's FedEx Account Number: **1758-3707-8**

Sender's Name: **Inos Campos** Phone: **(321) 639-2335**

Company: **VIERA EAST GOLF CLUB**

Address: **2300 CLUBHOUSE DR**

City: **ROCKLEDGE** State: **FL** ZIP: **32955-6500**

2 Your Internal Billing Reference

Print characters will appear on invoice.

3 To Recipients Name: **NATURAL Playgrounds Co LLC** Phone: _____
 Address: **510 MERRIMACK ST** Dept./Room/Store/Room: _____
 We cannot deliver to P.O. boxes or P.O. ZIP codes.
 Address: **SUITE 4** FedEx is not responsible for incorrect addresses.
 Use this line for the HOLD location address or for combination of your shipping address.
 City: **Concord** State: **MA** ZIP: **03301**

0456652668



SPH1
 Sender's Copy

Form ID No. **0215**

4 Express Package Service *To most locations. Not all services are available. Please refer to carrier's website for details.
 Next Business Day **2 or 3 Business Days**

- FedEx Next Business Day** *Next business day delivery to select locations. Priority shipments will be delivered on Monday unless SATURDAY Delivery is selected.
- FedEx Priority Overnight** *Next business morning. Priority shipments will be delivered on Monday unless SATURDAY Delivery is selected.
- FedEx Standard Overnight** *Next business afternoon. Saturday Delivery NOT available.

- 5 Packaging *Declared value limit \$500.
- FedEx Envelope***
 - FedEx Pak***
 - FedEx Box**
 - FedEx Tube**
 - Other**

- 6 Special Handling and Delivery Signature Options
- SATURDAY Delivery** *NOT available for FedEx Standard Overnight, FedEx 2Day A.M., or FedEx Express Saver.
 - No Signature Required** *Signature required for all other services.
 - Direct Signature** *Signature required for all other services.
 - Indirect Signature** *Free one to available at recipient address, someone at recipient address must sign for delivery. (Not available for FedEx Standard Overnight, FedEx 2Day A.M., or FedEx Express Saver.)

- 7 Payment Bill to:
- Sender** (I will be paid)
 - Recipient**
 - Third Party**
 - Cash/Check**
- Total Packages: **1** Total Weight: **5** lbs. **0** oz. Total Declared Value: **0**

611

MAILMAN JOEY'S
5445 Murrell Rd. #102
Viera, FL 32955
(321) 638-2325
Fax (321) 638-4225
MailmanJoeysViera.com

Date: 03/15/21 Time: 13:17:24

FedEx
801349671978
Package ID: 278052

Workstation: Auxiliary Workstation 5

POSTAGE STAMPS ARE NON-REFUNDABLE

TRACK YOUR SHIPMENTS AT MAILMANJOEYSVIERA.COM

Signature _____



Order Number 6162

BILLING INFO;
VIERA EAST C.D.D.
2300 CLUBHOUSE DRIVE
ROCKLEDGE, FLORIDA 32955

Billing Info:

1703 Crane Creek Blvd
 Melbourne, FL 32940

Shipping Info:

~~1703 Crane Creek Blvd
 Melbourne, FL 32940~~

SHIPPING ADDRESS:

5250 MURRELL ROAD
ROCKLEDGE, FLORIDA 32955

Products

Item Code	Description	Quantity	Item Price (each)	Add On Option	Line Item Total
EMB-SL	Embankment Slides (3 foot drop to 35 foot drop)	2	\$	Embankment Slide 7'	\$6,075.90
EMB-SLACC	Embankment Slide Platform w options	1	\$	Slide Entrance Platform, Double Slide	\$1,204.95
EMB-SLret	Retainer Kits for slides	1	\$	Slide Retainer kit for double slides 8' high and over	\$1,127.95
EMB-SLACC	Embankment Slide Platform w options	1	\$	Slide Crib Stair for 7' slide	\$762.95
UBP-SW	Spiderweb Climbing Net	1	\$	Spiderweb Horizontal Net 12'x12"	\$3,336.95
EMB-SLACC	Embankment Slide Platform w options	2	\$	Slide sit down bar	\$0.00

Order Sub Total: \$12,508.70

Shipping Total: \$1,544.71

Rush Processing Fee: \$0.00

Discount (%): \$0.00

Your Order Total: \$14,053.41

Balance: \$14,053.41

If you have any questions about your order, or to arrange shipping on non-quotable items or packages, please call us at 888-290-8405.

Please Enter Your Credit Card Information

For your convenience, we accept Visa, MasterCard and Discover

Credit Card Number:

Expiration Month: January ▾

Expiration Year: 2021 ▾

CW2 Code:

Pay This Amount:

Order Notes:

When You have finished selecting your shipping options and entering your card information, click submit to process your order.

[Submit](#)

[AT YOUR SERVICE](#)

[ABOUT US](#)

[OUR POLICIES](#)

[INFORMATION](#)





COMMENTS, QUESTIONS, INQUIRIES ARE WELCOMED!

Natural Playgrounds Company, LLC
85 Warren Street
Concord, NH 03301

Phone: 888-290-8405

Email: info@naturalplaygrounds.com

Name *

Email *

Message *

I'm not a robot

reCAPTCHA
[Privacy](#) - [Terms](#)

Send

KEEP CONNECTED

Stay up to date by subscribing to our newsletter.

E-mail

SUBSCRIBE



LEARN MORE

[Success Stories](#)

[FAQ](#)

[Testimonials](#)

[News & Articles](#)

POLICIES

[Privacy Policy](#)

[Terms & Conditions](#)

RESOURCES

[For Homeowners](#)

[For Contractors](#)

[Employment](#)

© 2013-2020 Natural Playgrounds Company. All Rights Reserved.
Web Design by [Blue Muse MediaWorks](#).



SECTION VIII

SECTION A

Viera East
Community Development District
Check Register Summary
February 18, 2021 through March 18, 2021

Fund	Date	Check #'s	Amount
<i>General Fund</i>			
	2/18/21	4125-4134	\$ 11,411.25
	2/25/21	4135-4140	\$ 42,077.08
	3/4/21	4141-4146	\$ 9,207.67
	3/11/21	4147-4151	\$ 10,077.38
	3/18/21	4152-4157	\$ 2,287.47
		<u>Sub-Total</u>	<u>\$ 75,060.85</u>
<i>Capital Reserve</i>			
	2/18/21	82	\$ 6,995.00
	2/26/21	83	\$ 51,797.85
	3/15/21	84	\$ 14,053.41
		<u>Sub-Total</u>	<u>\$ 72,846.26</u>
<i>Golf Course</i>			
	2/18/21	28415-28427	\$ 30,774.47
	2/25/21	28428-28444	\$ 34,060.34
	3/4/21	28445-28462	\$ 6,456.26
	3/11/21	28463-28468	\$ 1,299.25
	3/18/21	28469-28492	\$ 27,523.62
		<u>Sub-Total</u>	<u>\$ 100,113.94</u>
Total			\$ 248,021.05

CHECK DATE	VEND#	INVOICE DATE	INVOICE YRMO	DPT ACCT#	SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNTCHECK.... AMOUNT #
2/18/21	00189	2/04/21	1932576	202102	340-53800-41000		BLUELINE TELECOM GROUP, LLC	*	562.62	562.62 004125
2/18/21	00076	2/08/21	11-15477	202102	340-53800-46000		BOULEVARD TIRE CENTER	*	266.00	266.00 004126
2/18/21	00221	1/30/21	00057931	202101	340-53800-22000		COMBINED INSURANCE COMPANY	*	47.48	47.48 004127
2/18/21	00159	2/12/21	1926463	202101	310-51300-31100		DEWBERRY ENGINEERS, INC.	*	150.00	150.00 004128
2/18/21	00182	2/17/21	24986	202102	340-53800-47900		DANNY'S RECYCLING & HAULING, INC	*	240.00	240.00 004129
2/18/21	00195	2/18/21	3909677	202102	320-53800-34100		ECOLAB PEST ELIMINATION DIV	*	341.20	341.20 004130
2/18/21	00612	1/31/21	00036946	202101	310-51300-48000		FLORIDA TODAY PAYMENT CENTER	*	271.25	271.25 004131
2/18/21	00126	2/01/21	394	202102	310-51300-34000		FPL	*	21.12	21.12 004132
2/18/21	00126	2/01/21	394	202102	310-51300-35100		MANAGEMENT FEES FEB2021	*	8,370.00	8,370.00 004133
2/18/21	00126	2/01/21	394	202102	310-51300-31700		INFORMATION TECH FEB2021	*	283.33	283.33 004134
2/18/21	00126	2/01/21	394	202102	310-51300-42000		DISSEMINATION SVC FEB2021	*	83.33	83.33 004135
2/18/21	00126	2/01/21	394	202102	310-51300-42500		OFFICE SUPPLIES	*	20.00	20.00 004136
2/18/21	00126	2/01/21	394	202102	310-51300-49600		COPIES	*	211.65	211.65 004137
2/18/21	00191	2/11/21	SC-T0000	202102	330-53800-49600		GOVERNMENTAL MANAGEMENT SERVICES	*	8,968.31	8,968.31 004138
2/18/21	00191	2/11/21	SC-T0000	202102	330-53800-49600		HYDRAULIC HOSE	*	543.27	543.27 004139
2/18/21	00191	2/11/21	SC-T0000	202102	330-53800-49600		PIRTEK SPACE COAST	*	543.27	543.27 004134

VIER --VIERA EAST-- HSMITH

CHECK DATE	VEND#	INVOICE DATE	EXPENSED TO YRMO	DPT ACCT#	SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK#	AMOUNT
2/25/21	00034	2/08/21	112066	F	202102	340-53800-47300	CITY OF COCOA	*	136.98		136.98
2/25/21	00245	2/01/21	5330		202102	340-53800-47300	LOCATE FOR PLAYGROUND	*	280.00		280.00
2/25/21	00196	2/16/21	17PC6563		202102	330-53800-49600	PROFESSIONAL IRRIGATION SERVICE	*	109.10		109.10
2/25/21	00176	2/16/21	10636925		202102	340-53800-46000	HANDLE AS PULL	*	22.05		22.05
2/25/21	00212	2/15/21	7935083		202102	340-53800-47400	RAINBIRD LEASE	*	2,298.44		2,298.44
2/25/21	00017	2/25/21	02252021		202102	300-20700-10000	TIAA COMMERCIAL FINANCE, INC.	*	39,230.51		39,230.51
3/04/21	00221	2/28/21	00058170		202102	340-53800-22000	VIERA EAST CDD - GOLF COURSE	*	47.48		47.48
3/04/21	00182	2/25/21	25029		202102	340-53800-47900	COMBINED INSURANCE COMPANY	*	240.00		240.00
3/04/21	00040	2/10/21	391637		202102	330-53800-47200	DANNY'S RECYCLING & HAULING, INC	*	200.00		200.00
2/19/21	391436		391436		202102	330-53800-47200	LAWN MONTHLY	*	639.12		639.12
2/22/21	391395		391395		202102	330-53800-47200	AWC - MONTHLY	*	3,554.88		3,554.88
2/26/21	391400		391400		202102	330-53800-47200	AQUATIC WEED CONTROLS SVC	*	3,439.20		3,439.20
3/04/21	00483	2/25/21	9900		230	202102	340-53800-46000	ECOR INDUSTRIES, INC.	*	19.90	19.90
2/25/21	9900		9900		230	202102	340-53800-46000	GF MAINT SUPPLIES	*	13.80	13.80

VIER --VIERA EAST-- HSMITH

7,833.20 004143

CHECK DATE	VEND#	INVOICE DATE	INVOICE YRMO	DPT ACCT#	SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNTCHECK..... AMOUNT
2/25/21	9900	230	202102	340-53800-46000				*	108.26	
2/25/21	9900	230	202102	300-13100-10300				*	209.30	
2/25/21	9900	230	202102	340-53800-46000				*	18.58	
2/25/21	9900	230	202102	340-53800-46000				*	9.49	
3/04/21	00246	18813290	202102	340-53800-54500			LOWE'S	*	511.54	379.33 004144
3/04/21	00188	924 0021	202102	340-53800-54100			MARLIN BUSINESS BANK	*	49.03	511.54 004145
2/09/21	924 0022	202102	340-53800-54100					*	49.03	
2/16/21	924 0023	202102	340-53800-54100					*	49.03	
2/23/21	924 0024	202102	340-53800-54100					*	49.03	
3/11/21	00222	171890	202102	330-53800-47100			UNIFIRST CORPORATION	*	387.00	196.12 004146
3/11/21	00189	1964751	202103	340-53800-41000			ALLEGRA-ROCKLEDGE	*	563.30	387.00 004147
3/11/21	00182	50018	202103	340-53800-47900			BLUELINE TELECOM GROUP, LLC	*	240.00	563.30 004148
3/11/21	00126	396	202103	310-51300-34000			DANNY'S RECYCLING & HAULING, INC	*	8,370.00	240.00 004149
3/01/21	396	202103	310-51300-35100					*	283.33	
3/01/21	396	202103	310-51300-31700					*	83.33	
3/01/21	396	202103	310-51300-51000					*	12.10	
3/01/21	396	202103	310-51300-42000					*	35.03	

VIER ---VIERA EAST--- HSMITH

*** CHECK DATES 02/18/2021 - 03/18/2021 *** VIERA EAST-GENERAL FUND

BANK A VIERA EAST-GF

CHECK DATE	VEND#	INVOICE DATE	EXPENSED TO YRMO	DPT	ACCT#	SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNTCHECK.... AMOUNT
3/01/21	396	202103	310-51300-42500					GOVERNMENTAL MANAGEMENT SERVICES	*	86.55	8,870.34 004150
3/11/21	00177	02282021	202102	310-51300-49200				MILEAGE REIMBURSEMENT	*	16.74	
3/18/21	00076	03092021	202103	340-53800-46000				INES CAMPOS	*	356.42	16.74 004151
3/09/21	03122021	202103	340-53800-46000					REPLACED DR TIRE	*	651.03	
3/09/21	03122021	202103	340-53800-46000					REPLACED RF AND LT TIRES	*		
3/16/21	50067	202103	340-53800-47900					BOULEVARD TIRE CENTER	*	240.00	1,007.45 004152
3/18/21	00182	02282021	202103	320-53800-34100				30 YD CONTAINER	*		
3/18/21	00195	03182021	202103	320-53800-34100				DANNY'S RECYCLING & HAULING, INC	*	341.24	240.00 004153
3/18/21	00210	7546 FEB 202103	340-53800-47300					PEST CONTROL	*	19.86	341.24 004154
3/18/21	00010	2/28/21	20094	202102	330-53800-47100			ECOLAB PEST ELIMINATION DIV	*	247.04	
2/28/21	20095	202102	330-53800-47100					FPL	*	240.00	19.86 004155
2/28/21	20094	202102	330-53800-47100					2021 SERVICES	*	247.04	
2/28/21	20095	202102	330-53800-47100					2020-2021 MONITORING	V	240.00	
2/28/21	20094	202102	330-53800-47100					2021 SERVICES	V		
2/28/21	20095	202102	330-53800-47100					2020-2021 MONITORING			
3/10/21	17857	202103	340-53800-46000					KEVIN L ERWIN CONSULTING	*	164.88	.00 004156
3/10/21	17857	202103	340-53800-46000					PRIVACY LEVER MENS BATH	*		
2/28/21	20094	202102	330-53800-47100					LACEY'S LOCK SERVICE INC	*	274.04	164.88 004157
2/28/21	20095	202102	330-53800-47100					2021 SERVICES	*	240.00	
2/28/21	20094	202102	330-53800-47100					2020-2021 MONITORING			
2/28/21	20095	202102	330-53800-47100					KEVIN L ERWIN CONSULTING	*		514.04 004158
2/28/21	20094	202102	330-53800-47100					2021 SERVICES			
2/28/21	20095	202102	330-53800-47100					2020-2021 MONITORING			

TOTAL FOR BANK A 75,060.85

VIER --VIERA EAST-- HSMITH

BANK A VIERA EAST-GF

CHECK DATE	VEND#	INVOICE DATE	YRMO	DPT	ACCT#	SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNTCHECK.... AMOUNT #
TOTAL FOR REGISTER										75,060.85	

VIER --VIERA EAST-- HSMITH

CHECK DATE	VEND#	INVOICE DATE	INVOICE YRMO	DPT ACCT#	SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	...CHECK... AMOUNT
2/18/21	00023	2/11/21	794	202102	320-53800-60000		MACHINE & DISPENSER	*	6,995.00	
2/26/21	00044	2/26/21	206695	202102	320-53800-60000		PAYNE RESTAURANT EQUIPMENT INC	*	51,797.85	6,995.00 000082
3/15/21	00045	3/15/21	6162	202103	300-13100-10200		FORD TRUCK	*	14,053.41	51,797.85 000083
							GARY YEOMANS PALMS BAY FORD			14,053.41
							NATURAL PLAYGROUNDS COMPANY LLC			14,053.41 000084

TOTAL FOR BANK C 72,846.26
 TOTAL FOR REGISTER 72,846.26

VIER --VIERA EAST-- HSMITH

CHECK DATE	VEND#	INVOICE DATE	INVOICE YRMO	DPT	ACCT#	SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNTCHECK.... AMOUNT
2/18/21	00782	2/15/21	59209			202102	340-57200-51100	MATS	*	25.50	
2/18/21	00782	2/15/21	59209			202102	320-57200-51100	MATS	*	74.59	
A LINEN CONNECTION											
2/18/21	01333	2/14/21	02142021			202102	300-34700-00714	GIFT CARDS FEB 1-14	*	492.10	100.09 028415
2/18/21	01333	2/14/21	02142021			202102	300-13100-10500	FPL GAS BILL	*	174.96	
DIVOTS GRILLE											
2/18/21	01335	2/08/21	21034680			202102	390-57200-54600	EQUIPT LEASE	*	5,167.72	317.14 028416
DLL FINANCE LLC											
2/18/21	00947	2/18/21	3909681			202102	330-57200-46400	DIVGRILLE	*	95.11	5,167.72 028417
2/18/21	00947	2/18/21	3909681			202102	340-57200-46400	OPERATION	*	95.11	
2/18/21	00947	2/18/21	3909681			202102	390-57200-46500	GOLF	*	87.65	
ECOLAB PEST ELIMINATION											
2/18/21	01394	1/27/21	62596803			202102	340-57200-51100	SOAP DISPENSERS	*	150.94	277.87 028418
2/18/21	01394	2/02/21	62597707			202102	330-57200-54600	RENTAL DISH MACHINE	*	99.33	
ECOLAB											
2/18/21	01438	2/09/21	48197			202102	320-57200-54000	HANDICAP FEES FEB	*	793.34	250.27 028419
2/18/21	01438	2/09/21	48197			202102	300-15500-10000	HANDICAP FEES MAR-JULY	*	3,966.66	
FLORIDA STATE GOLF ASSOCIATION											
2/18/21	00035	2/09/21	33189			202101	330-57200-43000		*	594.76	4,760.00 028420
2/18/21	00035	2/09/21	33189			202101	340-57200-43000		*	594.76	
2/18/21	00035	2/09/21	42334			202101	320-57200-43000		*	64.26	
2/18/21	00035	2/09/21	42334			202101	300-11500-10000		*	36.77	
2/18/21	00035	2/09/21	45156			202102	390-57200-43000		*	1,743.00	

VIER --VIERA EAST-- HSMITH

CHECK DATE	VEND#	INVOICE DATE	EXPENSED TO YRMO	DPT ACCT#	SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK#
2/09/21	01156	202102	300-13100-10000					*	435.74	028421
2/09/21	52104	202102	340-57200-43000					*	633.90	028421
2/09/21	57086	202101	320-57200-43000					*	17.78	028421
2/01/21	395	202102	310-57200-31700					*	83.33	028421
2/12/21	01127	202102	300-13100-10000					*	2,312.15	028422
2/12/21	00100016	202102	300-13100-10000					*	1,456.11	028422
2/12/21	00100016	202102	300-13100-10000					*	2,741.56	028422
2/09/21	01476	202102	390-57200-47500					*	337.74	028423
2/09/21	01476	202102	390-57200-47500					*	675.48	028423
2/05/21	01366	202102	390-57200-54600					*	419.64	028424
2/05/21	01366	202102	390-57200-54600					*	430.63	028424
2/11/21	6893652	202102	390-57200-46100					*	248.00	028425
2/11/21	6893652	202102	350-57200-46100					*	6,552.90	028425
2/11/21	6893652	202102	350-57200-46100					*	355.00	028425
1/09/21	01357	202102	350-57200-51300					*	36.77	028426
2/09/21	00117	202102	390-57200-46000					*	131.10	028427

DISSEMINATION SVC FEB2021
 GMS-CENTRAL FLORIDA, LLC
 GF ADMIN PREMIUM
 GF MAINT PREMIUM
 GC MAINT PREMIUM
 HEALTHFIRST HEALTH PLAN
 CHEMICALS FEB
 CHEMICALS MAR-APR
 CUSHMAN HAULER 800X
 CUSHMAN HAULER 800X
 TORO SAND PRO
 CUSHMAN HAULER 800X
 EZGO RXV
 CUSHMAN REFRESHER
 TCF NATIONAL BANK
 CLUBHOUSE DRIVE JAN 9, 21
 VIERA EAST GOLF COURSE DISTRICT
 WESCOTURF INC.
 VIERA EAST- HSMITH

CHECK DATE	VEND#	INVOICE DATE	INVOICE	EXPENSED TO	YRMO	DPT	ACCT#	SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK#
2/25/21	01485	2/12/21	91029720	202102	300-14200-10000					GOLF BALLS	*	81.31	
2/18/21	91031899	202102	300-14200-10000							GOLF BALLS	*	239.32	
2/25/21	00448	2/10/21	10572094	202102	390-57200-51100					ACUSHNET COMPANY	*	154.74	320.63 028428
										CENTURION II			
2/25/21	00024	2/10/21	70192	FE	202102	390-57200-43000				ATCO INTERNATIONAL	*	356.63	154.74 028429
										70192			
2/11/21	112664	F	202102	320-57200-43000							*	155.59	
2/11/21	112664	F	202102	330-57200-43000							*	155.59	
2/11/21	112664	F	202102	340-57200-43000							*	155.58	
										CITY OF COCOA UTILITIES			823.39 028430
2/25/21	01241	2/20/21	21FEB-90	202102	320-57200-46000					QUARTERLY WINDOW CLEANING	*	250.00	
2/25/21	01344	2/23/21	S65815	202102	320-57200-46000					DG-HRAC REPAIRS	*	1,432.00	250.00 028431
										CRYSTAL HI RISE, INC.			
2/25/21	01333	2/24/21	02242021	202102	320-57200-46000					DIAL PLUMBING & A/C INC.	*	462.99	1,432.00 028432
										DG-AC ROOM FLOORING			
2/25/21	99999	2/25/21	VOID	202102	000-00000-00000					DIYOTS GRILLE	C	.00	462.99 028433
										VOID CHECK			
2/25/21	01324	2/16/21	8999	FEB	202102	320-57200-49000				INTEREST ON PURCHASE	*	42.36	.00 028434
										JOB LISTING TURFNET	*	75.00	
2/16/21	8999	FEB	202102	320-57200-51200						JON LISTING CRAIGSLIST	*	20.00	
2/16/21	8999	FEB	202102	320-57200-51100						PAITO CLOCK	*	35.38	
2/16/21	8999	FEB	202102	320-57200-34100						AMAZON PRIME MEMBERSHIP	*	12.99	

*****INVALID VENDOR NUMBER*****

VIER --VIERA EAST-- HSMITH

CHECK DATE	VEND#	INVOICE DATE	INVOICE YRMO	DPT ACCT#	SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNTCHECK.... AMOUNT #
2/16/21	8999	FEB 202102	300	-13100	-10400			*	693.94	
		OUTDOOR CONVEX MIRROR								
2/16/21	8999	FEB 202102	340	-57200	-51100			*	98.75	
		NO COOLERS SIGN								
2/16/21	8999	FEB 202102	300	-13100	-10400			*	71.98	
		WP REFLECTIVE TAPE								
2/16/21	8999	FEB 202102	300	-13100	-10000			*	28.98	
		HOLE IN ONW PLAQUE								
2/16/21	8999	FEB 202102	320	-57200	-41000			*	106.00	
		CRICKET WIRELESS								
2/16/21	8999	FEB 202102	300	-13100	-10400			*	3,624.59	
		POST GAURD REMOVE BOLLARD								
2/16/21	8999	FEB 202102	300	-13100	-10000			*	31.98	
		CELLING FAN DOWNROD								
2/16/21	8999	FEB 202102	300	-13100	-10000			*	559.98	
		CELLING FAN								
2/16/21	8999	FEB 202102	300	-13100	-10000			*	9.45	
		POSTAGE TO RESIDENT								
REGIONS BANK										
2/25/21	00603	2/23/21	141073	202102	390	-57200	-46000	*	39.95	5,411.38 028435
		OIL PUMP								
ROCKLEDGE MOWER & SERVICE										
2/25/21	01334	2/17/21	10639054	202102	390	-57200	-51100	*	297.96	39.95 028436
		GC MAINT SUPPLIES								
SITEONE LANDSCAPE SUPPLY, LLC										
2/25/21	01366	2/16/21	6897392	202102	390	-57200	-54600	*	5,115.96	297.96 028437
		TORO TURF PACKAGE								
2/16/21	6897392	202102	300	-15500	-10000			*	2,877.47	
		FL REEDY CREEK IMP DIST								
2/17/21	6899875	202102	390	-57200	-46000			*	372.48	
		KUBOTA LELY BROADCAST								
TCF NATIONAL BANK										
2/25/21	01165	2/10/21	83417430	202102	300	-13100	-10000	*	121.24	8,365.91 028438
		GF ADMIN								
2/10/21	83417430	202102	300	-13100	-10000			*	165.97	
		GF MAINT								
2/10/21	83417430	202102	390	-57200	-22000			*	373.43	
		GC MAINT								
2/10/21	83417430	202102	340	-57200	-22000			*	33.25	
		GC OPERATIONS								
UNITED HEALTHCARE INSURANCE COMPANY										
										693.89 028439

VIER ---VIERA EAST--- HSMITH

CHECK DATE	VEND#	INVOICE DATE	INVOICE YRMO	DPT ACCT#	SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	...CHECK... AMOUNT
2/25/21	00117	2/16/21	41001463	202102	390-57200-46000		WESCOTURF INC.	*	99.31	99.31 028440
2/25/21	00603	9/02/20	132964	202102	390-57200-46000		ROCKLEDGE MOWER & SERVICE	*	21.95	21.95 028441
2/25/21	01033	2/25/21	12833	202102	300-15500-10000		EGIS INSURANCE ADVISORS LLC	*	14,673.00	14,673.00 028442
2/25/21	00587	2/19/21	630037	202102	390-57200-46110		GLOVER OIL COMPANY INC	*	475.76	475.76 028443
2/19/21	630037	2/19/21	630037	202102	300-13100-10000		UNIFIRST CORPORATION	*	234.32	234.32 028444
2/19/21	630038	2/19/21	630038	202102	390-57200-46110		UNIFIRST CORPORATION	*	768.96	768.96 028444
2/19/21	630038	2/19/21	630038	202102	300-13100-10000		GLOVER OIL COMPANY INC	*	378.74	378.74 028443
2/23/21	00807	2/23/21	92400248	202102	390-57200-54100		UNIFORMS 2.23.21	*	155.46	155.46 028444
3/01/21	00782	3/01/21	60161	202103	340-57200-51100		MATS	*	25.50	25.50 028444
3/01/21	60161	3/01/21	60161	202103	320-57200-51100		MATS	*	74.59	74.59 028445
3/01/21	00987	3/01/21	25476	202103	320-57200-48000		VIERA VOICE 1/6 PG.	*	330.00	330.00 028446
2/12/21	00024	2/12/21	141774 F	202102	320-57200-43000		141774 FEB	*	71.90	71.90 028447
3/01/21	01132	3/01/21	3682663-	202103	300-13100-10000		GF ADMIN PREMIUM	*	173.16	173.16 028447
3/01/21	3682663-	3/01/21	3682663-	202103	300-13100-10000		GF MAINT PREMIUM	*	151.13	151.13 028446
3/01/21	3682663-	3/01/21	3682663-	202103	390-57200-22000		GC MAINT PREMIUM	*	202.30	202.30 028446
COLONIAL LIFE										
									526.59	028448

VIER --VIERA EAST-- HSMITH

CHECK DATE	VEND#	INVOICE DATE	EXPENSED TO YRMO	DPT ACCT#	SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK #
3/04/21	00364	2/25/21	02252021	202102	340-57200-51100		REIMBURSE	*	4.85	
3/04/21	00364	2/25/21	02252021	202102	340-57200-51100		REIMBURSE	V	4.85	
3/04/21	01388	2/23/21	ARG601776	202102	390-57200-54600		DAVID JUDY CNCIMHOOD	*	128.89	028449
3/04/21	01344	3/01/21	S65904	202103	320-57200-46000		DEX IMAGING INSTALL 2 NEW FAUCETS	*	447.17	028450
3/04/21	01333	2/28/21	02282021	202102	300-34700-00714		DIAL PLUMBING & A/C INC. GC FEB 15-28	*	343.92	028451
3/04/21	01196	2/15/21	92456177	202102	350-57200-51100		DIVOTS GRILLE KEY SET	*	155.92	028452
3/04/21	01033	3/01/21	12839	202103	300-15500-10000		E-Z-GO A TEXTRON COMPANY POLICY#100120537	*	224.00	028453
3/04/21	01363	2/24/21	51152	202102	390-57200-47100		EGIS INSURANCE ADVISORS LLC GSP MTHLY PAYMENT	*	348.00	028454
3/04/21	01210	2/27/21	80614515	202102	320-57200-51000		RAIN BIRD INTERNATIONAL, INC. SPLS INKLSR LBL	*	79.73	028455
3/04/21	01366	2/21/21	6904286	202102	390-57200-54600		STAPLES ADVANTAGE TORO WORKMAN HDX & PRO	*	652.34	028456
3/04/21	00888	2/18/21	13033389	202102	320-57200-51000		TCF NATIONAL BANK 3X4 ZMIL RECLOSEABLE BAG	*	1,065.98	028457
3/04/21	00807	2/02/21	924 0021	202102	390-57200-54100		ULINE UNIFORMS	*	68.16	028458

VIER --VIERA EAST-- HSMITH

CHECK DATE	VEND#	INVOICE DATE	EXPENSED TO	YRMO	DPT	ACCT#	SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK#
2/09/21	924	0022	UNIFORMS	202102	390	57200	54100		UNIFIRST CORPORATION	*	155.46	028459
2/16/21	924	0023	UNIFORMS	202102	390	57200	54100		UNIFIRST CORPORATION	*	155.46	028460
3/02/21	924	0025	UNIFORMS	202103	390	57200	54100		UNIFIRST CORPORATION	*	155.46	028461
2/24/21	9139447	202102	6 YARD DUMPSTER 3X WEEK	202102	320	57200	34100		WASTE MANAGEMENT	*	501.64	028462
2/24/21	9139834	202102	6 YARD DUMPSTER 1XWEEK	202102	390	57200	47900		WASTE MANAGEMENT	*	200.79	028463
2/23/21	41002546	202102	KIT-GREASABLE ROLLER ASM	202102	390	57200	46000		WESCO TURF SUPPLY, INC.	*	542.72	028464
2/25/21	02252021	202102	REIMBURSE LOWES PURCHASE	202102	340	57200	51100		DAVID JUDY	*	46.58	028465
3/09/21	03092021	202103	REIMBURSE	202103	320	57200	51100		DAVID JUDY	*	34.65	028466
3/03/21	48275	202103	BOX OF LASER 404 SCORECAR	202103	340	57200	51100		DAVID JUDY	*	59.00	028467
3/01/21	397	202103	GOLF FUND DISSEMINATION	202103	310	57200	31700		FLORIDA STATE GOLF ASSOCIATION	*	83.33	028468
3/10/21	32263285	202103	FOAM CUPS	202103	340	57200	51100		GMS-CENTRAL FLORIDA, LLC	*	969.77	028469
3/11/21	948815	202103	7 COVID MASK	202103	350	57200	51100		SYSO	*	52.50	028470
2/28/21	0221-TR7	202103	COBRA-GF ADMIN	202103	300	13100	10000		TAMARA HOUSTON	*	8.33	028471
2/28/21	0221-TR7	202103	COBRA-GF MAINT	202103	300	13100	10000		TAMARA HOUSTON	*	33.33	028472

VIER --VIERA EAST-- HSMITH

VIERA EAST- GOLF COURSE
 BANK B VIERA EAST-GOLF

CHECK DATE	VEND#	INVOICE DATE	EXPENSED TO DATE	YRMO	DPT	ACCT#	SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK#
2/28/21	0221	TR7	202103	390		57200		22000	COBRA-GC MAINT	*	58.34	
3/15/21	00782	0114	202103	340		57200		51100	WAGEWORKS, INC.	*	25.50	100.00 028468
3/15/21	0114	0114	202103	320		57200		51100	MATS	*	74.59	
3/18/21	01371	40183643	202103	300		15500		10000	A LINEN CONNECTION	*	195.98	100.09 028469
3/17/21	01222	03172021	202103	300		14200		10000	ADT SECURITY SERVICES	*	28.00	195.98 028470
3/18/21	00430	12103187	202103	390		57200		48000	TROPHY PLAQUE	*	33.80	28.00 028471
3/10/21	01445	57117 FE	202103	390		57200		43000	AL'S TROPHY SHOP	*	201.80	33.80 028472
3/10/21	57117 FE	202103	300			13100		10000	LARGE PATCH BANDAID	*	201.80	
3/10/21	57117 FE	202103	320			57200		43000	AMERICAN SAFETY & FIRST AID, INC.	*	201.80	
3/10/21	57117 FE	202103	340			57200		43000		*	201.79	
3/15/21	01333	03152021	202103	300		34700		00714	BANLEACO	*	196.06	807.19 028473
3/15/21	03152021	202103	300			13100		10500	GC MAR 1-15	*	181.87	
3/11/21	01335	21198518	202103	390		57200		54600	DIVOTS GRILLE	*	5,167.72	14.19 028474
3/11/21	21198518	202103	310			57200		49300	EQUIP LEASE TOR	*	1,810.00	
2/24/21	00648	02242021	202103	320		57200		46000	PROPERTY TAX	*	390.00	6,977.72 028475
									DLL FINANCE LLC	*		
									INSTALLED NEW FANS	*		
									DURHAM & SONS, INC.	*		390.00 028476

VIER --VIERA EAST-- HSMITH

CHECK DATE	VEND#	INVOICE DATE	YRMO	DPT	ACCT#	SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNTCHECK..... AMOUNT
3/18/21	01394	3/02/21	62602335	202103	330-57200-54600			DISH MACHINE	*	99.33	99.33 028477
								ECOLAB			
3/18/21	01196	3/05/21	9247289	202103	350-57200-46300			SERVICE TECH ORDER	*	463.20	463.20
3/17/21	92494309	202103	350-57200-46300					SERVICE VEHICLE	*	291.14	291.14
								E-Z-GO A TEXTRON COMPANY			754.34 028478
3/18/21	00076	3/09/21	2153701	202103	300-13100-10500			2300 CLUBHOUSE DR	*	181.87	181.87
								FLORIDA CITY GAS			181.87 028479
3/18/21	00035	3/10/21	33189	FE	202103	320-57200-43000		ADMIN BUILDING	*	497.27	497.27
3/10/21	33189	FE	202103	340-57200-43000				ADMIN BUILDING	*	497.27	497.27
3/10/21	42334	202103	320-57200-43000					#LGTS	*	57.42	57.42
3/10/21	42334	202103	300-11500-10000					#LGTS	*	32.87	32.87
3/10/21	52104	FE	202103	340-57200-43000				#CART	*	833.36	833.36
3/10/21	54156	FE	202103	390-57200-43000				MAINT BLDG	*	1,474.32	1,474.32
3/10/21	54156	FE	202103	300-13100-10000				MAINT BLDG	*	368.58	368.58
3/10/21	57086	FE	202103	320-57200-43000				#BATH	*	19.85	19.85
								.FPL			3,780.94 028480
3/18/21	00563	3/09/21	340734	202103	300-14200-10000			MARTINI TREE	*	515.77	515.77
								GLOBAL GOLF SALES, INC.			515.77 028481
3/18/21	01372	3/02/21	28872718	202103	320-57200-34100			COPIER LEASE GC	*	120.32	120.32
3/02/21	28872718	202103	300-13100-10000					COPIER LEASE GF	*	120.31	120.31
								GREAT AMERICA FINANCIAL SVCS			240.63 028482
3/18/21	01127	3/12/21	00100001	202103	300-13100-10000			GF ADMIN PREMIUM	*	2,312.15	2,312.15
3/12/21	00100001	202103	300-13100-10000					GF MAINT PREMIUM	*	1,456.11	1,456.11

VIER --VIERA EAST-- HSMITH

CHECK DATE	VEND#	INVOICE DATE	EXPENSED TO DATE	YRMO	DPT	ACCT#	SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK AMOUNT
3/12/21	00100001	00100001	202103	390-57200-22000					HEALTHFIRST HEALTH PLAN	*	3,426.95	7,195.21
3/11/21	01501	4430	202103	390-57200-46100					TANK TEST MAR	*	345.05	
3/11/21	4430	202103	300-15500-10000						TANK TEST APR-JUL	*	1,380.20	
3/11/21	4430	202103	300-13100-10000						TANK TEST GF	*	849.75	
3/08/21	00694	622290	202103	390-57200-46000					JSR FUELING TECHNOLOGIES, LLC	*	215.70	2,575.00
3/08/21	622290	622290	202103	390-57200-46000					CUTTING DISK	*	124.14	
3/08/21	622290	622290	202103	390-57200-46000					TRIGGER JET SPRAY GUN	*	283.90	
3/08/21	622290	622290	202103	390-57200-46000					SHURELO	*	129.00	
3/08/21	622290	622290	202103	390-57200-51200					TOP DRESSING TOOL	*	9.00	
3/08/21	622290	622290	202103	390-57200-51200					DEBRIS STEVE	*	30.45	
3/09/21	622305	622305	202103	390-57200-46000					SHIPPING AND HANDLING	*	150.27	
3/10/21	622387	622387	202103	390-57200-51200					BRAKE DRUM EZGO	*	413.78	
3/11/21	100014	100014	202103	390-57200-46000					PRECISION SMALL ENGINE CO., INC.	*	65.85	1,356.24
3/13/21	80616055	80616055	202103	320-57200-51000					ROCKLEDGE MOWER & SERVICE	*	101.54	65.85
3/03/21	01440	15	202103	320-57200-22400					STAPLES ADVANTAGE	*	97.28	101.54
3/08/21	01366	6930707	202103	390-57200-54600					STEWART ROCKLEDGE HOSPITAL INC	*	419.64	97.28
3/08/21	6930707	6930707	202103	390-57200-54600					CUSHMAN HAULER	*	430.63	
3/08/21	6930707	6930707	202103	390-57200-54600					TORO SAND PRO	*	850.27	850.27

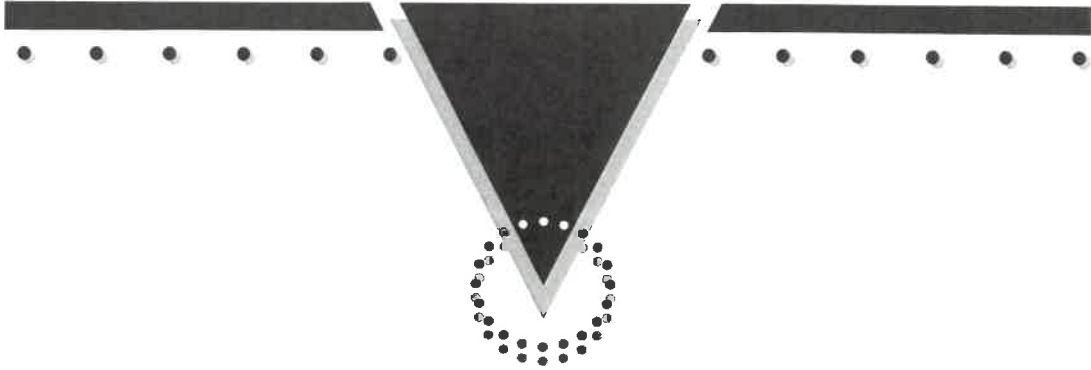
VIER --VIERA EAST-- HSMITH

CHECK DATE	VEND#	INVOICE DATE	YRMO	DPT	ACCT#	SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNTCHECK.... AMOUNT #
3/18/21	00807	3/09/21	924	0026	202103	390-57200-54100		UNIFIRST CORPORATION	*	155.46	155.46 028490
3/18/21	01502	3/11/21	01-VECDD	202103	320-57200-46000			UNIQUE WEBB CONSULTING	*	600.00	600.00 028491
3/18/21	00117	3/02/21	41003784	202103	390-57200-46000			WESCOTURF INC.	*	406.92	406.92 028492

TOTAL FOR BANK B 101,113.94
 TOTAL FOR REGISTER 101,113.94

VIER --VIERA EAST-- HSMITH

SECTION B



**Viera East
Community Development
District**

Unaudited Financial Reporting

February 28, 2021



TABLE OF CONTENTS

1	<u>Balance Sheet</u>
2-4	<u>General Fund Income Statement</u>
5	<u>Capital Reserve Income Statement</u>
6	<u>Capital Reserve Check Register</u>
7	<u>Debt Service Series 2006 Income Statement</u>
8	<u>Debt Service Series 2020 Income Statement</u>
9	<u>Capital Projects Series 2020 Income Statement</u>
10-13	<u>Golf Course Income Statement</u>
14-15	<u>Month by Month- General Fund</u>
16-18	<u>Month by Month- Golf Course</u>
19	<u>Month by Month- Proshop</u>
20	<u>Long Term Debt Report</u>
21	<u>FY2021 Tax Receipt Schedule</u>

Viera East
Community Development District
 Combined Balance Sheet
 February 28, 2021

Governmental Fund Types

	<u>General</u>	<u>Capital Reserve</u>	<u>Debt Service</u>	<u>Capital Projects</u>	<u>Golf Course/Recreation</u>	<u>Totals (memorandum only)</u>
<i>Assets</i>						
Operating Account	\$755,028	\$151,064	---	---	\$905,008	\$1,811,099
Accounts Receivable	---	---	---	---	\$1,312	\$1,312
Rent Receivable	---	---	---	---	\$1,982	\$1,982
Due From Golf Course	\$32,878	---	---	---	---	\$32,878
Due From General Fund	---	---	\$133,567	---	\$60,496	\$194,063
Due From Capital Reserve	\$209	---	---	---	\$4,391	\$4,600
Due from Debt Service	\$11,030	---	---	---	\$22,922	\$33,953
Due from Other	---	---	---	---	\$2,678	\$2,678
Due from Capital Projects	---	\$51,798	---	---	\$750	\$52,548
Inventory - Pro Shop	---	---	---	---	\$50,569	\$50,569
<i>Investments:</i>						
State Board	---	\$89,197	---	---	---	\$89,197
Benefit Assessment- Series 2012	---	---	---	---	\$4,108	\$4,108
Reserve - Series 2012	---	---	---	---	\$280,132	\$280,132
Bond Service- Series 2006	---	---	\$2,440,583	---	---	\$2,440,583
Reserve- Series 2020	---	---	\$234,598	---	---	\$234,598
Temporary Interest Series 2020	---	---	\$361,241	---	---	\$361,241
Project- Series 2020	---	---	---	\$4,548,495	---	\$4,548,495
Cost of Issuance- Series 2020	---	---	---	\$55,075	---	\$55,075
Improvements (Net of Depreciation)	---	---	---	---	\$1,130,855	\$1,130,855
Prepaid Expenses- Operations	\$7,246	---	---	---	\$95,744	\$102,990
Total Assets	\$806,393	\$292,058	\$3,169,988	\$4,603,570	\$2,560,946	\$11,432,954
<i>Liabilities</i>						
Accounts Payable	\$9,611	---	---	---	(\$135)	\$9,476
Accrued Expenses	\$3,708	---	---	---	\$12,912	\$16,621
Deferred Revenue- Season Advance	---	---	---	---	\$95,226	\$95,226
Deferred Revenue- Special Assessments O&M	---	---	---	---	\$10,635	\$10,635
Deferred Revenue- Special Assessments Debt	---	---	---	---	\$281,853	\$281,853
Deposit-Divots Grill	---	---	---	---	\$2,000	\$2,000
Due to General Fund	---	\$209	\$11,030	---	\$32,878	\$44,118
Accrued Interest Payable	---	---	---	---	\$89,059	\$89,059
Accrued Principal Payable	---	---	---	---	\$141,667	\$141,667
Sales Tax Payable	---	---	---	---	\$5,047	\$5,047
Event Deposits	---	---	---	---	(\$116)	(\$116)
Due to Golf Course	\$60,496	\$4,391	\$22,922	---	---	\$87,809
Due to Debt Service	\$133,567	---	---	---	---	\$133,567
Due to Capital Reserve	---	---	---	\$51,798	---	\$51,798
Accrued Payroll Payable	\$10,155	---	---	---	\$22,160	\$32,315
Bonds Payable - Series 2012	---	---	---	---	\$2,895,000	\$2,895,000
Bond Discount	---	---	---	---	(\$15,817)	(\$15,817)
Deferred Loss	---	---	---	---	(\$159,029)	(\$159,029)
<i>Fund Equity</i>						
Net Assets	---	---	---	---	(\$852,397)	(\$852,397)
<i>Fund Balances</i>						
Assigned - First Quarter	\$176,000	---	---	---	---	\$176,000
Nonspendable - Prepaid Expense	\$7,246	---	---	---	---	\$7,246
Unassigned	\$405,608	---	---	---	---	\$405,608
Assigned- Capital Reserve Fund	---	\$287,458	---	---	---	\$287,458
Restricted for Capital Projects	---	---	---	\$4,551,772	---	\$4,551,772
Restricted for Debt Service	---	---	\$3,136,036	---	---	\$3,136,036
Total Liabilities, Fund Equity, Other	\$806,393	\$292,058	\$3,169,988	\$4,603,570	\$2,560,946	\$11,432,954

Viera East
Community Development District
 General Fund
 Statement of Revenues & Expenditures
 For Period Ending February 28, 2021

	Adopted Budget	Prorated Budget 2/28/21	Actual 2/28/21	Variance
<i>Revenues</i>				
Maintenance Assessments	\$808,157	\$745,338	\$745,338	\$0
Golf Course Administrative Services	\$56,280	\$23,450	\$23,450	\$0
Interest Income	\$100	\$42	\$4	(\$38)
Total Revenues	\$864,536	\$768,830	\$768,792	(\$38)

Administrative Expenditures

Supervisors Fees	\$30,496	\$12,707	\$11,705	\$1,002
Engineering Fees	\$5,000	\$2,083	\$625	\$1,458
Attorney's Fees	\$5,000	\$2,083	\$1,524	\$559
Dissemination	\$1,000	\$417	\$417	\$0
Trustee Fees	\$5,600	\$2,333	\$2,333	(\$0)
Annual Audit	\$6,500	\$2,708	\$1,375	\$1,333
Collection Agent	\$2,500	\$1,042	\$1,042	(\$0)
Management Fees	\$100,440	\$41,850	\$41,850	\$0
Postage	\$1,500	\$625	\$1,078	(\$453)
Printing & Binding	\$2,500	\$1,042	\$663	\$379
Insurance- Liability	\$7,475	\$3,115	\$3,792	(\$677)
Legal Advertising	\$1,500	\$625	\$568	\$57
Other Current Charges	\$1,500	\$625	\$199	\$426
Office Supplies	\$1,500	\$625	\$80	\$545
Dues & Licenses	\$175	\$73	\$73	(\$0)
Information Technology	\$3,400	\$1,417	\$1,417	\$0
Total Administrative	\$176,086	\$73,369	\$68,739	\$4,631

Viera East
Community Development District
 General Fund
 Statement of Revenues & Expenditures
 For Period Ending February 28, 2021

	Adopted Budget	Prorated Budget 2/28/21	Actual 2/28/21	Variance
<i><u>Operating Expenditures</u></i>				
Salaries	\$149,299	\$62,208	\$60,372	\$1,836
Administrative Fee	\$1,659	\$691	\$1,129	(\$438)
FICA Expense	\$11,421	\$4,759	\$3,561	\$1,198
Employee Insurance	\$16,914	\$7,048	\$6,522	\$525
Workers Compensation	\$2,926	\$1,219	\$1,694	(\$475)
Unemployment	\$853	\$355	\$817	(\$462)
Other Contractual	\$7,500	\$3,125	\$3,392	(\$267)
Training	\$500	\$208	\$0	\$208
Uniforms	\$500	\$208	\$0	\$208
Total Operating	\$191,572	\$79,822	\$77,488	\$2,333
<i><u>Maintenance Expenditures</u></i>				
Canal Maintenance	\$14,000	\$5,833	\$0	\$5,833
Lake Bank Restoration	\$60,000	\$60,000	\$57,000	\$3,000
Environmental Services	\$20,000	\$8,333	\$1,785	\$6,548
Water Management System	\$99,000	\$41,250	\$45,002	(\$3,752)
Control Burns	\$15,000	\$6,250	\$652	\$5,598
Contingencies	\$2,000	\$833	\$0	\$833
Fire Line Maintenance	\$3,000	\$1,250	\$800	\$450
Basin Repair	\$4,000	\$1,667	\$0	\$1,667
Total Maintenance	\$217,000	\$125,417	\$105,239	\$20,177

Viera East
Community Development District
 General Fund
 Statement of Revenues & Expenditures
 For Period Ending February 28, 2021

	Adopted Budget	Prorated Budget 2/28/21	Actual 2/28/21	Variance
<i><u>Grounds Maintenance Expenditures</u></i>				
Salaries	\$140,787	\$58,661	\$55,102	\$3,559
Administrative Fees	\$3,684	\$1,535	\$1,554	(\$19)
FICA	\$10,770	\$4,488	\$4,070	\$417
Health Insurance	\$18,818	\$7,841	\$6,893	\$948
Workers Compensation	\$2,759	\$1,150	\$1,505	(\$355)
Unemployment	\$2,120	\$883	\$1,300	(\$417)
Telephone	\$6,250	\$2,604	\$2,844	(\$240)
Utilities	\$5,500	\$2,292	\$2,949	(\$658)
Property Appraiser	\$1,990	\$1,990	\$1,989	\$2
Insurance	\$1,663	\$693	\$625	\$68
Repairs	\$15,000	\$6,250	\$7,898	(\$1,648)
Fuel	\$10,000	\$4,167	\$4,479	(\$312)
Park Maintenance	\$2,500	\$1,042	\$760	\$282
Sidewalk Maintenance	\$5,000	\$2,083	\$0	\$2,083
Chemicals	\$4,000	\$1,667	\$759	\$907
Contingencies	\$4,000	\$4,000	\$4,755	(\$755)
Refuse	\$6,000	\$2,500	\$2,160	\$340
Office Supplies	\$750	\$750	\$723	\$27
Uniforms	\$3,000	\$1,250	\$1,084	\$166
Fire Alarm System	\$6,500	\$2,708	\$2,635	\$74
Rain Bird Pump System	\$27,576	\$11,490	\$11,722	(\$232)
Total Grounds Maintenance	\$278,667	\$120,043	\$115,804	\$4,239
Total Expenditures	\$863,325	\$398,651	\$367,271	\$31,380
Operating Income (Loss)	\$1,211	\$370,179	\$401,521	\$31,342
<i><u>Non Operating Revenues/(Expenditures)</u></i>				
Reserve Funding- Transfer Out (Capital Reserve)	(\$1,211)	\$0	\$0	\$0
Reserve Funding- Transfer Out (Excess)	\$0	\$0	\$0	\$0
Total Non Operating Revenues/(Expenditures)	(\$1,211)	\$0	\$0	\$0
Excess Revenue/(Expenditures)	(\$0)	\$370,179	\$401,521	\$31,342
Beginning Fund Balance	\$0		\$187,333	
Ending Fund Balance	\$0		\$588,854	

Viera East
Community Development District
 Capital Reserve Fund
 Statement of Revenues & Expenditures
 For Period Ending February 28, 2021

	Adopted Budget	Prorated Budget 2/28/21	Actual 2/28/21	Variance
Revenues				
Interest Income	\$2,500	\$1,042	\$75	(\$966)
Reserve Funding - Transfer In (General)	\$1,211	\$0	\$0	\$0
Reserve Funding - Transfer In (Golf)	\$31,219	\$0	\$0	\$0
Reserve Funding - Transfer In (General Excess)	\$0	\$0	\$0	\$0
Total Revenues	\$34,930	\$1,042	\$75	(\$966)
Expenditures				
Capital Outlay	\$100,000	\$11,595	\$11,595	\$0
Truck Maintenance	\$25,000	\$0	\$0	\$0
Transfer Out	\$0	\$0	\$0	\$0
Total Expenditures	\$125,000	\$11,595	\$11,595	\$0
Excess Revenues/(Expenditures)	(\$90,070)		(\$11,519)	
Beginning Fund Balance	\$229,102		\$298,978	
Ending Fund Balance	\$139,032		\$287,458	

**Viera East
Community Development District**

Capital Reserve Fund

Capital Outlay Check Register Detail

For Period Ending February 28, 2021

Check Date	Vendor	Detail	Amount
Capital Outlay			
<i>FY2021</i>			
2/18/21	Payne Restaurant Equipment	Machine & Dispenser	\$ 6,995.00
1/29/21	Amazon	Outdoor Convex Mirror	\$ 693.94
2/2/21	Amazon	WP Reflective Tape	\$ 71.98
2/2/21	Global Industrial	Post Guard Remove Bollard	\$ 3,624.59
3/4/21	Lowe's	Posts for Mirror	\$ 209.30
Total			<u>\$ 11,594.81</u>

Viera East

Community Development District

Debt Service Fund Series 2006
Statement of Revenues & Expenditures
For Period Ending February 28, 2021

	Adopted Budget	Prorated Budget 2/28/21	Actual 2/28/21	Variance
Revenues				
Special Assessments	\$2,376,297	\$2,191,586	\$2,191,586	\$0
Interest Income	\$1,500	\$625	\$17	(\$608)
Total Revenues	\$2,377,797	\$2,192,211	\$2,191,603	(\$608)
Expenditures				
Series 2006				
Interest-11/1	\$126,644	\$126,644	\$126,644	\$0
Interest-5/1	\$126,644	\$0	\$0	\$0
Principal-5/1	\$2,140,000	\$0	\$0	\$0
Total Expenditures	\$2,393,288	\$126,644	\$126,644	\$0
Excess Revenues/(Expenditures)	(\$15,491)		\$2,064,959	
Beginning Fund Balance	\$522,357		\$475,238	
Ending Fund Balance	\$506,866		\$2,540,197	

Viera East
Community Development District
 Debt Service Fund Series 2020
 Statement of Revenues & Expenditures
 For Period Ending February 28, 2021

	Adopted Budget	Prorated Budget 2/28/21	Actual 2/28/21	Variance
<u>Revenues</u>				
Interest Income	\$1,000	\$417	\$13	(\$404)
Total Revenues	\$1,000	\$417	\$13	(\$404)
<u>Expenditures</u>				
<u>Series 2020</u>				
Interest-11/1	\$52,679	\$52,679	\$52,679	\$0
Interest-5/1	\$90,308	\$0	\$0	\$0
Total Expenditures	\$142,987	\$52,679	\$52,679	\$0
Excess Revenues/(Expenditures)	(\$141,987)		(\$52,666)	
Beginning Fund Balance	\$648,505		\$648,505	
Ending Fund Balance	\$506,518		\$595,838	

Viera East
Community Development District
 Capital Projects Fund Series 2020
 Statement of Revenues & Expenditures
 For Period Ending February 28, 2021

	Actual 2/28/21
<u>Revenues</u>	
Interest Income	\$119
Total Revenues	\$119
<u>Expenditures</u>	
Capital Outlay	\$1,537,898
Cost of Issuance	\$0
Total Expenditures	\$1,537,898
Excess Revenues/(Expenditures)	(\$1,537,780)
Beginning Fund Balance	\$6,089,551
Ending Fund Balance	\$4,551,772

Viera East
Community Development District
Golf Course/Recreation Fund - Operations
Statement of Revenues & Expenditures
For Period Ending February 28, 2021

	Adopted Budget	Actuals	Current Month Budget	Variance	Actuals	Year-to-Date Budget	Variance
<i>Number of Rounds</i>							
Paid Rounds	35,250	3564	3,997	(433)	17,145	14,766	2,379
Member Rounds	10,000	836	1,134	(298)	4,611	4,189	422
Comp Rounds	3,000	182	340	(158)	1,044	1,257	(213)
EZ Links	3,000	0	340	(340)	-	1,190	(1,190)
GolfNow	2,000	250	227	23	1,397	838	559
Total Memberships	60	2	-	2	41	60	(19)
<i>Revenue per Round</i>							
Paid Rounds	\$40	\$45	\$41	\$5	\$39	\$44	(\$4)
Revenues							
Greens Fees/Cart Fees	\$1,426,357	\$161,835	\$163,318	(\$1,483)	\$672,118	\$644,000	\$28,117
Gift Cards - Sales	\$25,000	\$398	\$2,863	(\$2,465)	\$5,386	\$11,288	(\$5,902)
Gift Cards - Usage	(\$25,000)	(\$1,817)	(\$2,863)	\$1,045	(\$8,946)	(\$11,288)	\$2,342
Season Advance/Trail Fees	\$210,000	\$21,645	\$24,045	(\$2,400)	\$104,237	\$94,815	\$9,422
Associate Memberships	\$42,000	\$5,767	\$4,809	\$958	\$25,359	\$18,963	\$6,396
Driving Range	\$80,000	\$7,544	\$9,160	(\$1,616)	\$36,737	\$36,120	\$617
Golf Lessons	\$2,100	\$175	\$240	(\$65)	\$875	\$948	(\$73)
Merchandise Sales	\$115,000	\$9,199	\$13,168	(\$3,969)	\$47,306	\$51,923	(\$4,616)
Restaurant	\$20,000	\$2,377	\$2,290	\$87	\$15,743	\$9,030	\$6,713
Special Assessments - Operations	\$18,239	\$1,519	\$1,519	\$0	\$7,597	\$7,597	\$0
Miscellaneous Income	\$15,000	\$105	\$1,250	(\$1,144)	\$3,401	\$6,248	(\$2,846)
Total Revenues	\$1,928,696	\$208,747	\$219,799	(\$11,052)	\$909,812	\$869,643	\$40,170
Golf Course Expenditures							
Other Contractual Services	\$15,000	\$1,847	\$1,250	(\$598)	\$6,262	\$6,248	(\$14)
Telephone/Internet	\$5,500	\$106	\$458	\$352	\$530	\$2,291	\$1,761
Postage	\$2,000	\$0	\$167	\$167	\$1,536	\$833	(\$703)
Printing & Binding	\$1,000	\$0	\$83	\$83	\$0	\$417	\$417
Utilities	\$15,900	\$1,262	\$1,324	\$63	\$6,230	\$6,622	\$393
Repairs & Maintenance	\$8,000	\$2,596	\$666	(\$1,930)	\$4,926	\$3,332	(\$1,594)
Advertising	\$45,000	\$1,364	\$3,749	\$2,385	\$7,894	\$18,743	\$10,848
Bank Charges	\$35,000	\$4,992	\$2,916	(\$2,076)	\$17,255	\$14,578	(\$2,678)
Office Supplies	\$4,000	\$263	\$333	\$71	\$802	\$1,666	\$864
Operating Supplies	\$5,000	\$110	\$417	\$307	\$2,285	\$2,083	(\$202)
Dues, Licenses & Subscriptions	\$8,000	\$943	\$666	(\$277)	\$1,416	\$3,332	\$1,916
Drug Testing - All Departments	\$500	\$0	\$42	\$42	\$97	\$208	\$111
Training, Education & Employee Relations	\$3,000	\$675	\$250	(\$425)	\$1,107	\$1,250	\$143
Contractual Security	\$3,000	\$196	\$250	\$54	\$2,057	\$1,250	(\$807)
IT Services	\$3,000	\$0	\$250	\$250	\$435	\$1,250	\$815
Total Golf Course Expenditures	\$153,900	\$14,353	\$12,820	(\$1,533)	\$52,831	\$64,099	\$11,268

Viera East
Community Development District
Golf Course/Recreation Fund - Operations
Statement of Revenues & Expenditures
For Period Ending February 28, 2021

	Adopted Budget		Current Month		Year-to-Date	
	Budget	Actuals	Budget	Variance	Budget	Variance
<i>Restaurant Expenditures</i>						
Pest Control	\$1,200	\$95	\$136	\$41	\$476	\$27
Equipment Lease	\$1,100	\$99	\$125	\$25	\$461	(\$85)
Total Restaurant Expenditures	\$2,300	\$194	\$261	\$66	\$937	(\$57)
<i>Golf Operation Expenditures</i>						
Salaries	\$210,900	\$15,326	\$17,574	\$2,248	\$83,497	\$4,374
Administrative Fee	\$19,957	\$1,193	\$1,663	\$470	\$7,540	\$775
FICA Expense	\$16,547	\$1,172	\$1,379	\$206	\$6,388	\$507
Health Insurance	\$707	\$33	\$59	\$26	\$152	\$143
Workers Compensation	\$4,239	\$419	\$353	(\$65)	\$2,280	(\$514)
Unemployment	\$12,786	\$920	\$1,065	\$146	\$3,546	\$1,781
Golf Printing	\$2,200	\$0	\$183	\$183	\$1,200	(\$284)
Utilities	\$22,500	\$1,586	\$1,875	\$289	\$8,074	\$1,302
Repairs	\$250	\$0	\$21	\$21	\$355	(\$251)
Pest Control	\$1,200	\$95	\$100	\$5	\$476	\$24
Supplies	\$10,000	\$719	\$833	\$115	\$5,229	\$4,167
Uniforms	\$1,500	\$0	\$125	\$125	\$0	\$625
Training, Education & Employee Relations	\$2,000	\$0	\$167	\$167	\$0	\$833
Fuel	\$500	\$0	\$42	\$42	\$0	\$208
Cart Lease	\$99,000	\$7,971	\$8,250	\$279	\$39,182	\$41,250
Cart Maintenance	\$4,000	\$711	\$333	(\$377)	\$3,112	(\$1,445)
Driving Range	\$10,000	\$227	\$833	\$606	\$1,548	\$4,167
Total Golf Operation Expenditures	\$418,286	\$30,372	\$34,856	\$4,484	\$162,577	\$11,704
<i>Merchandise Sales</i>						
Cost of Goods Sold	\$77,000	\$3,007	\$6,417	\$3,409	\$29,579	\$2,504
Total Merchandise Sales	\$77,000	\$3,007	\$6,417	\$3,409	\$29,579	\$2,504

Viera East
Community Development District
Golf Course/Recreation Fund - Operations
Statement of Revenues & Expenditures
For Period Ending February 28, 2021

	Adopted Budget		Current Month		Year-to-Date		
	Budget	Variance	Actuals	Budget	Actuals	Budget	Variance
<i>Golf Course Maintenance</i>							
Salaries	\$452,632	\$11,503	\$26,216	\$37,719	\$166,762	\$188,597	\$21,834
Administrative Fees	\$11,919	\$178	\$815	\$993	\$4,561	\$4,966	\$406
FICA Expense	\$3,756	(\$1,588)	\$1,901	\$313	\$12,176	\$1,565	(\$10,611)
Employee Insurance	\$49,336	\$2,360	\$1,751	\$4,111	\$18,095	\$20,557	\$2,461
Workers Compensation	\$11,023	\$204	\$714	\$919	\$4,548	\$4,593	\$45
Unemployment	\$8,170	(\$774)	\$1,454	\$681	\$3,966	\$3,404	(\$562)
Consulting Fees	\$6,000	\$500	\$0	\$500	\$2,000	\$2,500	\$500
Fire Alarm System	\$4,000	\$333	\$0	\$333	\$557	\$1,667	\$1,110
Utilities/Water	\$26,200	(\$118)	\$2,301	\$2,183	\$10,646	\$10,917	\$270
Repairs	\$48,000	\$2,387	\$1,613	\$4,000	\$21,305	\$20,000	(\$1,305)
Fuel & Oil	\$40,000	(\$180)	\$3,513	\$3,333	\$8,669	\$16,667	\$7,997
Pest Control	\$1,000	(\$4)	\$88	\$83	\$438	\$417	(\$22)
Irrigation/Drainage	\$30,000	\$1,764	\$736	\$2,500	\$5,674	\$12,500	\$6,826
Sand and Topsoil	\$26,500	\$2,208	\$0	\$2,208	\$1,284	\$11,042	\$9,758
Flower/Mulch	\$7,000	\$287	\$296	\$583	\$2,426	\$2,917	\$491
Fertilizer	\$139,000	\$9,223	\$2,360	\$11,583	\$18,902	\$57,917	\$39,014
Seed/Sod	\$16,500	\$1,375	\$0	\$1,375	\$1,681	\$6,875	\$5,194
Trash Removal	\$2,000	(\$235)	\$402	\$167	\$1,244	\$833	(\$411)
Contingency	\$6,000	\$500	\$0	\$500	\$0	\$2,500	\$2,500
First Aid	\$800	\$67	\$0	\$67	\$71	\$333	\$263
Office Supplies	\$1,000	\$83	\$0	\$83	\$0	\$417	\$417
Operating Supplies	\$15,000	\$765	\$485	\$1,250	\$2,859	\$6,250	\$3,391
Training	\$1,000	\$83	\$0	\$83	\$0	\$417	\$417
Janitorial Supplies	\$1,000	\$83	\$0	\$83	\$172	\$417	\$244
Soil & Water Testing	\$1,000	\$83	\$0	\$83	\$0	\$417	\$417
Uniforms	\$8,500	\$86	\$622	\$708	\$3,410	\$3,542	\$132
Equipment Rental	\$2,000	\$167	\$0	\$167	\$0	\$833	\$833
Equipment Lease	\$165,000	\$521	\$13,229	\$13,750	\$60,572	\$68,750	\$8,178
Small Tools	\$500	\$42	\$0	\$42	\$0	\$208	\$208
Total Golf Course Maintenance	\$1,084,836	\$31,906	\$58,497	\$90,403	\$352,018	\$452,015	\$99,997

Viera East
Community Development District
 Golf Course/Recreation Fund - Operations
 Statement of Revenues & Expenditures
 For Period Ending February 28, 2021

	Adopted Budget		Current Month		Year-to-Date	
	Budget	Actuals	Budget	Variance	Budget	Variance
<i>Administrative Expenditures</i>						
Legal Fees	\$1,500	\$0	\$125	\$125	\$0	\$625
Arbitrage	\$600	\$20	\$50	\$30	\$100	\$250
Dissemination	\$1,000	\$83	\$83	\$0	\$417	\$0
Trustee Fees	\$4,100	\$342	\$342	(\$0)	\$1,708	(\$0)
Annual Audit	\$1,500	\$125	\$125	\$0	\$625	\$0
Golf Course Administrative Services	\$56,280	\$4,690	\$4,690	\$0	\$23,450	\$0
Insurance	\$77,000	\$6,127	\$6,417	\$289	\$30,875	\$1,208
Property Taxes	\$15,000	\$1,621	\$1,250	(\$371)	\$7,004	(\$754)
Total Administrative Expenditures	\$156,980	\$13,009	\$13,082	\$73	\$64,180	\$1,229
Total Revenues	\$1,928,696	\$208,747	\$219,799	(\$11,052)	\$909,812	\$40,170
Total Expenditures	\$1,893,302	\$119,433	\$157,838	\$38,405	\$788,851	\$126,645
Operating Income (Loss)	\$35,394	\$89,314	\$61,960	\$27,353	\$80,792	\$166,814
<i>Non Operating Revenues/(Expenditures)</i>						
Special Assessments	\$560,250	\$46,688	\$46,688	(\$0)	\$233,438	(\$0)
Interest Income	\$1,000	\$1	\$83	(\$82)	\$5	(\$412)
Gain on Sale of Asset	\$0	\$0	\$0	\$0	\$45	\$45
Reserve Funding- Transfer Out (Capital Reserve)	(\$31,219)	\$0	(\$2,602)	(\$2,602)	\$0	\$0
Interest Expense	(\$140,425)	(\$11,702)	(\$11,702)	\$0	(\$58,510)	\$0
Principal Expense	(\$425,000)	(\$35,417)	(\$35,417)	(\$0)	(\$177,083)	(\$0)
Total Non Operating Revenues/(Expenditures)	(\$35,394)	(\$430)	(\$2,950)	(\$2,684)	(\$1,740)	(\$367)
Change in Net Assets	\$0	\$88,883	\$59,011	\$24,669	\$245,500	\$166,448
Beginning Net Assets	\$0	*****	*****	*****	*****	*****
Ending Net Assets	\$0	*****	*****	*****	*****	*****

Viera East General Fund
Month to Month

Revenues	October	November	December	January	February	March	April	May	June	July	August	September	Total
Maintenance Assessments	\$0	\$196,793	\$503,121	\$38,045	\$7,380	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$745,338
Golf Course Administrative Services	\$4,690	\$4,690	\$4,690	\$4,690	\$4,690	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$23,450
Interest Income	\$0	\$0	\$0	\$3	\$1	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$4
Total Revenues	\$4,690	\$201,483	\$507,811	\$42,738	\$12,071	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$768,792
Administrative Expenditures													
Supervisors Fees	\$2,678	\$2,384	\$2,900	\$1,415	\$2,328	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$11,705
Engineering Fees	\$0	\$0	\$475	\$150	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$625
Attorney's Fees	\$0	\$0	\$1,524	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,524
Dissemination	\$83	\$83	\$83	\$83	\$83	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$417
Trustee Fees	\$467	\$467	\$467	\$467	\$467	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,333
Annual Audit	\$275	\$275	\$275	\$275	\$275	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,375
Collection Agent	\$208	\$208	\$208	\$208	\$208	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,042
Management Fees	\$8,370	\$8,370	\$8,370	\$8,370	\$8,370	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$41,850
Postage	\$364	\$198	\$138	\$324	\$52	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,078
Printing & Binding	\$206	\$70	\$125	\$50	\$212	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$663
Insurance- Liability	\$608	\$608	\$608	\$1,358	\$608	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$3,792
Legal Advertising	\$296	\$0	\$0	\$271	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$568
Other Current Charges	\$78	\$29	\$59	\$17	\$17	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$199
Office Supplies	\$20	\$20	\$20	\$20	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$80
Dues & Licenses	\$15	\$15	\$15	\$15	\$15	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$73
Information Technology	\$283	\$283	\$283	\$283	\$283	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,417
Total Administrative	\$13,953	\$13,011	\$15,550	\$13,307	\$12,919	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$68,739
Operating Expenditures													
Salaries	\$11,153	\$13,540	\$12,302	\$12,301	\$11,077	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$60,372
Administration Fee	\$556	\$157	\$143	\$143	\$129	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,129
FICA Expense	\$382	\$928	\$843	\$845	\$563	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$3,561
Health Insurance	\$1,281	\$1,281	\$1,281	\$1,319	\$1,319	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$6,522
Workers Compensation	\$305	\$218	\$336	\$336	\$500	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,694
Unemployment	\$0	\$152	\$191	\$374	\$100	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$817
Other Contractual	\$462	\$1,225	\$903	\$462	\$341	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$3,392
Training	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Uniforms	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Operating	\$14,139	\$17,501	\$16,000	\$15,820	\$14,030	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$77,488

Viera East General Fund
Month to Month

	October	November	December	January	February	March	April	May	June	July	August	September	Total
Maintenance Expenditures													
Canal Maintenance	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Lake Bank Restoration	\$17,100	\$39,200	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$57,000
Environmental Services	\$123	\$310	\$965	\$0	\$387	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,785
Water Management System	\$7,887	\$8,087	\$13,107	\$8,087	\$7,833	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$45,002
Control Burns	\$0	\$0	\$0	\$0	\$652	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$652
Contingencies	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Fire Line Maintenance	\$0	\$0	\$0	\$800	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$800
Basin Repair	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Maintenance	\$25,110	\$48,297	\$14,072	\$8,887	\$8,873	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$105,239
Grounds Maintenance Expenditures													
Salaries	\$10,364	\$12,255	\$11,279	\$11,316	\$9,888	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$55,102
Administrative Fees	\$288	\$409	\$318	\$298	\$241	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,554
FICA	\$780	\$907	\$832	\$829	\$723	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$4,070
Health Insurance	\$1,452	\$1,428	\$1,265	\$1,344	\$1,404	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$6,893
Workers Compensation	\$283	\$335	\$308	\$309	\$270	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,505
Unemployment	\$21	\$25	\$202	\$650	\$401	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,300
Telephone	\$633	\$544	\$554	\$551	\$563	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,844
Utilities	\$506	\$780	\$534	\$536	\$594	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,949
Property Appraiser	\$0	\$0	\$1,989	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,989
Insurance- Property	\$125	\$125	\$125	\$125	\$125	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$625
Repairs	\$3,081	\$837	\$1,593	\$1,696	\$690	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$7,898
Fuel	\$1,442	\$531	\$511	\$158	\$1,837	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$4,479
Park Maintenance	\$0	\$0	\$480	\$0	\$280	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$760
Sidewalk Repair	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Chemicals	\$0	\$0	\$0	\$759	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$759
Contingencies	\$215	\$0	\$935	\$3,013	\$592	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$4,755
Refuse	\$480	\$240	\$240	\$240	\$960	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,160
Office Supplies	\$512	\$212	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$723
Uniforms	\$199	\$247	\$245	\$196	\$196	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,084
Fire Alarm System	\$512	\$588	\$512	\$512	\$512	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,635
Rain Bird Pump System	\$2,298	\$2,298	\$2,528	\$2,298	\$2,298	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$11,722
Total Grounds Maintenance	\$23,190	\$21,762	\$24,450	\$24,829	\$21,574	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$115,804
Total Expenditures	\$76,391	\$100,571	\$70,072	\$62,842	\$57,395	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$367,271
Operating Income (Loss)	(\$71,701)	\$100,912	\$437,739	(\$20,105)	(\$45,324)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	-\$401,521
Non-Operating Revenues/(Expenditures)													
Reserve Funding- Transfer Out (Capital Reserve)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Reserve Funding- Transfer Out (Excess)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Non Operating Revenues/Expenditures	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Excess Revenue/(Expenditures)	(\$71,701)	\$100,912	\$437,739	(\$20,105)	(\$45,324)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	-\$401,521

Viera East Golf Course
Month to Month

	October	November	December	January	February	March	April	May	June	July	August	September	Total
<i>Number of Rounds</i>													
Paid Rounds	3,263	2,946	3,532	3,840	3,564	0	0	0	0	0	0	0	17,145
Member Rounds	701	666	816	1,012	836	0	0	0	0	0	0	580	4,611
Comp Rounds	237	152	234	239	182	0	0	0	0	0	0	0	1,044
EZLinks	0	0	0	0	0	0	0	0	0	0	0	0	-
GolfNow	285	256	293	313	250	0	0	0	0	0	0	0	1,397
<i>Revenue per Round</i>													
Paid Rounds	\$33	\$37	\$37	\$43	\$45	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$195
Revenues:													
Greens Fees	\$107,375	\$107,634	\$130,099	\$165,174	\$161,835	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$672,118
Gift Cards - Sales	\$458	\$636	\$3,482	\$433	\$398	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$5,386
Gift Cards - Usage	(\$803)	(\$482)	(\$2,812)	(\$3,031)	(\$1,817)								(\$8,946)
Season Advance/Trail Fees	\$18,051	\$20,606	\$22,572	\$21,363	\$21,645	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$104,237
Associate Memberships	\$3,950	\$3,081	\$4,661	\$7,900	\$5,767	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$25,359
Driving Range	\$5,963	\$6,015	\$8,358	\$8,857	\$7,544	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$36,737
Golf Lessons	\$175	\$175	\$175	\$175	\$175	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$875
Merchandise Sales	\$9,238	\$9,725	\$10,462	\$8,683	\$9,199	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$47,306
Restaurant	\$2,359	\$3,141	\$4,837	\$3,029	\$2,377	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$15,743
Special Assessments - Operations	\$1,519	\$1,519	\$1,519	\$1,519	\$1,519	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$7,597
Miscellaneous Income	\$2,867	\$145	\$189	\$95	\$105	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$3,401
Total Revenues	\$151,152	\$152,194	\$183,522	\$214,197	\$208,747	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$909,812
Golf Course Expenditures:													
Other Contractual Services	\$710	\$1,035	\$1,035	\$1,635	\$1,847	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$6,262
Telephone/Internet	\$106	\$106	\$106	\$106	\$106	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$530
Postage	\$0	\$41	\$1,495	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,536
Printing & Binding	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Utilities	\$1,217	\$1,288	\$1,201	\$1,262	\$1,262	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$6,230
Repairs & Maintenance	\$419	\$250	\$0	\$1,661	\$2,596	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$4,926
Advertising	(\$350)	\$2,099	\$4,117	\$665	\$1,364	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$7,894
Bank Charges	\$2,332	\$3,112	\$3,184	\$3,636	\$4,992	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$17,255
Office Supplies	\$78	\$327	\$115	\$19	\$263	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$802
Operating Supplies	\$442	\$345	\$566	\$822	\$110	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,285
Dues, Licenses & Subscriptions	\$180	\$0	\$293	\$0	\$943	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,416
Drug Testing - All Departments	\$0	\$0	\$49	\$49	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$97
Training, Education & Employee Relations	\$51	\$381	\$0	\$0	\$675	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,107
Contractual Security	\$482	\$519	\$662	\$197	\$196	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,057
IT Services	\$0	\$435	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$435
Total Golf Course Expenditures	\$5,667	\$9,838	\$12,822	\$10,052	\$14,153	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$52,831
Restaurant Expenditures:													
Pest Control	\$95	\$95	\$95	\$95	\$95	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$476
Equipment Lease	\$100	\$147	\$100	\$100	\$99	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$545
Total Restaurant Expenditures	\$195	\$242	\$195	\$195	\$194	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,021

Viera East Golf Course
Month to Month

	October	November	December	January	February	March	April	May	June	July	August	September	Total
Golf Operations:													
Salaries	\$16,087	\$18,232	\$16,814	\$17,038	\$15,326	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$83,497
Administrative Fee	\$1,586	\$1,816	\$1,511	\$1,434	\$1,193	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$7,540
FICA Expense	\$1,231	\$1,395	\$1,286	\$1,304	\$1,172	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$6,388
Health Insurance	\$43	\$43	\$33	\$33	\$33	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$152
Workers Compensation	\$439	\$498	\$459	\$465	\$419	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,280
Unemployment	\$521	\$515	\$569	\$1,022	\$920	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$3,546
Golf Printing	\$0	\$0	\$1,200	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,200
Utilities	\$1,686	\$1,629	\$1,517	\$1,655	\$1,586	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$8,074
Repairs	\$0	\$0	\$0	\$355	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$355
Pest Control	\$95	\$95	\$95	\$95	\$95	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$476
Supplies	\$1,410	\$1,019	\$876	\$1,205	\$719	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$5,229
Uniforms	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Training, Education & Employee Relations	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Fuel	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Cart Lease	\$7,683	\$7,179	\$7,776	\$8,573	\$7,971	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$39,182
Cart Maintenance	\$251	\$272	\$1,275	\$604	\$711	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$3,112
Driving Range	\$32	\$0	\$733	\$556	\$227	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,548
Total Golf Operation Expenditures	\$31,062	\$32,692	\$34,144	\$34,307	\$30,372	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$162,577

Merchandise Sales:

Cost of Goods Sold	\$6,482	\$4,241	\$8,630	\$7,219	\$3,007	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$29,579
Total Merchandise Sales	\$6,482	\$4,241	\$8,630	\$7,219	\$3,007	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$29,579

Golf Course Maintenance:

Salaries	\$32,200	\$38,863	\$31,368	\$38,115	\$26,216	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$166,762
Administrative Fees	\$852	\$1,035	\$822	\$1,037	\$815	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$4,561
FICA Expense	\$2,400	\$2,819	\$2,279	\$2,776	\$1,901	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$12,176
Employee Insurance	\$6,053	\$3,786	\$2,834	\$3,671	\$1,751	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$18,095
Workers Compensation	\$877	\$1,061	\$856	\$1,039	\$714	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$4,548
Unemployment	\$0	\$0	\$334	\$2,177	\$1,454	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$3,966
Consulting Fees	\$500	\$500	\$500	\$500	\$500	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,000
Fire Alarm System	\$512	\$0	\$45	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$557
Utilities/Water	\$2,072	\$2,322	\$1,885	\$2,066	\$2,301	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$10,646
Repairs	\$4,341	\$7,770	\$817	\$6,763	\$1,613	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$21,305
Fuel & Oil	\$2,720	\$1,078	\$1,038	\$320	\$3513	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$8,669
Pest Control	\$88	\$88	\$88	\$88	\$88	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$438
Irrigation/Drainage	\$1,150	\$1,525	\$1,527	\$736	\$736	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$5,674
Sand and Topsoil	\$321	\$321	\$0	\$641	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,284
Flower/Mulch	\$296	\$0	\$337	\$1,496	\$296	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,426
Fertilizer	\$7,254	\$3,173	\$3,618	\$2,497	\$2,360	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$18,902
Seed/Sod	\$0	\$1,681	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,681
Trash Removal	\$240	\$402	\$0	\$201	\$402	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,244
Contingency	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
First Aid	\$0	\$71	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$71
Office Supplies	\$743	\$1,487	\$144	\$0	\$485	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,859
Operating Supplies	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Training	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Janitorial Supplies	\$17	\$155	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$172
Soil & Water Testing	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Uniforms	\$592	\$797	\$777	\$622	\$622	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$3,410
Equipment Rental	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Equipment Lease	\$12,688	\$11,952	\$13,484	\$9,219	\$13,229	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$60,572
Small Tools	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Golf Course Maintenance	\$75,915	\$80,084	\$62,755	\$73,966	\$58,497	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$352,018

Viera East Golf Course
Month to Month

	October	November	December	January	February	March	April	May	June	July	August	September	Total
Administrative Expenditures:													
Legal Fees	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Arbitrage	\$20	\$20	\$20	\$20	\$20	\$20	\$20	\$0	\$0	\$0	\$0	\$0	\$100
Dissemination	\$83	\$83	\$83	\$83	\$83	\$83	\$0	\$0	\$0	\$0	\$0	\$0	\$417
Trustee Fees	\$342	\$342	\$342	\$342	\$342	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,708
Annual Audit	\$125	\$125	\$125	\$125	\$125	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$625
Golf Course Administrative Services	\$4,690	\$4,690	\$4,690	\$4,690	\$4,690	\$4,690	\$0	\$0	\$0	\$0	\$0	\$0	\$23,450
Insurance	\$6,127	\$6,127	\$6,127	\$6,365	\$6,127	\$6,127	\$0	\$0	\$0	\$0	\$0	\$0	\$30,875
Property Taxes	\$1,250	\$1,250	\$1,126	\$1,757	\$1,621	\$1,621	\$0	\$0	\$0	\$0	\$0	\$0	\$7,004
Total Administrative Expenditures	\$12,637	\$12,514	\$13,382	\$13,382	\$13,009	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$64,180
Total Revenues	\$151,152	\$152,194	\$183,522	\$214,197	\$208,747	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$909,812
Total Expenditures	\$131,958	\$140,634	\$131,059	\$139,121	\$119,433	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$662,206
Operating Income (Loss)	\$19,193	\$11,560	\$52,463	\$75,076	\$89,314	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$247,606
Non Operating Revenues/(Expenditures):													
Special Assessments - Debt Service	\$46,688	\$46,688	\$46,688	\$46,688	\$46,688	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$233,438
Interest Income	\$1	\$0	\$1	\$1	\$1	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$5
Gain on Sale of Asset	\$45	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$45
Reserve Funding - Transfer Out (Capital Reserve)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Interest Expense	(\$11,702)	(\$11,702)	(\$11,702)	(\$11,702)	(\$11,702)	(\$11,702)	\$0	\$0	\$0	\$0	\$0	\$0	(\$58,510)
Principal Expense	(\$35,417)	(\$35,417)	(\$35,417)	(\$35,417)	(\$35,417)	(\$35,417)	\$0	\$0	\$0	\$0	\$0	\$0	(\$177,083)
Total Non Operating Revenues/(Expenditures)	(\$385)	(\$431)	(\$430)	(\$430)	(\$430)	(\$430)	\$0	\$0	\$0	\$0	\$0	\$0	(\$2,106)
Net Non Operating Income / (Loss)	\$18,808	\$11,129	\$52,033	\$74,646	\$88,883	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$245,500

Viera East Community Development District

ProShop Statement of Revenues & Expenditures

	October	November	December	January	February	March	April	May	June	July	August	September	Total
<i>Revenues</i>													
Merchandise Sales	\$9,238	\$9,725	\$10,462	\$8,683	\$9,199	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$47,306
Total Revenues	\$9,238	\$9,725	\$10,462	\$8,683	\$9,199	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$47,306
<i>Expenditures</i>													
Cost of Goods Sold	\$6,482	\$4,241	\$8,630	\$7,219	\$3,007	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$29,579
Total Expenditures	\$6,482	\$4,241	\$8,630	\$7,219	\$3,007	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$29,579
Operating Income (Loss)	\$2,756	\$5,484	\$1,832	\$1,464	\$6,191	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$17,727

**Viera East
Community Development District
Long Term Debt Report**

Series 2006 Water Management Refunding Bonds	
Interest Rate:	5.750%
Maturity Date:	5/1/2022
Reserve Fund Definition:	10% Max Annual Dept
Reserve Fund Requirement:	\$239,334
Reserve Fund Balance (1):	\$239,334
Bonds outstanding - 9/30/2016	\$11,855,000
Less: May 1, 2017 Principal	(\$1,710,000)
Less: May 1, 2018 Principal	(\$1,810,000)
Less: May 1, 2019 Principal	(\$1,910,000)
Less: May 1, 2020 Principal	(\$2,020,000)
Current Bonds Outstanding	\$4,405,000

(1) This value is covered by the Debt Service Reserve Fund Surety Bond and is not a cash balance on the District's balance sheet.

Series 2012 Special Assessment Revenue Bonds	
Interest Rate:	2.5% to 5%
Maturity Date:	5/1/2026
Reserve Fund Definition:	50% Max Annual Dept
Reserve Fund Requirement:	\$279,239
Reserve Fund Balance:	\$280,132
Bonds outstanding - 9/30/2016	\$4,445,000
Less: May 1, 2017 Principal	(\$365,000)
Less: May 1, 2018 Principal	(\$380,000)
Less: May 1, 2019 Principal	(\$395,000)
Less: May 1, 2020 Principal	(\$410,000)
Current Bonds Outstanding	\$2,895,000

Series 2020 Special Assessment Revenue Bonds	
Interest Rate:	2% to 2.75%
Maturity Date:	5/1/1938
Reserve Fund Definition:	50% Max Annual Dept
Reserve Fund Requirement:	\$234,591
Reserve Fund Balance:	\$234,598
Bonds outstanding - 7/10/20	\$7,685,000
Current Bonds Outstanding	\$7,685,000

**Viera East
Community Development District
Special Assessment Receipts - FY2021**

Date	Net	Gen Fund	Debt Svc 2006	Rec Fund	Total
11/13/19	\$ 72,600.70	\$ 15,592.25	\$ 45,847.31	\$ 11,161.14	\$ 72,600.70
11/20/20	\$ 843,706.63	\$ 181,200.57	\$ 532,800.40	\$ 129,705.66	\$ 843,706.63
12/4/20	\$ 1,899,535.57	\$ 407,958.07	\$ 1,199,555.95	\$ 292,021.55	\$ 1,899,535.57
12/16/20	\$ 443,096.08	\$ 95,162.54	\$ 279,815.00	\$ 68,118.54	\$ 443,096.08
1/12/21	\$ 177,142.96	\$ 38,044.51	\$ 111,865.71	\$ 27,232.74	\$ 177,142.96
2/9/21	\$ 34,365	\$ 7,380	\$ 21,701	\$ 5,283	\$ 34,364.84
	\$ 3,470,447	\$ 745,338	\$ 2,191,586	\$ 533,523	\$ 3,470,447

	Net Assessed	Percentage	Assessments Collected	Assessments Transferred	Balance to Transfer
Debt Service Fund	\$ 2,376,297	63.15%	\$ 2,191,586	\$ (2,058,019)	\$ 133,567
General Fund	\$ 808,157	21.48%	\$ 745,338	\$ (745,338)	\$ -
Recreation Fund	\$ 578,489	15.37%	\$ 533,523	\$ (501,007)	\$ 32,516
	\$ 3,762,943	100.00%	\$ 3,470,447	\$ (3,304,364)	\$ 166,083

Percentage Collected	92.23%
-----------------------------	---------------

Viera East
Community Development District
Golf Course/Recreation Fund - Operations
Prior Month/Year Comparison

	Actuals		Actuals		Year to Date 2/28/20	Year to Date 2/28/21	Variance
	2/28/20	2/28/21	2/28/21	Variance			
<i>Revenues:</i>							
Greens Fees	\$ 170,915	\$ 161,835	\$ (9,081)	\$ 578,730	\$ 672,118	\$ 93,387	
Gift Cards - Sales	\$ 893	\$ 398	\$ (495)	\$ 4,173	\$ 5,386	\$ 1,212	
Gift Cards - Usage	\$ (1,833)	\$ (1,817)	\$ 16	\$ (7,020)	\$ (8,946)	\$ (1,925)	
Season Advance/Trail Fees	\$ 19,337	\$ 21,645	\$ 2,308	\$ 89,979	\$ 104,237	\$ 14,258	
Associate Memberships	\$ 3,555	\$ 5,767	\$ 2,212	\$ 21,567	\$ 25,359	\$ 3,792	
Driving Range	\$ 8,168	\$ 7,544	\$ (623)	\$ 29,439	\$ 36,737	\$ 7,299	
Golf Lessons	\$ 175	\$ 175	\$ -	\$ 875	\$ 875	\$ -	
Merchandise Sales	\$ 12,097	\$ 9,199	\$ (2,899)	\$ 46,349	\$ 47,306	\$ 957	
Restaurant	\$ 3,507	\$ 2,377	\$ (1,130)	\$ 11,407	\$ 15,743	\$ 4,336	
Special Assessments - Operations	\$ 1,877	\$ 1,519	\$ (358)	\$ 9,386	\$ 7,597	\$ (1,790)	
Miscellaneous Income	\$ 3,362	\$ 105	\$ (3,256)	\$ 10,307	\$ 3,401	\$ (6,906)	
Total Revenues	\$ 222,053	\$ 208,747	\$ (13,306)	\$ 795,192	\$ 909,812	\$ 114,621	
<i>Expenditures:</i>							
Golf Course Expenditures	\$ 14,215	\$ 14,353	\$ (138)	\$ 61,146	\$ 52,831	\$ 8,315	
Restaurant	\$ 193	\$ 194	\$ (2)	\$ 964	\$ 1,021	\$ (56)	
Golf Operations	\$ 33,377	\$ 30,372	\$ 3,005	\$ 158,373	\$ 162,577	\$ (4,205)	
Merchandise Sales	\$ 6,389	\$ 3,007	\$ 3,381	\$ 29,911	\$ 29,579	\$ 332	
Golf Course Maintenance	\$ 85,146	\$ 58,497	\$ 26,649	\$ 407,689	\$ 352,018	\$ 55,671	
Administrative	\$ 12,325	\$ 13,009	\$ (684)	\$ 60,948	\$ 64,180	\$ (3,231)	
Total Expenditures	\$ 151,645	\$ 119,433	\$ 32,212	\$ 719,032	\$ 662,206	\$ 56,825	
Operating Income/(Loss)	\$ 70,408	\$ 89,314	\$ 18,906	\$ 76,160	\$ 247,606	\$ 171,446	

Project Fund	Estimated Original Costs	Changes	Projected Revised Costs	Approved Costs	Remaining	Spent	Status/Estimation
Irrigation System	\$2,080,000		\$2,080,000	\$74,200	\$2,005,800	\$12,830	Authorization 2021-1 Engineer Approved, Req 2
Bunker Renovation & Liners	\$1,090,000		\$1,090,000	\$0	\$1,090,000	\$0	
Bulkheads	\$375,000	\$341,922	\$716,922	\$716,922	\$0	\$716,537	Req #5, 16-18 for Engineering, Req #11 for \$98,595.16, Req #15 for \$308,358, Req #19, Req 22-23, Req 29 & 30, Reqs 33 and 35
Tee Box Renovation	\$150,000		\$150,000		\$150,000	\$0	
Cart Path Extensions	\$175,000		\$175,000		\$175,000	\$0	
Regrass Fairways and Slopes	\$125,000		\$125,000	\$7,862	\$117,138	\$7,862	Hole #2 Approved - \$7,862.40 - Req 6
Maintenance Building Repairs	\$40,000		\$40,000		\$40,000	\$0	
Driving Range Tee	\$20,000		\$20,000		\$20,000	\$0	
Golf Course Lake - Banks	\$150,000		\$150,000		\$150,000	\$0	
#7 Green	\$65,000		\$65,000		\$65,000	\$0	
Pump Station Filter	\$35,000		\$35,000		\$35,000	\$0	
Culvert Repair #7 - Butterfly Valve	\$37,500		\$37,500		\$37,500	\$0	
Clubhouse	\$580,000	-\$341,922	\$238,078		\$238,078	\$0	
Woodside Park Restrooms	\$25,000		\$25,000		\$25,000	\$0	
Dog Park	\$55,000		\$55,000		\$55,000	\$0	
Woodside Park Playground	\$45,000		\$45,000	\$38,197	\$6,803	\$38,197	Req 14, Req 26, Req 31, Req 36
Sidewalk Repair	\$75,000		\$75,000	\$35,681	\$39,319	\$35,681	Req 13, Req 25
Pavillion	\$95,000		\$95,000	\$0	\$95,000	\$0	
Maintenance Equipment	\$337,000		\$337,000	\$375,649	\$0	\$375,649	Req 4, 7-10, 12, Req 27, Req 34
Lost Revenue	\$287,395		\$287,395		\$287,395	\$0	
Contingency	\$180,690	-\$38,649	\$142,041		\$142,041	\$0	
	\$6,022,585	\$0	\$6,022,585	\$1,248,512	\$4,774,073	\$1,186,757	