

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, September 23, 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
Jim Moller	Golf Course Manager
Residents	

FIRST ORDER OF BUSINESS

Roll Call

Mr. Showe 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: The next item we have is public comment for items on the agenda. We've gotten some request to speak forms which we'll go through in the order they were received. We'd ask that you please state your name and address for the record. Please keep your comments to three minutes. Obviously, we've got a lot on the agenda tonight, so if you can try to not duplicate points that have already been made, that would be great. But otherwise, you've got your three minutes. We'll start with Linda Agans.

Resident (Linda Agans, 4768 Parkstone): Many members of the community applaud things the new Board is doing. A few good ideas have been brought to the table; others not feasible. We want you to succeed because that will be for the benefit of all members of Viera East. You guys fought so hard to get elected, but you seem to rush to headfirst with decisions without knowledge, education, or all the facts. What's the rush? Having managed multimillion dollar projects for years, one thing you learn is fail to plan, plan to fail. As to the restaurant, so far, the board has been unsuccessful in recruiting an established business to take over the space, willing to pay rent and utilities, plus a percentage of revenue. We all want a restaurant in this space, but this approach has been painful all around. The new Board appears headed in the direction of developing its own restaurant, hiring staff, and paying a manager to not only run a restaurant concept, but pay him during design and construction. While Jeff's enthusiasm in the workshop was appreciated, all financial impact is on the District, not him as a 1099 contractor. How can he be a lessee without paying rent, a paid 1099, and a partner at the same time? He has zero financial risk. Why not test them out before making such a major commitment while continuing to either search for a business willing to take the financial risk or negotiate a better job for the community? Based on comments, the professional putting experience seems joined to these contests of the restaurant. Neither Popstroke star or BigShots is located on a residential community or on an actual golf course property. Their location strategy is an industrial or near malls and hotels. What traffic parking noise or nuisance consideration has been given to the residents directly impacted? These concepts rely on expensive to develop technology. Touching on CDD communications, mostly to center around social media, the official CDD website is sparsely updated in comparison and the new section contains nothing that is being communicated on the social media pages. Organizational information should not only be consistent, but it should also be communicated across all touch points. Communication via these portals should be from the government of the CDD, most posts are written as from an individual. The Facebook page for the market, for instance, has the event posted by Michelle, not just CDD, with a link to her personal Facebook page. The website dog park is a wonderful asset to the community, but one that was already planned and on file before this Board took over. Your enthusiasm is great, but please spend more time discussing other issues. Any good businessperson knows, you have to file for and receive a permit before you build anything.

Mr. Showe: Thirty seconds.

Resident (Linda Agans, 4768 Parkstone): The new Board now represents all of the community, not just those who voted for you, and needs to do a better job of bringing the community together instead of pitting neighborhoods against one another. Please, what's the rush? Please take the time to educate yourselves and the community, plan, and then next, execute. Thank you.

Mr. Colasinski: Thank you. By the way, you're not the only one that's nervous when they speak.

Resident (Linda Agans, 4768 Parkstone): It's been a while since I got up before a Board.

Mr. Showe: The next one we have is for Mary Ann Ferrara.

Resident (Mary Ann Ferrara, 6840 Raccoon Court): First of all, congratulations ladies and gentlemen. The first annual park festival came off without a hitch. It was a beautiful day. 911 was very well represented. When I talked to the vendors, I'm sure they were pleased. We look forward to having them come again and increasing the number of participants and vendors. When I would like also to do is if there are community associations, like maybe the Boy Scouts or the Girl Scouts, maybe let them have a little table and let the community see what's out there. I know I belong to Rotary and we are in the community. One of my projects is a word of safety program. We unfortunately couldn't have it because of COVID. We're usually in the schools and we would like to marry up with the Brevard Zoo and the others there. It was great networking. If you didn't go, put it on your calendar for the next time. Congratulations to you all. I know that was one of the projects that the new Board came in with. Sometimes I agree with the other lady with a public comment. Sometimes you have to go a little slow but the park and has been waiting, waiting, and waiting. That is slow for the dog walkers and all of the people in the community. I'm glad that is coming almost to fruition. Congratulations Michelle again for the work you did. Thank you.

Mr. Colasinski: By the way, Mary Ann, Paul and his roofing company was at the park today and completed the roofing and both on all three of the dog houses today, so we're just making some progress.

Resident (Mary Ann Ferrara, 6840 Raccoon Court): Well, that's good.

Mr. Colasinski: It was done very nice. These things are better than most residential.

Resident (Mary Ann Ferrara, 6840 Raccoon Court): Not only are the owners excited but the dogs are as well. They're getting to meet one another in preparation for them being turned loose. Thank you.

Mr. Showe: Sonya Koplner.

Resident (Sonya Koplner, 4275 Woodhall Circle): Regarding the restaurant, I have to address the false information to you Mr. Dale, stated in the record last month. I'd like you to look at me while I'm speaking to you, Mr. Dale.

Mr. Dale: This is your time to speak. I'm not here to dialogue with you.

Resident (Sonya Koplner, 4275 Woodhall Circle): You stated that the gross revenues are roughly \$225,000 for Divots and the District got \$12,000 of that, less than a thousand a month. For the record, here are the true factual numbers for the last 11 months. Due to its generated gross sales are \$230,086, minus the sales tax, net sales, \$215,033, of which the District was handed 11 checks totaling \$21,503.29. An average in \$1,955 per month, which is about twice the amount that you stated for the record, of less than a thousand per month. The comment was made that Terry did not have workers comp insurance. True. She doesn't need it. It's for four or less employees, but she's had it every other year. Your skewed facts fit your narrative, and you don't speak the truth to the residents of this community. I believe we'd all like to know how you came up with \$65,000 for salary when all Mr. Spencer talked about was his experience as a chef. He never once mentioned at least one name of a restaurant or bar that he alone managed for any period of time and how successful he made it, stating gross revenues in parts. Why should he get 25 percent ownership? He's not bringing anything of value to risk if it fails. Why should he get 25 percent bonus of net revenues pay based on net revenues every six months? Why is he being on a step-up scale? You make more, you get more. That's less money the District is getting to pay back the initial outlet for starting the process, costing him nothing. You complain about every penny being spent on the golf course. Yet you're willing to throw money to caution on something you cannot prove to be viable. Why would you guarantee a severance of 25 percent of two times annual net revenues if the lease is prematurely discontinued by the lessor? You analyze the average net sales from the last 11 months of Divots and multiply that by 25 percent times two. That's \$117,300 for being terminated. What's the incentive to want to work? You can walk away after three months with \$120,000 plus for a year's contract. Mr. Spencer should know that he cannot cook. No, no, no. Not in this restaurant, he has to be a manager. Have you done

your due diligence? You want third-party services? Drive up windows? You realize you're in a residential area and not the strip mall where traffic can come and go. You're proposing to exceed noise levels. Traffic can be an issue for residents, golf courses, and restaurants. There is no sign up on the rail to advertise your restaurant. It's not in the zone, we're not zoned for it. Whatever you're being promised are empty promises, just like Terry has promised, support she got nothing. You're taking a big risk.

Mr. Showe: Jim Koplner.

Mr. Dale: Actually, I do just want to correct a couple of things for the purpose of the minutes. Ms. Koplner, throughout the \$21,000 number, that does not take into consideration the fact that the District pays for all the utilities in the restaurant, which would have that number.

Resident (Sonya Koplner, 4275 Woodhall Circle): That's gas.

Mr. Dale: The issue of pay scale is an issue that one of the previous RFP responders had addressed and we did have a scale, and then that person was pretty much scared off by a portion of the community. I just would like that in the minutes. Mr. Koplner, I believe it's your time now, sir.

Resident (Jim Koplner, 4275 Woodhall Circle): My name is Jim Koplner. I'm married to this lovely lady. I have a couple of things I'd like to bring up. First one is the survey monkey. What happened to getting more people on survey monkey? Many of us never got a postcard. I tell you, I never did. Nobody that I know in Viera East ever got a postcard. We only know about these things because we come to the meetings. The February meeting, Steve said he's in charge of this and that there were 135 people on it. 135 out of 7,000. Good sample size. You need more people to get a real sample on the community. You didn't ask people what they want. What was said when you were campaigning may not be what the current residents want anymore. The second thing I want to bring up is HOAs. You stated in the December 17th meeting, it was the first quarterly meeting where we have invited representatives, various HOAs to express public commentary, concerns, and issues. You asked each HOA to appoint a representative to act as their speaker. Well, the HOA Presidents, who were the representatives, were not in attendance then because they knew nothing about the meeting. You said you send a notice to management, and she would be notifying all of her associations. What about all the other property management companies? Why weren't they contacted? You said you were hoping that the word would get out so the HOAs on a quarterly basis become a regular thing. You have tried social media, but here

we are 10 months later, HOAs have not been notified of these meetings. There's been very poor attendance because they don't know anything about it. At the August 27th, 2020 meeting, Mr. Carnesale said it for the record that he, "Pledges if elected, to keep residents informed, keep HOAs involved in all major decisions going forward." Well, you've been elected, and you've not kept your pledge for the residents of this community. How are we spreading the words to all the communities about what's going on?

Mr. Showe: Thirty seconds.

Resident (Jim Koplner, 4275 Woodhall Circle): Just one final comment. As one of the geriatric group from Viera East, my wife and I would like an apology from Michelle and one from Rob Dale for referring to us as older people. Thank you very much.

Mr. Showe: Next, Annette Speidel.

Resident (Annette Speidel, 2257, Brightwood Circle): I actually didn't come with anything prepared, I guess, so I'm just going to talk from the heart here. I'm relatively new to the area and came from a seven-acre plot in Northeast Ohio and came to a planned community that I understand was developed 20 years ago around a golf course, and a golf course was there first and all the other residents in these housing elements have come. Is that not true? You're shaking your head.

Mr. Bedwell: No. No. Many of the other communities were here before the golf course.

Resident (Annette Speidel, 2257, Brightwood Circle): Viera East was developed around that idea, I think if you go back to what the original leaders planned it. Anyhow, my concern is that I guess if it's rumor, I guess we're going to find out tonight. I'm hearing a lot of things. I have never attended these meetings before and never really realized a number of concerns because everything seemed to go along fine. But now that I see that things are happening that could actually destroy the price of our home, send the cost of our homes down with a putt putt golf course going in at the golf course and a driving three-tiered driving range, but what about the neighbors that live there with all the sound and the likes, and we are elderly, some of us, and some of us are not. I just don't see that being a good thing. We're concerned, have there been studies done, have you guys done any kind of studies to show what kind of noise would impact the area? Seems like I agree with her, there's a lot of rush to do something and, I don't know, I guess from the election you said that I think we are more than a golf course. I think your intent is to ruin our golf course. My gut instinct is that you want to take our golf course and change it into

other homes, it will get you more money in your pocket to do the other projects that you want to do. If I'm wrong, you can tell me during your time. I would like to be told that isn't because I also think that we were told that the restaurant early on during the election was going to be turned into a yoga studio. Hopefully, these things are all rumors. The yoga studios, miniature golf courses, but we're not going to know these things unless we come to meetings. I'll be attending them and I'm going to be listening and hoping to come in the future, but I just want you to know that the Viera East Golf Course people are, in most part, not happy. We don't like what's going on up there. We had a very good restaurant. Whether Terry's there or not, I don't like the fact that there's not a restaurant there that won't serve breakfast for the golfers in the morning and other people will attend after church on Sundays. A lot of us, if you said, and to think that she would say, "Oh, they don't use that for breakfast." I remember hearing that. That's just crazy. I don't think you'd really know how we feel and that goes back to him. You're not getting what we really feel like and getting our opinions. That's it. Thank you.

Mr. Showe: Any other public comments for items on the agenda?

Unidentified Resident: Is this the time we're allowed to speak without having completed paperwork?

Mr. Showe: Yes, just state your name and address.

Unidentified Resident: I'm proxy to my daughter who's staying at my house in 1210 Starling Way. I've got a question. I'd like to understand the relationship between this Board and the other committee that is supposed to be closing the golf course, the VEGCDA. How come this Board is making decision about the golf course when we've already gone another committee who's supposed to be full-time only focused on golf course?

Mr. Dale: Just because you're asking an informational question here, I will refer you to the CDD website. What the CDD website does is, it does a very good breakdown of how the hierarchy and the different organizations within Viera East work. You actually commingled a few of the letters for a couple organizations, so I'm not quite sure which one you're talking about, but what there is there is a CDD. The Viera East Golf Club is the HOA for the golf course. It represents about 14 percent of the community.

Mr. Colasinski: The homes surrounding the golf course.

Unidentified Resident: Do you have to do with golf course?

Mr. Showe: The Viera East CDD, which is this organization and this Board, we own and maintain the golf course. They have full ownership and operation.

Mr. Dale: The CDD essentially runs all the way down to Wickham Road. The communities of Fawn Ridge, Hammock Lake, Hammock Trace, Herons' Landing, Osprey. All of those comprise the CDD and all have ownership of the course.

Unidentified Resident: I would like to say, I just moved here myself like this lady down here.

Mr. Showe: Can you please state your name?

Resident (Tracey, 1210 Starling Way): I'm absolutely disgusted really that the golf course has been treated in such a bad way, the restaurant, all of that. It adds value to our homes to have it, and one of my kids from down here, family members, friends of mine, they go to the golf course, and I just think that it's been really badly managed. To pick this restaurant out that everybody's so upset about and the golfers felt like, golf, they come off, they have break, they have lunch. I would like to know revenue and what the reason was to get rid of this restaurant and this lady, that obviously managed the restaurant for so long and did such a great job, and that's all I've heard, that she did such a great job and has been treated so poorly. I would like to keep the value of my house. I think in any way that we are taking the golf course out of the equation is going to be very bad for all of us that own a house in here, not just those that lived on the golf. I think it's just a very bad mistake. Thank you.

Mr. Showe: State your name and address for the record, please.

Resident (Tom Agans, Parkstone): There's been a couple of comments made off the cuff, like you said before that you take care of the utilities. I would like you to tell us what the utilities are because I know for a fact that that Terry was taking care of a lot of the electric.

Mr. Dale: Water and electric. She doesn't pay the electric, does not pay the water for the restaurant.

Resident (Tom Agans, Parkstone): What about the gas?

Mr. Dale: She does pay for the gas and oil.

Resident (Betty Young, 2247 Brightwood Circle): This is my first meeting that I've attended. When I moved here 20 years ago, I was given a book that's at least three inches thick, pertaining to the golf course, enticing us to build our homes here. Now, we come to this when we don't have anything that's in this book that I have in my possession.

Mr. Showe: Any other comments? Hearing none, we will move to the next item.

FOURTH ORDER OF BUSINESS

Approval of Minutes of the August 26, 2021 Board of Supervisors Meeting and Acceptance of the Minutes of the August 26, 2021 Audit Committee Meeting

Mr. Showe: The item we have next is the approval of minutes of the August 26th Board meeting, as well as acceptance of the August 26th Audit Committee meeting. Those are included as part of your agenda package, and we can take any corrections or changes at this time or a motion to approve.

Mr. Colasinski: I'll make a motion to approve the meeting minutes.

On MOTION by Mr. Colasinski, seconded by Mr. Carnesale, with all in favor, the Minutes of the August 26, 2021 Board of Supervisors Meeting and Acceptance of the August 26, 2021 Audit Committee Meeting, were approved.

Mr. Dale: Jason, I'd like to stop there really quick too. I'm not dialoguing with the audience; I'm just sharing for those that threw this out as part of their commentary. For anyone that wonders why we are doing what we are doing, in those meeting minutes, most of you at that meeting decided to walk out during the course of the explanation. But I read off fifteen plus reasons as to why we were doing what we were doing with the restaurant. So those are all in those meeting minutes for anybody that would like to see the rationale. I believe those are posted already.

Mr. Showe: Yes, they're posted as part of the agenda pack, and once the minutes are approved this evening, they'll be posted separately as the meeting minutes.

Mr. Dale: It's probably on the third or fourth page once you get past the Public Commentary.

FIFTH ORDER OF BUSINESS

New Business

A. Consideration of Annual Service Agreements

i. Habitat Management Services with Kevin L. Erwin Consulting Ecologist, Inc.

Mr. Showe: The next two items are our annual service agreements, and I'll briefly touch on these, and then we can go into any questions the Board might have. Our first agreement is

with Kevin Irwin, a consulting group. He is our ecologist. He comes out and reviews it, the District owns a vast amount of conservation area, so he keeps us in compliance with all of those. His contract has not increased from current year. It's also important to note when you look through your agenda, that contract is kind of a max annual amount. He only bills on what he actually uses. So if Tim doesn't use him as much, the bills don't come in as high.

ii. Aquatic Management Services with ECOR Industries, Inc.

Mr. Showe: The second agreement is with ECOR. They put a note in there, that's the last page of their package. Actually, they had a stark increase in their chemical costs this year, so they proposed about a 6% increase in their contract costs. That's actually fair, and in line with everything we're seeing in all of our Districts that use chemicals, pool suppliers, and people that do lake treatment. I think they do a great job for the District. They're incredibly responsive. Tim, do you have any input on how you deal with ECOR?

Mr. Melloh: I can't imagine doing it without them. They do such a wonderful job. Obviously, Ned, who's our supervisor for the habitat and for all the stuff in there, they're great for the waterway system. Any time we see something developing on the lake, like the lake that's set to the left side of number 7, Ned has already called them. They're putting the boat in tomorrow to treat that. They're excellent. I mean, I'll just leave you that there. ECOR is an excellent vendor; they're an excellent partner; they're always willing to get on and hop on phone calls with us. We're talking about the aquatic midges today, and Steve Garoust, who's the vice-president/owner of the ECOR, is always a wealth of knowledge. He's very well educated, and I think they're a great company.

Mr. Showe: Dave?

Mr. Bedwell: Jason, 100 percent of both of these costs are in the general fund?

Mr. Showe: Correct.

Mr. Bedwell: Thank you.

Mr. Carnesale: Basically when we're looking at the 6 percent increase, the CPI when it comes out is at 5.9 percent. So we're not talking anything is outlined with inflation for the current year.

Mr. Showe: Well, I also think that we've seen it in all of our chemicals. I mean, our landscaper's costs are going up for treating anything, and all those specific chemical costs have

increased pretty dramatically. It's up to the Board how you want to tackle these. I think it's staff's recommendation to just go ahead and approve both agreements. You can approve them in one motion, or you can take them separately.

Mr. Colasinski: I'll make the motion to approve both of them.

On MOTION by Mr. Colasinski seconded by Mr. Carnesale, with all in favor, the Annual Service Agreements for Habitat Management Services with Kevin L. Erwin Consulting Ecologist, Inc. and the Aquatic Management Services with ECOR Industries, Inc., was approved.

B. Consideration of Tow Agreement for Woodside Park

Mr. Showe: The next item is a formality. Obviously, I know Rob has some experience on the Tow Agreement for Woodside Park, but this is just a formal agreement with the tow company. Under Florida statutes, you have to be contracted with a tow company, and those signs have to be advertised with their company name. So this is the agreement that they need signed.

Mr. Dale: That was my primary question to you. Do they provide those signs at no cost to the District?

Mr. Showe: Yes. They should. They may not, sometimes it's \$25 or whatever the cost is of the sign. Most vendors will just supply them.

Mr. Colasinski: Is that for illegal parking?

Mr. Showe: Overnight parking at Woodside Park, which is already against the rules in the District. But because we're a governmental entity, there are some special rules that apply to vehicle towing.

Mr. Bedwell: Do we have a problem now? Why did this come up?

Mr. Dale: Where it came up was the night before. Actually, we were hoping it wouldn't be that big. We were trying to be really decent and neighborly with people. We had the signs up forever. We provided notice a couple of days before. I actually had some personal conversations with a few of the homeowners.

Mr. Bedwell: Are you referring to the farmer's market?

Mr. Dale: The farmer's market. The night before we had three cars parked out, right where we needed to be able to do all our unloading and everything. Wound up putting a couple

notices on windshields again to remind people. Those people then subsequently went and stole all the cones that we had put out for the evening, so that set me off a little bit.

Mr. Bedwell: These are residents?

Mr. Showe: We assume, yeah.

Mr. Bedwell: Well, there's no way of telling?

Mr. Showe: No.

Mr. Carnesale: We don't have for us reference of car owners in order to know whether or not they are.

Mr. Dale: We took pictures of the license plates, but we have no way of proving that those were the people that stole the cones.

Mr. Bedwell: That's why I brought it up.

Mr. Dale: Yeah, so we will be enforcing that for a while, I think.

Mr. Bedwell: All right.

Mr. Showe: We just need a motion to approve that to agreement.

Mr. McCarthy: I make the motion we approve the towing.

On MOTION by Mr. McCarthy seconded by Mr. Colasinski, with all in favor, the Tow Agreement for Woodside Park, was approved.

C. Consideration of Restaurant Management Agreement

Mr. Showe: Next item is potential terms for a restaurant agreement. We've provided you in your agenda pack both the presentation from the vendor, and there are some updated terms that we handed out for you today so we can open it up for our Board discussion on those potential terms. Just by the way, for some history, obviously there's a set of terms. Before we got to our counsel and had them spend hours and hours wrapping up an agreement, we wanted to have the Board agree on terms. Then they can turn around an agreement pretty quick from there.

Mr. Dale: I believe most of the Board via email was sent the terms and had a chance to add, delete, do whatever they wanted to. So Pete, we're going to start with you. Do you have questions or comments?

Mr. Carnesale: A whole slew, because I received no emails prior to today when I saw it. Basically, I'm looking at the second bullet, I think that that number is basically too high as a start-up, and it should be graduated based on how the process is going. We get down to the

fourth bullet, I have no problems with laying out the dollars to start up the restaurant. I have a problem with being responsible for those on a steady basis. At least when we had the conversations during last meeting, we talked about a loan being used to do some of that. I see nothing about that in here, so there's no payback.

Mr. Bedwell: What loan are you referring to?

Mr. Carnesale: Well, basically, all I'm saying is that when we had the last meeting, when he was giving his presentation and we were talking about the possibility of a loan, and that was something that may be worked on. It wasn't specific as to what it would be for or how, but it would be that he would have some skin in the game as he starts up a restaurant. As it is right now, he's starting up with zero skin in the game but we've got a hell of a lot of liability based on this list of items.

Mr. Colasinski: I wouldn't say there's zero skin in the game there. If somebody's taking on a new job, there's much risk when you take on a new job, that's skin in the game.

Mr. Carnesale: If he's getting that as a salary, he's got no skin in the game. He's taking on a new game, but he's getting a salary.

Mr. Colasinski: I'm not understanding what you're comprehending.

Mr. Carnesale: I'm just saying that when you have somebody as Tim was saying earlier, he was talking about Chick-fil-A, he was talking about Burger King. They buy the right to use the name. They actually put their money upfront.

Mr. Colasinski: That's not the case in every business. There are some companies that franchise stores and there are some that are owner-operated.

Mr. Carnesale: Okay.

Mr. Bedwell: McDonald's operates that way.

Mr. Carnesale: But you have to buy the permission to use it. You pay the company for the right to use it.

Mr. Colasinski: There is no franchise though, Pete.

Mr. Carnesale: Okay.

Mr. Colasinski: What is there to buy? That's what I'm not clear on.

Mr. Carnesale: All I'm saying basically is I don't see a sufficient skin in the game for the person that's actually going to run. When I look at the fourth bullet, like I said, I don't have a problem with us setting it up because we intended to do that all along no matter who we had. We

had talked that out. It wasn't a problem, but here it indicates that it continues. It's not a setup. It just indicates that full food cost and labor cost, period, doesn't say for setup, doesn't say for first year, doesn't say until such and such. There's no additional area there, which means we're laying out dollars consistently.

Mr. Colasinski: But you do realize that if we take on the risk, we also get the value from the revenue that comes in from that risk?

Mr. Carnesale: We're taking in a portion of the revenue, 75 percent of whatever you want to call it of something that we don't know what the amounts will be, and they may be something substantial down the road, they may not. When we're talking about the next to last bullet, it's just a verb exchange. Where it says revenues should read profits, and then when we're looking at the 90-day mutual termination clause of 25 percent times two, basically that should say for one year. Basically, if you're going to have a termination, you go he's been here this period, go back a year, and that's where you get the number from. It has to be more specific in terms of the information.

Mr. Colasinski: That's fine. That's what this discussion is about.

Mr. Carnesale: Yeah. The way it's written here, I have problems with it and I did not see it previous to this meeting.

Mr. Showe: Well the initial terms plus his presentation and the general terms were included as part of the agenda pack that was mailed out.

Mr. Colasinski: Maybe it went to a spam or something like that but Jason sent out emails.

Mr. Carnesale: I was one of the people that they asked for the agenda package to be given to me in April form to be picked up at the office. There were two people that said they wanted it that way. There were three people that said they wanted it by electronic mail.

Mr. Showe: Was there not one there?

Mr. Bedwell: Yeah, there is one in the mailbox. It was sent specifically over there to our office for them to pick up.

Mr. Carnesale: Okay.

Mr. Dale: But I believe that it was also contained in the electronic agenda.

Mr. Showe: It was in the electronic agenda too.

Mr. Dale: I do think I understand what you're saying about the second to last clause there, Pete, and I agree. It may be a little inarticulately worded, but I think that the gist of it is that,

once Jeff has something established that if he were to be prematurely asked to leave by a future Board, that there is some remuneration for him before that would happen. It's based on past performance numbers. We're not going to say, I heard the one comment that, oh, you can start day one and then quit and then get paid a chunk of money. That's not the intent of what that is and I want everyone also to remember that this is a lease term paper basically. This is not a legal lease and everything. We've got to get this through the attorneys and have them put it into legal language. But what we're trying to do at this meeting is put in plain English, what it is we're trying to have the lease say for the attorneys to do that.

Mr. Carnesale: Well, okay.

Mr. Dale: But on that point, I do agree with you that that needs to be finessed a little bit. Maybe Jeff would have some suggestions on the two times issue.

Mr. Showe: I also think that there may be a valid discussion over if the lease is termed for cause, as it were. I mean I think it might be a little bit ended.

Mr. Dale: Exactly.

Mr. Showe: I'm a worst-case scenario kind of guy and I know attorneys are going to look at it.

Mr. Dale: There's always a morals clause and things like that. Leases are two-sided, so I do agree with that. With regard to the pay, what I will share with the Board. If you were to go down to Culvers right now and if you had significant management experience, there is a restaurant manager desperately trying to hire a general manager for over \$65,000 a year right now at Culvers. There are many other restaurants out there like that right now, and we're not talking to Culvers here, we're talking something a little more significant with a much higher skill level, I believe. We are talking about starting something out from scratch too so that is going to be significant labor wise. We are talking about doing a build out in there, we are going to one way or the other or need to hire a restaurant consultant and that costs money. It just so happens we have an expert in the field that has done those kinds of things before and can probably prattle off most of the regs and things like that off the top of his head. That's what happened when Tim and I went through and did a tour with him. I mean, Tim, what was your assessment of when we did that?

Mr. Melloh: I mean, Jeff comes with a tremendous amount of knowledge. He knows a lot about the operation of a restaurant, not just what goes on a menu and how do you make a

schedule for employees, but he knows a lot about restaurant design, kitchen design, kitchen layout, and has some really good suggestions for renovation of that area so that we can accommodate more people and continue on to the vision that the Board has.

Mr. Dale: Right.

Mr. Melloh: I think that he comes with a lot of things. He's definitely a great restaurant/kitchen consultant and I think he has a lot of experience and knowledge when it comes to running a restaurant.

Mr. Dale: Thank you.

Mr. Melloh: To be honest with you, my comment is coming from 36 years of being a General Manager for most of those years and dealing with food and beverage managers and hiring food and beverage managers and the \$65,000 is not out of line at all.

Mr. Dale: Right.

Mr. Melloh: It's a start as long as we can produce what we say we are going to produce and what not.

Mr. Dale: I will also point out that I was looking at the numbers and looking at a few hypotheticals in my head. Basically, it's a little bit different in terms of the wording and the ownership part, but if you were to look at Teresa's proposal of starting out at \$55,000, I think it was at \$200,000 of production, and then for every \$50,000 of additional production, \$5,000 in additional pay. If you get to half a million in production, the numbers are almost identical in the two proposals. It's the same net effect, I guess is what I'm saying. Dave, why don't you give us your input?

Mr. Bedwell: I thought I heard the word lease; this is not a lease. There was a choice of lease. You don't pay a salary to a lease and you don't pay the food cost. That was Jeff's decision. When he was here, he said he preferred because of his situation, wife, and three kids' security, he was going to go for a salary and a bonus versus a lease. He's talking about a managing partner. If you walk up to Carrabba's or any big restaurant, my two sons are in the restaurant that is why. If you see on the general manager, that's a manager that's paid a salary and a bonus. Managing partner gets a cut of the profits. This is much better than Teresa's because she was going to get paid on revenue. This guy is got to manage the expenses too, which was our problem in the past. When you're paying on profit, he's got to manage revenue and expenses, which was our big problem in the past.

Mr. Dale: You really nailed it right there. I know everybody says we're rushing into this, we've been talking about this for months now. The issue that we've had a lot of discussion on was back 10 or 12 years ago, the ham is going in the front door out the back door. I will point out that with any restaurant, it's not always hams. Sometimes it's dollar bills. That's what winds up happening sometimes. With the scenario that Jeff has proposed as an owner-operator, he then has a vested interest, just like what you say. It helps stop the hams or the dollar bills going out the back door.

Mr. Bedwell: The compensation is very critical for success of any organization. The one part I have a problem with is up front he says he's going to start October 1, but then on the last sentence, is he going to be paid additional to be a consultant? Manager will serve as restaurant consultant prior to.

Mr. Showe: No. That's part of the presentation as back up to that. I think he's just going to do that as part of the services.

Mr. Bedwell: That's the part of general manager.

Mr. Dale: But you do make an interesting comment though. I don't know that this isn't more of an agreement than a lease.

Mr. Showe: I wouldn't consider it a lease. It is a management agreement.

Mr. Bedwell: This is not a lease.

Mr. Dale: You're right.

Mr. Bedwell: This is a managing partner agreement which infers he is going to be paid based on profit. That's what it means on the doors of any restaurants you go to. There's a difference between general manager and managing partner, big difference.

Mr. Dale: You're right.

Mr. Bedwell: Everybody wants to be a managing partner.

Mr. Dale: A big difference between an agreement and a lease. I agree.

Mr. Carnesale: Once we've eliminated the biggest things that I think we have that are in place, I think the fourth bullet down is not a problem in then your initial setup. We were going to do that for anybody to include the people that left.

Mr. Dale: Not necessarily.

Mr. Carnesale: We were talking about revamping, and possibly shifting, and doing repairs, and that stuff to the restaurant.

Mr. Dale: Make sure we're on the same sheet of music here. You said the fourth bullet down?

Mr. Carnesale: It says the VECDD.

Mr. Dale: That says the CDD will pay all food costs, supplies, and labor costs. Now, if somebody had come to us during the RFP process and wanted an arrangement like what Terry had, then no, we would not have paid for the food, supplies, and the liquor, and those things.

Mr. Bedwell: That's a lease.

Mr. Dale: No, you're right.

Mr. Carnesale: Well, basically then if you're looking at it as that, in which he owns 25 percent, which is what we're looking at, then those expenses with the exception of the set up because it needs to be set up and the money's not going to come from anywhere, other than from our end. After that, first year goes by. If he's got 25 percent, then all of those expenses should be 25 percent his. If you have two partners, one owns 75, the other owns 25, but the income is going to both.

Mr. McCarthy: There is no ownership. Pete, there's no ownership here. You keep using the word ownership. He didn't get any ownership. He's a salaried managing partner, salaried with bonus paid on profit. That's it. There is no ownership or nothing.

Mr. Showe: I think there's no real property ownership. The ownership is the concept and whatever initial property he creates.

Mr. Colasinski: The responsibility of managing the expenses.

Mr. Dale: I'll use Carrabba's as a great example of what we're talking about. In fact, I was just there this week to have this discussion. Carrabba's owner-operators do not own the restaurant. Actually, what they do is they get five-year terms, that they get to be the proprietor there. They run the place, they get a portion, whatever the sharing arrangement is that they work out with Carrabba's, but that's it. They don't have ownership. We keep coming to ownership. The only thing that Jeff would have ownership over, and it really doesn't affect us in any way, would be, A) it's an accounting term, it's called goodwill, like the name brand. He would have no ownership of the original name brand, that would stay ours, and he would have a no compete for a 10-mile radius. The reason for that is, I think this is great, this works for our benefit. He's thinking very entrepreneurially. He's already assuming it's going to be a big success. He wants to be able to open another one on his own down in Melbourne, or Vero, or wherever it would be

and not run into any future problems. That's basically the intent of that. The other part B) is he doesn't own any brick and mortar. He would own the right to be able to sell his revenue to another person that would be willing to pay him money for it. It doesn't come out of our pocket, it doesn't affect us in any way, whatsoever.

Mr. Showe: Essentially, we would be transferring the same agreement to some other entity.

Mr. Dale: Some other person.

Mr. Showe: Under the same terms.

Mr. Dale: And he would get money for that.

Mr. Bedwell: I've never heard of that kind of agreement, but if you say.

Mr. Dale: There's no brick and mortar.

Mr. Showe: Also as an example though, sometimes a company, we've had a company, that got bought by another company. Essentially, we use the same agreement, we just transferred it to another company. That's what would happen if he were to sell the LLC to someone else. We wouldn't be involved in that transaction between him and the other company, but the other company would have to be willing to take that same agreement.

Mr. Dale: He's basically selling a revenue stream, is what he would be selling.

Mr. McCarthy: I got a couple of things.

Mr. Colasinski: Sure, buddy.

Mr. McCarthy: The restaurant business is a very, very difficult business to be in on the best of circumstances. Now, compounded with a situation where it's on a golf course, becomes more complex. We don't have people beating down our door, calling Tim Melloh and Jason Showe, about having an interview and so forth. There's not a lot of people that are willing to take something like this on, and I commend Jeff for doing this. With our situation, just a little bit of a background. We've got, December 20th, I think, an opening on our irrigation system, which is set at two million dollars. That was projected two years ago. That might come up to 2.5, 2.7. We don't know. Everything is going to be on hold, and we have some very good plans for the restaurant. The last thing I want to see is this place get turned into a snack bar. I want it to be a restaurant and a quality restaurant. But, until that gets reconciled, that money, we don't know how much money we're going to have to spend on the restaurant. We have to have architectural drawings. We've got to run it by our legal department, our engineering department, and it's a long

process. This situation, and everyone should realize this, right now, on the first of the month, it's a snack bar. If Jeff goes forward, he's going to start off slowly and gradually increase it as we go along and try to get it up to speed. Then sooner or later, when we decide to go ahead with the construction, it's going to cease and stop. There's going to be a delay. We don't know how long. I'm not an expert in this, but I'm thinking five months, maybe. By the time you go through everything. It's going to be a very complicated thing. I was very much impressed by your presentation. You sound like a very knowledgeable man. I'm very confident that this is the person that we should have developing the whole concept. You've got a person who knows what he wants in a restaurant, and we get involved with the architects, he'll be an asset to them in terms of building it out and getting it done correctly. I think everyone's going to have to be patient. It's going to take some time and it's going to take some money. But this Board is going to make every effort to make it work correctly. We're in no hurry. We're going to do it right, or we're not going to do it. Thank you.

Mr. Colasinski: Thank you very much, Paul.

Mr. Dale: I do think you're exactly right. Actually, just in initial conversations, and this is again, I'm just one person. I know a lot of the questions got directed at me, but it's the entire Board that makes this decision and has decided this process up to this point. One of the things though that Jeff and I have talked about is we think, it's probably wiser for the major interior construction to wait until after season. Probably just the same as we're doing with the sprinklers, but what we do is we get our ducks in a row and come May 15th, when we're ready to pull the trigger for the sprinkler system, we do the same thing with the restaurant and any other issues that we're working on.

Mr. McCarthy: I made this comment to Tim Melloh in his office today. I've got a better chance of seeing a neurologist than I do having a plumber come to my house. It's a complicated thing, the construction business right now. But we'll make it work.

Mr. Colasinski: Thank you. Dave did you have anything else? I didn't ask if you were finished.

Mr. Bedwell: I'm just concerned about, and Jeff maybe mentioned it, is based on my two cents, hiring people. It is very difficult finding the people. I don't know how many cooks you're going to need if you're going to have a snack bar plus two shifts.

Mr. Spencer: The industry currently is in an employment crisis. It has been through COVID, a lot of people left the industry and they found other things to do. That's a challenge, and I think that what really has to happen is a really good approach via social media, job fairs, a multifaceted approach. Of course, I know some people that already want to come over.

Mr. Bedwell: Well, that was I was hoping you would say, if you're already looking for that.

Mr. Spencer: That I've worked with in the past. If you treat people well, they like to work with you again.

Mr. Bedwell: Well. I mean, there's a restaurant I go to that has been there 31 years, they're closing and they are down to four employees. Very successful. Got two other locations. It's crazy. It's absolutely crazy.

Mr. Spencer: It's tough.

Mr. Carnesale: Well, because of COVID basically. With, but not necessarily all COVID, basically the other piece of that was unemployment insurance, which hit the roof so that people were collecting more to stay home than they were to go into work. That is now coming to an end. Within the next few months, at least a portion of that should hit the ground and make it possible to do right.

Mr. Spencer: The people that I know who are current operators now, and I know tons of them, are starting to say that. People are starting to come back. They're starting to come back. Is it a slow process? Yes.

Mr. Carnesale: I didn't say today, tomorrow. I said over the next few months.

Mr. Spencer: But also, I think with the slow approach on build-out and how the business grows, you're able to grow that staffing at the same rate. Some of that staffing will dictate how fast you can move.

Mr. Bedwell: It just seems crazy out there. It is very difficult.

Mr. Dale: Jason, while we're continuing our conversation, you're the wordsmith here. On that 90-day, two times annual revenue. Can you put some thought into that?

Mr. Showe: Initially, I think I would do the 90-day termination clauses for either party, maybe after one year, then that bonus kicks in the two times. There's really no way to really know what the revenues would be before that, and that gives him a reason to stay longer. Also, it can put some skin in the game for both parties. I would say maybe after one year, we'll see.

Mr. Dale: I also think this might have been a misprint. Annual net revenues...

Mr. Showe: That should be profits. I think it should be reflective of the same of the reference up above.

Mr. Dale: But it was his portion. He doesn't get the whole. In other words, let's say the net revenues are, let's keep the math simple, 100,000 and his portion would be 25,000. I think the intent was his portion.

Mr. Spencer: Rob, I don't want to interrupt you. I don't believe we're talking about total revenue. We are talking about profits.

Mr. Dale: That's why I used 100,000 as the profit.

Mr. Bedwell: After a year, he would get 25,000 if we terminate.

Mr. Dale: Bingo. That's what that means. That's what that translates to. I believe that was the intent.

Mr. Showe: I would also think, again, our attorneys can come up with just some standard for cause. If he gets terminated without cause, the whole Board changes over.

Mr. Dale: Agree.

Mr. Showe: They say you can get out of here; I think then that clause applies. I think we need to have terms to know about for cause, give him time to correct the issue, whatever the issue would be. I think that's fair on both parties.

Mr. Dale: We're giving the incentive not to go out and get arrested, Jeff.

Mr. Spencer: Yes, sir.

Mr. Showe: I think those are just some languages and our attorneys can help wordsmith those. But I think that as long as the Board's amenable with those general terms, I think there's standard contract language.

Mr. Bedwell: Now him as an LLC and us basically retaining ownership, who's paying for his employees?

Mr. Showe: We are.

Mr. Bedwell: They are all on our salary book.

Mr. Showe: Correct. They're not his employees. He's managing the operation, the employees would be Viera East CDD as always.

Mr. Bedwell: That's what I was asking. I was just clarifying in my mind.

Mr. Dale: I know there are a lot of different moving parts for this so we've had multiple proposals that we've had to consider.

Mr. Bedwell: I don't know why we need the last sentence in there.

Mr. Showe: That was just to clarify that that was part of what he has offered.

Mr. Dale: Right.

Mr. Dale: I think it was more probably to demonstrate value to the Board.

Mr. Bedwell: He is going to be reporting to Tim?

Mr. Showe: I think essentially, yes. Tim's the general manager. The same way that Tim oversees the ECOR contract, the same way that Tim oversees the other contracts.

Mr. Dale: It's like I would imagine, Jim and Tim. If we've got a greens issue, we're probably more likely to want to go talk to Jim, with regard to along the same lines, I guess is the analogy I'd make.

Mr. Bedwell: Thank you.

Mr. Dale: Steve, let's see what you got to say.

Mr. Colasinski: I've read through this and we talked about this before. I think that the second from last bullet on there, okay, some wordsmithing on that would probably be appropriate. Since it's an agreement, it's more for information, I agree with what Paul is saying too. I probably would like to see a high-quality restaurant in there as well. I think it will be good to start with snack bar, but I think a high-quality restaurant would be a good thing to have in there.

Mr. Dale: Paul, did you have anything?

Mr. McCarthy: No, I'm all set.

Mr. Dale: Okay. Dave, anything else?

Mr. Bedwell: They've talked about the salary. Based on my knowledge, if it's still at \$230, \$250,000 revenue, that's too much money and if you get up to \$500,000 or more.

Mr. Spencer: Yeah. As we're talking about this numbers, I was doing rough numbers. Because when we talk about the current lease agreement, currently, and I'll try to explain this as best I can, the restaurant right now is currently earning \$230,000 in total revenue for the year.

Mr. Bedwell: Right.

Mr. Spencer: If you take 33 percent out, which is probably a very low number because of the venue prices of the restaurant, it's really probably a little bit higher. But if you take a third out

for your food cost, a third out for your labor cost, 10 percent for the lease agreement, and then roughly in a restaurant like about eight percent in miscellaneous expenses, it's \$193,000 a year. Essentially, that only leaves the operator with \$36,000 a year before taxes. It's half of what someone who does that job would normally earn. When we talk about skin in the game, yeah, there's a lot of skin in the game, because at the end of the day, no one can live on that, not without another way to get money out of the business. I think that the program and the agreement that we set up really benefits everybody. The more money that the restaurant generates, the more profitable it is by managing costs and labor and everything else, the more money I make and the more money that goes to the community. I think it's a win-win.

Mr. Dale: Why do you think \$500,000 is realistic instead of the \$230,000 that the restaurant has produced basically for the last six years?

Mr. Spencer: About an average for a casual restaurant, that has a bar in it, is about \$14-\$14.5 average check per person. Currently, they only have to serve about 42 people a day to make the current numbers. In a 100-seat restaurant that also has 75 seats outside, in order to hit a half million, you really only looking at serving about 80 people a day. With 5,000 people in the community, 80 people a day is an extremely achievable number. I think that that is a very low number. I think that in a period of two years that that number could easily be three-quarters of a million dollars. That number will really be hinged upon just the facility. How much food you can put out of the kitchen? How many people can get in the door and get to see? If we do everything right, then those numbers are very achievable, and at the end of the day, the community will make 3, 4 times more than that. I want to reference something that I had numbers on, if we hit a \$500,000 annualized projection, give or take, the community will make \$60,000. That's in profit. Of course, that gets tiered. If that number goes up to three-quarters of a million dollars, which I feel is very achievable because there's many fixed costs that don't change. The cost of your electric and the cost of gas. There's many of those expenses that are fixed. We're looking at over a \$100,000 a year. \$100,000, \$50,000 versus \$20,000 as current. I think there's a lot of skin.

Mr. Dale: Awesome. Thank you. If there's no further discussion, then I would entertain a motion with the wordsmith.

Mr. Showe: What I've looked at as far as that termination clause, I would reward it as 90-day mutual termination clause for each party. After one year, lessee is guaranteed 25 percent.

Mr. Dale: It's not lessee, right? It's not lessee?

Mr. Showe: Yeah, manager. So manager is guaranteed 25 percent of two times annual net profits if lease is terminated by the CDD without cause, and then we add in the standard termination clause, standard termination language would apply, with manager provided sufficient time to correct any cause noted in writing by the District. So I think if the Board is amenable under those terms and if there is nothing else you want to discuss, you could entertain a motion to approve those terms in substantial form, and delegate authority to the chair to execute that contract once the council is able to draft the agreement in those terms.

Mr. Dale: That would get us our restaurant manager in prior to a month from now where we would otherwise have to wait for another vote.

Mr. Bedwell: I make a motion that we approve with the changes that Jason has identified.

On MOTION by Mr. Bedwell seconded by Mr. McCarthy, with all in favor, the Restaurant Management Agreement and Terms for Restaurant in Substantial form and Delegation of Authority to the Chairman to Execute the Contract once Counsel provides a Draft, was approved.

Mr. Bedwell: Welcome aboard.

Mr. Spencer: Thank you.

Mr. Showe: I'll get with our counsel tomorrow and have them start working on that agreement.

Mr. Dale: You will do a wonderful job.

D. Consideration of GolfNow Agreement

Mr. Showe: The next item we have is the consideration of the GolfNow agreement. I know one of the major components of this is the reduction of the cost for credit card, I'll let Tim address that.

Mr. Melloh: This adjustment to the GolfNow contract is simply for credit card processing. We will have a flat fee of 2.4 percent, which includes the equipment. I'll just note that the paperwork you have in your Blue Book, we've upgraded it at no expense to us, but we needed a third terminal for the restaurant, and we needed a laptop terminal for credit cards.

Mr. Colasinski: Okay. So are we replacing all the point-of-sale systems too?

Mr. Melloh: Not the point-of-sale system, just the credit card reader. That's all integrated with their software.

Mr. Colasinski: Okay. So they're actually going to be handling the point-of-sale, credit card transaction, they will initiate that?

Mr. Melloh: Yes.

Mr. Carnesale: The comment I'd like to make on that is, the average credit card fee is somewhere around 3 percent. So that percentage is well below the norm.

Mr. Melloh: No, I think it's a good deal for us because our current credit card processor, the rumors are that they're going to go up on their fees due to us and what have you. Depending on your using MasterCard, VISA, or American Express, whatever, the fees are always different, and this includes our hardware.

Mr. Carnesale: Yeah, I like that much better, because many businesses like American Express because of their fees.

Mr. Melloh: So we're all good there. I guess all we have to do is vote on that.

Mr. Showe: Yes, I would ask for a motion to approve.

On MOTION by Mr. Carnesale seconded by Mr. McCarthy, with all in favor, the GolfNow Agreement, was approved.

E. Approval of Irrigation RFP

Mr. Showe: The next item we have, this went out in an email, it's about a 200-page document, and it is the approval of the issuance of the irrigation RFP. We did receive some comments from Steve which obviously we added an additional document I threw in there that didn't need to be there. So I think we've cleaned up a lot of duplication issues you had.

Mr. Colasinski: Okay.

Mr. Showe: The intent right now is that if the Board approves it tonight, we'd go ahead and issue the RFP advertised for October 8th, so that by your November meeting, we will hopefully have all the bids in. There are some dates that still need to be added in terms of an on-site meeting for all the vendors who want to bid but we can coordinate that and its dates.

Mr. Colasinski: Do we have it squared away as to who they send them back to?

Mr. Showe: Yes. All the bids will come to our office. Questions, I think we've got those going to the engineer.

Mr. Colasinski: Are they going to the engineer? Our person at Aqua Turf, is he working with the engineer?

Mr. Showe: We'll all work together.

Mr. Colasinski: Okay.

Mr. Showe: Yeah. We have one point of contact for any questions we come into, and then as a group, the four of us will go over all those questions, make sure everybody's on the same page and then we'll put out one set of answers and that's standard.

Mr. Colasinski: Do we modify the constraints in Aqua Turf?

Mr. Showe: That's the one question I do need to clarify for the Board. I put it on my list. So the recommendation from Aqua Turf and I know we've kind of gone back and forth. I think this Board before on some of the qualifications, but their recommendation from Aqua Turf, who is the irrigation consultant, they designed the whole plan. Their recommendation is that we make a qualification note that only folks that have done a golf course irrigation system before are qualified to bid.

Mr. Colasinski: It was in the last two years though.

Mr. Showe: Correct.

Mr. McCarthy: So that was my chief concern.

Mr. Showe: That's their recommendation. It's a strong recommendation from them that we hold to that line because they feel they want someone who has experience on the golf course, who knows how to play effects, what they're doing. I think Tim could speak to it a little more on how important that is.

Mr. Melloh: Yeah, because when we do this installation, we only want to share one pool down at a time.

Mr. Colasinski: Yeah, it's tricky.

Mr. Melloh: Well, it's tricky. Our golf course is a lot trickier than the other golf courses because our pump station is at one end of the golf course, as you know, and we have to pump all the way to number 5 green, that's a long distance. Most people have their pump station kind of in the center of the golf course and it goes this way. Plus we have I think five or six road borings, that we have the bore in this line underneath the road and we're going to have to work with a company that does that and have a relationship with them. So these people that come to install our irrigation system, they're going to be dealing with a two-wire system. They're going to be

dealing with HDPP pipe that has to be fused together. So these people need to know what they're doing.

Mr. Colasinski: Well, and I don't disagree and I think there are other irrigation companies out there that I'm sure understand HDP and also two-wire. I think that's really the essence of the technology. I think though that part of what we might need to put in there would be a demonstration of an installation of an active system. For instance, if you're doing new construction, you can do that implementation, you can test it in sections, but you're not dependent on it being working every day. Whereas the golf course, we need that. I certainly would like to have somebody who's done that installation before. I don't know but it has to be done on a golf course because I do want to see us getting more bidders, possibly, because I don't want to make it so narrow that we only get one or possibly maybe two bidders because we've got a lot of money at stake here with this. I'd like to see what else is out there. We can have discussions with the engineer and the potential bidders as well to get a better understanding of their qualifications now. As a Board, we can also say that we would prefer someone with golf course experience over someone without.

Mr. Showe: Part of the qualifications I will note, there were 2 items. The first one says proposer will have constructed improvements similar in construction type to quantity, quality, and scope within the last five years.

Mr. Colasinski: Right.

Mr. Showe: The next bullet point basically said the irrigation contractor and supervisors shall have two projects in the last two years utilizing decoder two wire system and high-density polyethylene pipe. Also, it has completed a project on a golf course.

Mr. Dale: What does that do to our candidate pool for our few responders?

Mr. Colasinski: I think that clause of, and the golf course, I think is the one that maybe be constraining as far as the number of bidders. But when we make the selection, though, that could be something we use as our criteria.

Mr. Showe: Correct. I think that that's part of the ranking that you'll do.

Mr. Melloh: If we want to widen it a little bit more. You can just make it three years instead of two years.

Mr. Dale: Because the analogy I would make, I mean I understand there are two different widgets, but the complexity involved, if say you're doing plumbing and fire management for a

skyscraper, I would imagine that is probably infinitely more complex than laying pipe in a golf course. I understand what you're saying. You've got to shut off, shut down in different pumps, and stuff like that.

Mr. Melloh: You got to keep the current system going, you've got to make sure that these people don't damage the greens or damage any of the golf course property while they're doing this. There would be a distinct difference between somebody that goes into a brand-new constructed mall and puts the irrigation system around the parking lot and what have you versus somebody that's got to come into a current project kind of like a renovation project where the operator business is already operating in. Like you said, we can't sit there and have them working on holes and we don't also continue irrigation. Like you take number 15 as an example, you have got to be able to have water from the old system still supply that hole while they're doing the installation and then they just hand it off to the new system. Your new system will be working.

Mr. Dale: They may have insert valves in the current system just to make that happen.

Mr. Melloh: Right. I understand what you're saying. There are plenty of golf course irrigation system installers out there now. I think we're going in early enough. They haven't set their schedule for next year because it said we'd like to start this on May 15 because RCM moves fast.

Mr. Dale: Which is why we did this.

Mr. Melloh: I think that we should have a good pool of people.

Mr. Dale: From the other courses that you've seen doing RFP's this year, were they getting the healthy pool off?

Mr. Melloh: I don't know.

Mr. Showe: I think the bigger difference is most of those don't have to go through all the hoops that we have to go through to get a bid. They could call him up and say, "Hey, come out and take a look at it, give us a price." We're held to a different standard.

Mr. Melloh: I think a lot of our problem, Rob, is that we have so many hoops for these guys to jump through. The only one that I know of is Mallard's Landing that currently are going to be installing their irrigation system very soon if they haven't already started. They had one bid. The city of Melbourne, you've got to fill out this extensive 90-page thing instead of just, "Here's a quote." I think our problem with getting just like it was with the bulkheads.

Mr. Dale: You're going where I'm taking this. That's my concern that we get another bulkhead scenario where we have one bidder and we have a 100 percent cost overrun.

Mr. Melloh: The good news for us on that is the difference being is that when we did the bulkheads, we have 1,000 linear feet and we couldn't shrink that down. In this RFP, we had the ability to back off. We can eliminate some heads and we can eliminate some irrigation.

Mr. Colasinski: But they would not be essential golf course area, so those would be eliminated.

Mr. Melloh: Yeah.

Mr. Colasinski: The golf course will still be functional with regards irrigation. That's fundamental. We can't modify that at all.

Mr. Melloh: The essential parts of the golf course will be done. The issue that Jim, our golf course superintendent, he's going to speak to the quote that we're going to talk about here next. Sometimes what they do is for value engineering purposes, they start spacing their heads too far apart and then you're not throwing from head-to-head, you're getting water from pattern to pattern, and then the water doesn't get the proper amount of coverage. We don't want to do any of that. One of our issues like right now is that, if you play golf, I use this example because you've got the bunkers on the left side of number 2, but on the backside of those bunkers there's no irrigation, there is just a big sandpile stuck. Now, if you were the three or four houses that live right behind that bunker and you have golf course property, you're not going to want to look at that. Our thinking is that if we can irrigate the golf course wall to wall like it should be and go in and replant those areas look doable with Bermuda sod, then we're producing a product that everybody can be proud of.

Mr. Colasinski: Sean said this in a proposal that he would actually go up and flag all the areas for the location of the sprinklers. That wouldn't be an issue with regards to overlap.

Mr. Showe: I think that that brings up another point as far as the bids too, I think Sean's going to actively help us get these bids out. He's an active consultant in this versus the bulkheads that were so limited.

Mr. Colasinski: I can honestly say I was very impressed with the work that Sean had done on this for the RFP. From Aqua Turf really knows what they're doing in that regard. It's to a point now that it's really more installation. Sean's done all the thinking, the engineering work for this down to the component level. It's really going to be more of installation. I asked him about

this earlier today. We have a service contract with Sean from Aqua Turf to work with us during the installation. He's there to work with us. We already have an agreement in place with him.

Mr. Melloh: We have the agreement from two years ago already in place.

Mr. Showe: Probably with that too, we'll still evaluate whatever bids we have that come in and provides you his review of those bids as well.

Mr. Colasinski: That's fine.

Mr. Melloh: Of course, part of his contract is that he will program the system for us. When you have 1,500 heads, that's 1,500 heads on the golf course that service greens.

Mr. Colasinski: There's a couple of handheld radios in there too.

Mr. Melloh: You'll have to program the handheld radio as well. So when Jim wants to run nothing but greens one night, that he gets to the right program and all the heads properly come on.

Mr. Dale: I think it provides significant flexibility for something that is considered a circulation system of the golf course.

Mr. Melloh: We do have an environmental impact here, we'll be using less water. We will be more efficient with our watering. I'll use the example of a lot of people here who are golfers, who will take the eleventh hole as an example, we know on the right-hand side there's a big berm hill there. In order to get the grass enough water on the grass up that hill, we have to pretty much flood the middle of the fairway. By positioning the heads properly, by programming everything properly, we're able to save water more and be more environmentally friendly.

Mr. Dale: What about the conversation that we've had a few times about the zero scaped areas, like around the parking lot?

Mr. Colasinski: That's what he was talking about the negotiation about, we go out, we get this and that would be this type of stuff we would remove if we see the bid is too high and we want to scale it back.

Mr. Melloh: When we did the plan two years ago, our thoughts were not to continue to keep it a zero scaped area. We're going to go back there and plant stuff. Right now, the driveway sod, the St. Augustine sod on both sides, the parking lot, everything around the club house, everything there, it has to be manually turned on and off. It's not even part of really our regular irrigation system.

Mr. Colasinski: We got to make sure we understand how much we're paying for that convenience.

Mr. Melloh: We have structured the RFP to be able to pull things out. We'll just have to see how it goes.

Mr. Bedwell: The RFP we're sending out, we show the design, where we want the heads and everything?

Mr. Dale: Yeah.

Mr. Bedwell: If we've got somebody who has never done a golf course, is it okay? Because I don't want to be watering the greens and watering the sand traps and flooding the sand trap. They have to know something.

Mr. Melloh: Yeah. Well, that's what we were talking about with our consultants.

Mr. Bedwell: Jim is going to be with him, or just you or Sean?

Mr. Carnesale: Sean is the person who will be working with them on construction.

Mr. Melloh: How that will work as an example, he'll come out, he'll flag out three holes with stakes. This is where I want this head, this is where I want this head, this is where I want this head, and then those people put those heads in. Then he comes back the next time and he reviews what was done and then he'll stake out three more.

Mr. Dale: They're doing installation of a detailed plan that exists.

Mr. Showe: You do have sufficient flexibility. You're not required as part of the way we built the bid; you're not required to give it to the lowest bidder. If somebody is a low bid, they've never done a golf course before, and the second-place person has more golf course experience and you want to go with that one, you've got flexibility.

Mr. Dale: We have a flexibility to do that.

Mr. Showe: They are required to provide references and projects.

Mr. Showe: But I just want to point out that in the version that we have now, we've removed the requirement for them to have done a golf course in the last two years. They're still required to do the two-wire system.

Mr. Colasinski: Absolutely. They need to understand the technology. If they don't do that, then we're not paying for it. It's too much money to pay for beginners.

Mr. Showe: Correct.

Mr. Melloh: So on the other hand, like you said Dave, we don't want to get a company that just lowballs it just to get the bid and then they end up putting on a bunch of change orders because, "Oh, we didn't know we were to do that."

Mr. Dale: When we're talking about a two-million-dollar contract, that breaks the bank.

Mr. Melloh: Exactly. Because we don't have a whole lot of contingency.

Mr. Colasinski: It's a lot of work.

Mr. Bedwell: Can we let Jim say something?

Mr. Showe: Yeah.

Mr. Moller: There's just one thing I've run into just talking to some of the irrigation vendors, the word of this project has been on the street for a couple years now, so there's a lot of irrigation companies that have done expansive golf course work, and they're waiting for this to be released.

Mr. Dale: Okay. That's good to hear.

Mr. Moller: I don't think we'll be hurting for bids.

Mr. Showe: We're going to leverage obviously Sean's expertise and his contacts to help get it out. Yeah.

Mr. Bedwell: Have you met Sean yet at all? Have you talked to him?

Mr. Moller: Just on the phone.

Mr. Bedwell: Okay.

Mr. Dale: Thank you, Jim. That makes me feel a lot better.

Mr. Showe: I think you're not going to really limit the amount of bids you're going to get. I think we're moving that golf course requirement may give you a couple more bidders. But I think predominantly you're still going to see folks that have done golf course work.

Mr. Dale: Do we have any further discussion?

Mr. Bedwell: I think we're pretty much all in agreement that without irrigation, you don't have a golf course. Yeah, I am for getting us an irrigation system.

Mr. Showe: When you look at all the projects we had to do, this is kind of the big domino that needs to fall, so you know where everything falls in.

Mr. Bedwell: We don't have a choice. We got to get this done.

Mr. Showe: The motion would be to authorize staff to go ahead and advertise the irrigation system RFP.

Mr. Bedwell: I'll make that motion.

On MOTION by Mr. Bedwell, seconded by Mr. Carnesale, with all in favor, Authorizing Staff to Advertise the Irrigation System RFP, was approved.

Mr. Melloh: Can I make a comment here? I would like to thank the Board for your continued support of the golf course, because I know there's a lot said and a lot of people here said that they worry about the home values, the condition, and the future of the golf course. But you're not going to be investing two million dollars in a product that's going to last 25 plus years if you guys weren't, you know, golf course minded.

Mr. Colasinski: It may be more than two million.

Mr. Melloh: It's going to be at least that; it might be 2.2 million. I just want to make everybody here feel a lot more secure about the fact that the golf course is definitely a huge asset for the community. I think sometimes people have thought that the Board is trying to ruin the golf course. But you wouldn't be trying to ruin the golf course and then spent two million dollars on the most important part of the golf course, which is the irrigation system.

Mr. Dale: Correct.

Mr. Melloh: I appreciate your support.

Mr. McCarthy: The chemical budget wasn't cut, it maintained what it was previously, and so forth. There were no layoffs and we hired Jim at a competitive rate and so forth. So things are good in terms of the golf course. I've been here for 20 years and I think it's in excellent shape.

Mr. Dale: I would just add to that, Paul, that every comment that we've received from homeowners, from golfers, from everyone in the community up to this point has been that they've never seen the course in better condition, and that's where we're at right now. We've been on this Board for a year and that's the way we intend to keep it. So I appreciate those comments.

Mr. Colasinski: Thank you, Jim, for the job that you do every day with your team as well. Appreciate it because it's seven days a week. There's no life, there's no sleeping. What you guys get, one day off a year?

Jim Moller: Christmas day, yeah.

Mr. Colasinski: Well, thank you. That's significant dedication, I appreciate it myself.

F. Consideration of Golf Course Equipment Lease from Toro

Mr. Showe: So the next item that is for Tim to go over the lease.

Mr. Melloh: I'm going to pass it on to Jim. I mean, you have that in front of you there. This is to replace the current lease that we have. I'm going to let Jim speak in a minute, but just to give you the background on it, this is for greens mowers, the Roth mowers, etc.

Mr. Moller: We have the Roth Mowers coming this next month, this is for fairway units, tee mowers, spray rig, trap rake, a heavy-duty utility cart, and a heavy-duty utility tractor. What I did was, the pieces that were coming off of these to be replaced, we need an additional utility tractor, a large size utility tractor when we do our economic practice throughout the summer. So in order to try to fit that, instead of having extra cost, we demoed a smaller fairway unit, which is about \$12,000 cheaper than our current ones. We're going to go ahead and swap one out there so it saves us \$12,000. Two of our Triplex mowers that we use for tees, currently they are a hybrid which uses an electrical system. The engine's still running at full capacity, so it's not a true hybrid and you think of with a car. It's just instead of having a hydraulic pump and hydraulic running the real motors, the electric reverts it back to hydraulics, which is about \$10,000 there, so we're about \$24 to \$30,000 in savings there, adding a \$34,000 utility tractor just gives us that extra piece to get the aerifications.

Mr. Bedwell: So the utility tractor then, I know the summertime because we've got three sessions that we do aerification for. How often will we use that the rest of the year?

Mr. Moller: All the time.

Mr. Bedwell: Alright. I'm just trying to understand duty cycle on it.

Mr. Moller: I mean, we can use it to pull material handler which we use on the dry range tee, we hook it up to our front mower to knock down banks. We have one so it's hard to keep swapping it out.

Mr. Bedwell: Understood. With the high duty cycle we have in Florida, the studies I've seen indicated that we're better off doing the lease versus buying.

Mr. Moller: This is a high use equipment but when you think of a diesel engine tractor, you're going to get a lot more years as opposed to our little mowers or the mowers currently that we use on a daily basis. So I'd probably say on average, maybe twice a week. But still, it should last us 15 plus years.

Mr. Colasinski: So if it should last 15 plus years, wouldn't we be better off buying one than leasing one?

Mr. Moller: Well, actually on that, it's not a lease, it's a finance, so it's a 60-month finance with a \$1 buyout as opposed to the fair market value.

Mr. Melloh: We could buy it. And I would suggest if we could buy it, then we save ourselves the interest rate on that. It's a \$34,000 tractor, is what it would cost us to buy. I asked Jason if there was anything left on the bond maintenance, but there's not.

Mr. Showe: Because of that extra fire piece equipment we got, we actually went over in the maintenance equipment. But you do have over on \$100,000 still left in contingency and you've got the items for maintenance, so you could purchase it with that.

Mr. Dale: Yeah. We're over about 78,000, I think.

Mr. Showe: 75. But you've got funding if you choose to.

Mr. Dale: What's the interest rate?

Mr. Colasinski: Is it higher than three?

Mr. Moller: I don't think it's available.

Mr. Showe: Yeah, they really don't disclose those very often with those.

Mr. Colasinski: Oh, they just give you the payments.

Mr. Showe: Yeah, they just give you the bottom line.

Mr. Melloh: I think it is less than 3 though to be honest with you, but I will make this comment. This equipment has gone up 25 percent versus our last lease. This lease payment is going to be about \$2,000-\$2,200 more per month than it was for the same equipment four years ago.

Mr. Colasinski: Right.

Mr. Melloh: It's just the way things are, things are just more expensive. Even though we are saving some money by going to some of the smaller equipment, that equipment in and of itself is a lot more than it was four years ago.

Mr. Dale: I guess where I'm going with it is that, like we just discussed, we're over 75,000 on equipment for the bond right now. I don't want to use up all our flexibility with how we're using the bond money.

Mr. Bedwell: You're just saying that the interest rate is low, take advantage of it.

Mr. Dale: Use somebody else's money if it's low.

Mr. Melloh: Just go ahead and do the five-year \$1 buyout at the end of the lease type of thing?

Mr. Dale: That's what I'm thinking.

Mr. Melloh: That's the way he's got it scheduled.

Mr. Colasinski: I think we need the equipment, that's all there is to it.

Mr. Dale: Yeah, that's not the discussion, we need the equipment.

Mr. Melloh: I will tell you that we do with Toro get the lowest rate that's possible through a state contract because we're a government agency. If you notice on your thing, you'll see an OMNIA Partner, IPA. They're going off the City of Mesa, a cooperative contract, which means Toro has to match. If they give the City of Mesa the equipment for this much money, they have to give it to us for that much money. Going through an RFP on this would not save us any money. I tell you John Deere and Jacobson would be as much if not more expensive than this.

Mr. Showe: On top of that, you have your own cost for advertising and all that. As a government, we can piggyback other competitively.

Mr. Colasinski: I don't think we have the time to do that either.

Mr. Showe: We don't need to.

Mr. Dale: No, I think the only discussion is whether we use bond money or we're leasing it.

Mr. Carnesale: I like the idea of the dollar buyout at the end.

Mr. Melloh: Well, for just that tractor, it's not for the other stuff, that's a typical lease.

Mr. Carnesale: We're leasing it for the long-term.

Mr. Dale: At the end of the lease, Pete's buying.

Mr. Carnesale: We get to keep it for the next 10 years.

Mr. Melloh: I think that what we have here is the perfect arrangement for us. We need the equipment, and again, back to address the homeowners, this is something that we need to have to maintain a quality golf course. I know that we have two major lease packages, one that you approved three or four months ago. That equipment is about ready to ship to us. It was supposed to be here in March, and it's now going to be here sometime in September.

Mr. Colasinski: Hopefully.

Mr. Melloh: Didn't Toro say that in October they're going to have a price increase over what we have?

Mr. Moller: They have one. They have a three percent in September and they have another three percent in October. They're going to stand by those from the August quote until the end of this month.

Mr. Melloh: Okay.

Mr. Dale: Let's keep this flowing. I'll entertain a motion at this point.

On MOTION by Mr. Bedwell, seconded by Mr. Colasinski, with all in favor, the Golf Course Equipment Lease from Toro, was approved.

G. Discussion of Employee Discounts on Food & Beverage Items

Mr. Showe: I will run through the next two discussions, which is a discussion of employee discounts on food and beverage, and then I know we previously at the workshop discussed the golf privileges for the GM, Head Pro, and Superintendent.

Mr. Melloh: Item 5G on the agenda is just a discussion of employee discounts going forward. Just wanted to bring that up because currently, they give the employees like a 25 percent discount on lunches, not snack bar items, not Powerade, and bottled drinks, and things like that.

Mr. Dale: Is that across the border or is that our portion that she's discounting?

Mr. Melloh: Well, it's just somebody comes in and orders like a \$10 sandwich, she's only charging them \$7.50.

Mr. Dale: But you get what I'm asking there?

Mr. Melloh: No, I understand what you're saying there.

Mr. Bedwell: My thing on that is we're handing off control of the restaurant to somebody to manage. I think that should be his decision. He shouldn't be put in a position that he has to do that. That's micromanagement.

Mr. Melloh: No, I get that. I just wanted to bring the item up.

Mr. Showe: Because there's a change in vendor.

Mr. Bedwell: I'd like to maybe start and get the restaurant going first. After a few months, we can revisit this.

Mr. Colasinski: We got to get some stability and then we'll revisit this.

Mr. Melloh: And again, like I said, I wanted to bring it up now so that we can discuss it and get some direction from you as to which way to go. I love to be able to support the employees, but I realize that we're trying to get this thing off the ground and I would like to be able to revisit it once we get everything rolling, because the employees, it encourages them to eat lunch on property. Again, I respect the idea that we're trying to get the thing off the ground.

Mr. Carnesale: I would like to revisit this in a few months.

Mr. Showe: I'll flag it on my list to make sure we go over that ground.

Mr. McCarthy: Yeah, I think this ought to be a decision between Jeff and Tim for keeping employees happy or whatever.

Mr. Dale: Yeah.

Mr. McCarthy: I think we ought to just let them decide.

Mr. Melloh: Well, we'll revisit it in a couple of months. We'll get some data and I'll get with Jeff and then we'll talk about it.

Mr. Dale: Is four months reasonable? Because it's going to be another month before he's in there.

Mr. Melloh: Oh, yeah. I would think so because that would give us 90 days after the operation starts.

Mr. Dale: Okay.

H. Discussion of GM, Head Pro, and Superintendent Golf Privileges

Mr. Showe: The next item is a follow-up of the workshop discussion we had on giving golf privileges for the GM, Head Pro, and the Superintendent, and I think without the additional fee. I know that was the item that Paul brought up.

Mr. McCarthy: Yes. I made that presentation at the last workshop, and it's for CDD employees that are employed by the CDD. That's the PGA department heads, and anyone in a training program that's in a PGA program like Chris is, although he is the manager of the golf course operations there.

Mr. Melloh: Well, to piggyback off your comment Paul, we are in search of a first assistant golf professional and that person is going to be in training.

Mr. McCarthy: He or she would be included, the way I presented it.

Mr. Melloh: It just would make it very hard to hire for that position if we didn't allow that. I think that that would be the fourth person that we would add to that, but I don't want to make any comment as to yes or no.

Mr. Dale: The conversation at the workshop was basically it's for that employee and that employee only, not an entourage, not their family.

Mr. Colasinski: Paul, I thought you made a good presentation last time when we discussed that.

Mr. Carnesale: And that was by job title, so it doesn't make any difference who's in it at the time. Somebody leaves, two years later somebody else takes their place.

Mr. Colasinski: Well, if it's understood, I'd like to make a motion.

On MOTION by Mr. Colasinski, seconded by Mr. Bedwell, with all in favor, Golf Privileges for PGA Employees, was approved.

Mr. McCarthy: Thank you. That's going to help them.

Mr. Melloh: Again, thank you very much for that.

Mr. Colasinski: Good luck with your recruiting for that other position.

Mr. Melloh: Well, I'll give you an update as long as we're here with that. I know which direction we want to go with that. We've advertised the personal assistant position with the PGA of America, with the LPGA. We have had a lot of responses, but no young ladies have responded. Through the LPGA site it has been viewed 42 times but we've not received any resumes from the LPGA side. Traditionally, the LPGA, they're more golf instructors than they are operations, even though we want this person to be operations and to be able to teach and do clinics. All the LPGA ladies, they do a lot of training and they're very good instructors, so if you do have an LPGA on staff as just an instructor and they're excellent teachers. But they tend not to be more, and then you have a lot of your operation side. A lot of good instructors come from PGA, so that's why you'll see a young lady as an example, get her qualifications and classifications through LPGA, and then they'll go and give them the same way in PGA. So you quite frequently see a young lady that is LPGA, PGA, where they've gotten the memberships in both. Actually, you'll see some PGA members that will get their classifications in the golf course superintendent association and stuff like that. So there's a lot of sometimes cross-training, stuff like that. But the update is, we're still looking for someone.

Mr. Dale: Okay.

Mr. Melloh: For the right person for us.

Mr. Dale: Well, alright. If you're getting somebody close, then you know what to do.

Mr. Melloh: Yeah.

SIXTH ORDER OF BUSINESS

Old Business

A. Brevard County Lake Planting Grant Update

Mr. Showe: Next up is the grant update.

Mr. Carnesale: Basically, the grant update has to do with the lake plantings and affects mostly those people that live right on the lakes, all the lakes, not any one lake. Carlos Cuevas, who is the Stormwater Program Outreach Coordinator for Brevard County, is currently finalizing our grant application which we will be filing with the Florida Department of Environmental Protection. This request is to obtain funds to conduct an education program for Viera East residents to learn about stormwater management practices, and how understanding the concepts related to this matter have developed impact on the quality of life for all Viera East residents. As most of this water eventually flows into the Saint Johns River, we have completed the initial planting demonstration site, which is located in the waterway on your railroad and goes right around the corner adjacent to Suseda Park. So that makes it easy to find, you can look at it from either side. The plants are growing nicely. We've also had to put up signs to encourage residents to observe and respect the integrity of the plants.

Mr. Dale: That seemed to help.

Mr. Carnesale: Indeed. We are going to do two more plantings behind two homes at separate areas. These will be more in line with resident concerns as we believe this will become an optional method for our residents to slow erosion of their property and at the same time reduce pollution. I have not scheduled these two plantings yet, as I am waiting until after I attend a two-day event being presented by Brevard County and the state's marine resources counsel, covering the upcoming Low Impact Development Conference, which is an educational program which includes the concepts behind stormwater management. So basically, I have caused the delay in planting the other two. But I'm doing it so that when I'm doing it, I know more about the subject. This is a two-day class that is being put on by the county, it's being put on by the township, it's being put on by Florida, the university. So from that position it's going to give me a whole slew of information that relates into exactly what we're doing here.

Mr. Dale: Tim, we had a chance of meeting to talk about John Batigliano, I'm sure I'm messing his last name up.

Mr. Melloh: Yeah. I got your information from the lady and I intend to call her and find out more of the information.

Mr. Dale: That kind of ties into the littoral shelf, because he's got his but that hole, I don't know if we're able to do the raking, or what kind of costs we're talking about, or whether it's even possible.

Mr. Melloh: Yeah. I got the email, and I'm sorry I haven't been able to contact him.

Mr. Dale: We've had a lot going on.

Mr. Melloh: The good news is that as we come into the winter months, in the fall, the winter months, that algae buildup will go away.

Mr. Dale: A lot of it goes away.

Mr. Melloh: It will look nice. So I think that if we're going to do any raking, we're going to probably want to do it next April or May. Because what it does is it builds up, it's a special kind of algae that's very heavily matted and when it's green, but most of time you see it brown because ECOR sprays it, but there's no place for it to go.

Mr. Showe: It doesn't sink like it traditionally does.

Mr. Melloh: So when we're having heavy rain, it'll sink to the bottom for a little while, but like a sponge it will probably work its way back to the top. And then of course the Bayhill flow way is very shallow.

Mr. Dale: Right.

Mr. Melloh: Algae builds up there quite frequently.

Mr. Dale: Also, as long as we're on Bayhill, I had a chance at the VECA annual meeting this week to have a brief chat with Matt McArthur, the former president over there at Bayhill. I shared with him our issue, we're ready to go with lake number whatever.

Mr. Melloh: 43.

Mr. Dale: 43. I can never remember. I always remember 21. That's the midge lake, right?

Mr. Melloh: Right.

Mr. Dale: So we are just waiting for somebody to step up and volunteer electric services.

Mr. Melloh: Well, that's where we're at. I mean, we have all the information from ECOR, they've given us a quote, they will do the installation of the actual areas. But from somebody

who is doing electrician wise, once a house has been determined, they would set a compressor down by the lake. Then that would have to be trenched in and wired into the homeowners' box. Then we end up having to reimburse them for a certain amount of money.

Mr. Dale: That was a separate question. Is it possible to do a separate meter? If we're using the electric, are you able to do a separate meter?

Mr. Melloh: Yeah, I would have to ask.

Mr. Showe: It tends to be cost-prohibitive.

Mr. Melloh: So, we have not had any fish kills this year like we did last year. Last year, it was tilapia and it was a bacterial infection. It went through all those fish and to be honest with you, because the tilapia, they're an invasive species and for them to die like they did last year, it's probably a good thing for us and probably one of the reasons why we haven't had a fish kill. Because you get a fish kill a lot of times when you have a temperature inversion. Especially if it's been hot for a while then you get a nice cold rain, and the warm water from the top goes to the bottom and the cold goes up, and then the oxygen gets depleted and we have fish kill. But what happened last year was it was all tilapia, there were no bass or handfish or anything like that.

Mr. Dale: I just don't want the people of Bayhill, if there are any in the audience, I don't think there are, but we haven't forgotten about them, and if they're reading the minutes and there's somebody at Lake 43 who wants to step up, I've had multiple conversations with homeowners over there and every one of them I beg, please give me somebody with electric.

Mr. Melloh: It is the same issue for Fawn Ridge and the fountain at Fawn Ridge is that we need to have somebody in the right area give us permission to do the same thing there for that fountain there.

Mr. Dale: Mary Ann, we got any takers yet?

Mary Ann Ferrara: Not yet, because we haven't gotten the cost yet, now that we are all talking about how much electric and so on and so forth.

Mr. Dale: There would be no cost to you guys. The cost would basically be an inconvenience, is what it would be.

Mary Ann Ferrara: We have to get somebody at the point.

Mr. Melloh: Yeah. It has to be in the right area or else it will cost us a lot of money to run.

Mary Ann Ferrara: Going down the canal would be too much.

Mr. Dale: Yeah.

Resident: Can I ask where these midge lakes are located?

Mr. Melloh: 19, 20 and 21 would be, are you familiar with Woodhall?

Resident: Yeah. That's why I'm asking.

Mr. Melloh: Okay. That's lake 19. Lake 20 would be the one in between Palm Subdivision and Aberdeen. Aberdeen, the big lake in the middle there is about 5.6-acre lake, that's 20, and then 21 would be the lake that as you're playing number five. It'd be the lake to the left.

Resident: We live on, I guess 19, in Woodhall. We have midges.

Mr. Melloh: We had an hour-long conversation today, Steve, myself, Jason, ECOR, etc. and several of the residents that live over there. We've got some things that we'll try.

Mr. Bedwell: The lake in Aberdeen is 90 feet deep. It's the deepest lake in the CDD.

Resident: Wow. That's deep.

B. Survey Monkey

Mr. Showe: The next item is survey monkey.

Mr. Dale: There's no update on that. Actually, before we move on from survey monkey, just for the purposes of the minutes and for the people in the audience. Steve, what is the email if anybody wants to get onto SurveyMonkey? Isn't it something cdd@yahoo?

Mr. Colasinski: Yeah. It's a yahoo email address.

Mr. Showe: vecddsurvey@yahoo.com.

Mr. Showe: On the front page of our website, which is vieraeastcdd.com, at the bottom, there's a section that if you just click here, it'll open up your email program and have that email right in, so you just send them an email to be added to the list.

Mary Ann Ferrara: How many people are on this list?

Mr. Colasinski: Hundred and forty-five at this point in time.

Mary Ann Ferrara: Oh, wow.

Resident: What communities are they roughly from?

Mr. Colasinski: It's all communities.

Mr. Dale: Jason, could you repeat it one more time?

Mr. Showe: vecddsurvey@yahoo.com.

Mr. Colasinski: The constraint with that is that if you send the email to that, your email then becomes public record.

Mr. Showe: Correct.

Mr. Colasinski: That's why we've had some limited returns on that because a lot of people did not want to have their email address become public record. If someone wanted it, they could request it.

Mary Ann Ferrara: Jason, could you do that one more time because my hearing is as great as it should be.

Mr. Showe: vecddsurvey@yahoo.com.

Mr. Colasinski: Mary Ann, you are on that list already.

Mary Ann Ferrara: Is there a disclaimer about the government?

Mr. Colasinski: When we sent the postcards out, that was on there.

Mary Ann Ferrara: If someone goes there to do that, is there some sort of notice there?

Mr. Showe: There's a note right on our website, any email addresses are public records, so anything that the CDD touches is public record, period. We don't give them out, but if somebody calls and asks for them, we have to, by law.

Mr. Melloh: One of the challenges that we have as the CDD, we have 4,300 homes in the CDD, but the only way that we can contact you people, the residents, is through US mail, through the tax collector's office. Your homeowner's association more likely has your email address. We don't have your email address.

Mr. Colasinski: We only get it if you give it to us.

Mr. Melloh: We have a lot of people that have signed up because there are golfers for the CDD discount. We have maybe about 1,000 email addresses that are CDD residents, but the other 4,300 homes, I mean, that's what makes it challenging when there is something that we want to get out to everybody, and that's why we're trying to encourage everybody to get on the CDD Facebook page and what have you so that we could communicate with everybody.

Mr. Bedwell: Is there a flier in the golf place?

Mr. Melloh: Yes. There's a blue form for you to fill out there if you already have one.

Mr. Bedwell: Just wondering.

Mr. Melloh: As Steve said, we sent out four postcards to every single address. We put the comment that if you give us your email address it's public record, and people just don't feel comfortable with that.

Mr. Showe: That's one of the reasons why we do maintain the CDD website because it's closed interactive, so you look at it, it's got all the information that the CDD has on it, but you're not required to log in. That's actually forbidden against Florida statutes.

Mary Ann Ferrara: Can you ask by a show of hands how many people here got that postcard?

Mr. Dale: We're going to move on to the lifestyle coordinator at this point.

Mary Ann Ferrara: It's zero.

Resident: You guys sent out that email on the Survey Monkey a year and a half ago, right?

Mr. Dale: Well, we haven't been here a year and a half.

Mr. Colasinski: We authorized the purchase of the tool in November of last year, and then we send out information, December.

Resident: So it has been a long time

C. Farmers Market/Craft Fairs at Woodside Park

Mr. Dale: I am going to let Michelle handle the Farmers Market.

Ms. Webb: The Woodside park activity for the Farmers Market was a great success. A lot of happy people, people of the community and vendors. All vendors that were there are wanting to already return. Everybody's asking me how to pay, so thank you Jason for setting up a pay link for that. We also have 13 new vendors already coming in. I get them every day, a request for them. I'm thinking we're probably going to have more than that. Right now, based on applications I've got in and signed, I have five food trucks at \$35, so that's \$175 that we'll receive on that. 27 vendors are ready with applications in ranging from some over \$20 plus the originally out up there. But then we modified our rate and moved it up a little bit since it's such a success. The new ones are willing to pay \$25. So we're at 605 to date for what they will be paying and bringing in once they get the links to pay for it. Right now, money based on the applications we received we will have \$780 coming in just for our market for October. That's huge and is keeping me very busy.

Resident: What's the date of the next one?

Ms. Webb: October 9th. It's going to be the second Saturday of every month.

Mr. Bedwell: From 10:00 a.m. to 2:00 p.m.

Ms. Webb: I did create a farmers market page off my personal link because all these people were reaching out and friend requesting me on my personal page. They're finding me on my personal page not on the CDD, because they don't know I exist on the CDD. I created a farmers market page so that instead of finding my name or my personal page, it'll link them to that. Right now, we have reached 2,847 people off the farmers market Facebook page.

Mr. Dale: I'm sorry, how many?

Ms. Webb: 2,847 people. That page has gone up 3,063 percent ever since our market, so like I said it's going crazy. The engagement has been 971. That means it's constantly being passed on to people. So that's gone up 7,996 percent from when it was originally created, and we have over 117 likes on the page. It's also being linked with the food truck distributors. People are linking in their areas. The volunteer group shares off their page too. I've got actually some volunteers for the dog park that are coming in this Saturday. They are also interested in helping with the market and the next one. I'm also working on getting the vendors of the fresh produce. The one vendor that we did reach out for him to come too, said that they most likely won't do farmers markets in September and October because it spoils the food too fast and they can't put it back in their inventory, so they'll wait until it's cooler. I did tell him that we have a really nice, shaded area that I have for him that might not be too hot. I'm really hoping they'll try and come on the ninth, but probably he will wait until November for him to come back. I tried to find a couple other ones as well so that people come out, maybe they will. The major breakdown listed out how many we have on the CDD site, which includes for a major part of the year the dog park, 6,110 people. It's going up on an average of 41 percent. The engagements are 1,824. We have an Edgewood student that reached out to me and I met her at the park. She wants to take on the pollination garden, where the butterfly garden is, as her senior project. She's drawn up a plan for that and seeing what she can get to help make that area look cute.

Mr. Dale: For anyone who's interested in volunteering, when do we volunteer?

Ms. Webb: We are out there every Saturday from 9:00 AM to 1:00 PM. We've got some really great volunteers. I mean we've met a lot of nice people out there. They're all excited. We're getting a lot of positive reviews from everybody. So the park is going to keep them busy for a

little bit. Everybody is really excited and I've had to actually tell two food truck vendors, I'll have to maybe rotate them out. Because of that about seven or eight food truck vendors are going to participate.

Mr. Dale: Where are we at total now, with total vendors and food trucks?

Ms. Webb: Right, so the applications actually received in now is 27 and 5 food trucks.

Mr. Dale: So 32 units.

Ms. Webb: Those are applications that they've been submitted. I did have to tell a couple of them because they were most of the same people that we may have to start rotating some of them out. The original ones that were there on Saturday, last Saturday, I won't rotate them out but any new ones, I have two or three natural soap people, so I told them that maybe one can do October and the other one can do November. So that everybody has a fair share. The community might like one over the other and I can't make that choice. But most of the markets that do that have a multitude people and they rotate them out.

Mr. Colasinski: We did have vendors that sold out also.

Ms. Webb: Yes, one of our vendors sold out by 11:30 a.m. I made her stay there till 12:30 because I didn't want to have a big hole in that area.

Mr. Colasinski: Now they're sold out of their product line, individual product line.

Ms. Webb: There are certain people that said we'll definitely have to come more prepared. The one food truck sold out by the time he ended; they were empty with food. One lady came up and she sold over \$700 worth of product that day at the park and she said, you paid my rent.

Mr. Colasinski: Well, it was three times the amount she sells at other locations.

Ms. Webb: She said it was three times more than the amount she sells at another park. Definitely, the word is out to vendors. I think it's going to be a nice event. We didn't have any problem with parking. We never had any traffic issues. Steve was great with the golf cart. Pulling people back and forth across the road for vendors. It worked very well. It was like our first trial run. That's why these small vendors came free and they were actually starting to hand me money at the last one and say, "Here's my money for the next one." I think it's going to be a good thing for a while.

Resident: Where's the additional parking?

Ms. Webb: The church right by across the street.

Mr. Colasinski: Prince of Peace?

Ms. Webb: Prince of Peace, we did a contract with them. So they're willing for us to use it. They had a tent there at the event. It was good seeing them. Everybody's coming back and with the vengeance I think, with more product.

Mr. Dale: That's one of the anecdotal sides that I'll put along with us for the Board, I mean, once we hit 50 vendors, it goes along with our theme of trying to make things self-sustaining. And at that amount of income, it basically pays the lifestyle coordinator salary, which is a nice little side benefit.

Ms. Webb: Just to know, my contract with you guys doesn't need hours and I do have full time job. I know that a lot of times it's very easy to say, I'm not doing what I should be doing. Just that whole week, I can probably tell you I was probably putting 20 hours, which is fine because it provides for me, I live in this community too.

Mr. Dale: You put in 20 hours on one day.

Ms. Webb: Yeah, they started showing up at 7:15 for setup, and I was there till 4 o'clock, it was a good day.

Mr. Dale: Thank you.

Ms. Webb: Yeah, the only thing with GolfNow, I've been talking with them, so things are getting back into play with that especially since the season is picking up. And did you guys see the aeration video?

Mr. Dale: Yeah.

Ms. Webb: Okay. That went on Instagram and also on Facebook. I did send it to Melissa, who sent it out to you.

D. Action Items List

Mr. Showe: In your action items list, we did provide the quote from ECOR for midge on Lake 19, 20, 21. We put \$15,000 in the budget for next year and for three months' worth of treatment on those lakes, it's \$3,500, so we've discussed today, we'll probably just go ahead and do it, we test that out, make sure it works. But it had been pretty productive so far, and we're looking at other methods as well.

Mr. Colasinski: Do you want me to go over that now?

Mr. Showe: Yeah.

Mr. Colasinski: We've had three meetings so far. We were initially approached by David Shores who lives on Lake 21, a few months ago. We've had three meetings on this, and we actually tried earlier this year a chemical called methoprene that was applied by ECOR. We were trying to collect data from the residents on that lake and that seems to be very effective right now there is no midges there. When we did the first application, it knocked down the midges quite a bit, but then start picking up again. We did the second application, the second month it knocked the number even further, and by the end of the third month, we did the third application, the midges were gone. The thing is that with midges, it's something that is somewhat seasonal and that starts usually about March, goes through about October. There are also other preventative techniques that we've talked about till Craig Ryan joined us as well. He's with the Viera East golf club HOA. We're trying to get some preventative measures introduced to the residents, like the minimization of grass clippings because grass clippings help build up the muck that's in the bottom of the lakes, which then provides a ground for the hatching of the midges, so we are going to try and see what we can do about the getting that information out. Other two techniques that seemed to be very effective is also minimizing exterior lighting and any lights from your home. Because the midges when they hatch, that's where they go, they see the lights, they'll come to your home. We also had Jeff Peters who actually tried a bug zapper outside his home. He found that that was very effective and actually helped him and two other neighbors adjacent to them, remove all the midges at his home as well. He says he's very busy for about 2-3 days, but that was very effective. As Jason indicated, we talked about doing this because we know of midges on Lakes 19, 20, 21. We're going to apply methoprene next year, three applications on each of those lakes. But we're going to wait to see. If you hear something or as far as midges are in your property next year, then let Tim know and they will come out. He'll get in touch with ECOR and we'll start the treatments on your lake. Let Tim know if you have midges, but we don't know until somebody contacts us. But we do plan in our budgets for those three lakes, 19, 20, and 21. We talked about some other alternatives, like dragging the lake and try and scrape the bottom before we get it. But it sounded really complicated. Lake 21, ECOR comes in with a boat, and then they apply across the top of the lake, the chemicals. We can't do that on Lake 20 because there's not sufficient access between the homes to get a boat through there. They're just going to have to walk down and spray it, but the lake is relatively deep, and the deeper the lake, usually the midges are going to be even closer to shore. We're going to try a two-pronged

approach. We're going to work with the HOA to get information and education out there to the people who live on the lakes on how they can reduce midges and their contributions, and then we were also going to be looking at the budget for three applications and each of those three lakes next year. I think from what Craig was saying today is that the real issue is that he said most of those people know to blow the grass clippings up onto the shore. The real issue is when you trim along the lake, that the grass is right at the lake then that's where a lot of those could get into it, and that's hard to manage for a weed trimmer because it just goes everywhere.

Mr. Melloh: I was going to mention to Craig today, whenever they do mow and they mowed clipping in the road and they blow the clippings. You like for them to blow it back into your yard. But then it gets on the sidewalk. But when you blow those clippings down into the storm drain, it goes right into the lake, so that's just another issue you want people not to do. But I've seen people pump out their pool into the storm drain. People, I don't really think they know that these storm drains, they just go into the lake or behind your house. Don't put clippings in there.

Mr. Colasinski: We've also been talking with Joe from Brevard County, he's the director of the mosquito control program.

Mr. Melloh: He's been a big help with stuff like that.

Mr. Colasinski: So if you have midges at your home, let us know. We've got a plan for these three lakes. But if there's other, then let us know. Then we'll try to get something in place to get it taken care of.

Mr. Showe: To supplement that, just so you know that we did discuss on the call about pre-treating like, hey, if we know they're coming, can we treat? Then say it's not really effective because their life cycle can be so varied from year to year.

Mr. Colasinski: Don't the mole crickets have very similar type or pattern?

Mr. Dale: Jim can tell you more about that. But basically, you just can't say, well, I'm going to spray for mole crickets on the third of March. There are three hatches a year and you don't know when they are going to be. Is it at the full moon? Is it that after a heavy rain? You just don't know. You just got to wait for those little suckers to come up.

Mr. Colasinski: I think we're done with our midge discussion for now.

Resident: The numbers of the lake, how do you find those?

Mr. Melloh: I have a big map in my office, you're welcome to come up and look at. I don't think we have anything online that has the map numbers.

Mr. Showe: I think that map is so large it can't be put online.

Mr. Dale: We have 84 lakes.

Resident: Wow.

Mr. Dale: We're now at 2 hours and 20 minutes. Let's see if we can wrap this up before 2:30 p.m.

SEVENTH ORDER OF BUSINESS

Staff Reports

A. General Manager's Report

Mr. Showe: I will have Tim go through his report.

Mr. Melloh: Out in the CDD we have the normal day to day operations. We did take care of the graffiti at the park today.

Mr. Colasinski: Yeah, I saw that.

Mr. Melloh: That happens from time to time.

Mr. Dale: Also put in some trash cans. That was nice.

Mr. Melloh: Yeah, trash cans. We just had a recent aerification process on the greens. Jim uses a different process which I will let him talk about it here in a second. But I will say this, we've had a tremendous amount of positive feedback on the new aerification process. Why don't you tell the story about that?

Mr. Moller: Basically everything in our industry is changing with technology except for our aerification process. So there's been some companies, they've developed different type of aerification types, and other clubs are trying, and have had great success. So basically what we're going to be doing, we're going to be aerifying about 10 times a year. Basically, at the end of the year, we're actually removing a larger percentage of organic matter from our greens than if we're going to do the traditional method.

Mr. Bedwell: Taking less time to do that then?

Mr. Moller: As far as the process, man hours is about the same. I think at the same time, it's going to help keep the greens so we're not having such a prolonged aerification special.

Mr. Bedwell: It's not as much impact.

Mr. Melloh: So Jim's done a great job with that. The organic material, everybody would be like, "Why? Why are you aerifying the greens? It's just perfect and now you're putting these

holes in the ground." We've had people out putting them the day after they did them and it is very little impact on the roll of the ball. The greens are the geese that lay and rolling the eggs. If you don't have good greens, you are nowhere. We have TifEagle greens, and for those in the audience who don't know what that is, the five golf courses in the state of Florida that have a PGA tournament, all have TifEagle greens. They all have the same kind of grass that we have. Matter of fact, our sprigs came from the exact same field, right next door, to where they were doing the TBC sprig. So we have really good greens, and now they're getting a little aged and getting a little more organic build up and what have you. You just got to keep up on that stuff. The only thing that I have on my list is a report for the green fees and what have you. Right now, we are averaging \$250 a day ahead of budget. We've got about eight days left in the fiscal year this month. Looks like we're going to be, once again, ahead of budget. We haven't had that many rain days this month, we had a few lightning delays though. But we're doing really well and I'm excited to see, as everybody is, how well we do as far as profitability goes once everything is tallied up and we get the final financial statement for the fiscal year.

Mr. Dale: I did have just one question, probably more to Jason. The financial report on the very last page, we had our final number for September to date and then projected for the year. Was that number with the six-figure carry forward that we were talking about, or is that carry forward on top of that number?

Mr. Showe: I'll double-check it, that should be everything. Looks like there's a surplus just for 2021 of 460 projected right now.

Mr. Dale: Right, and I didn't know if there was a six-figure number on top of that.

Mr. Showe: I'll double-check it just to make sure.

Mr. Carnesale: Can you remind us on where we used that other contingency money, that contingency fund, do you remember where we applied it to?

Mr. Showe: The bonds?

Mr. Carnesale: Yes.

Mr. Showe: Maintenance equipment.

Mr. Carnesale: And the truck as well.

Mr. Dale: In an off meeting, I am going to want to talk to you about the breakdown. We've got some numbers in there for the dog park and the playground. I believe a good chunk of

those numbers are from stuff that we bought before like the playground equipment or whatever it is.

Mr. Showe: It is. I can pull the requisitions for you that tied each one of those.

Mr. Dale: That's basically where I was at.

Mr. Showe: Yeah, I can do that. Is that it, Tim?

Mr. Melloh: That's it. Yes.

B. District Manager’s Report

i. Consideration of Requisitions #51

Mr. Showe: So under my report, just to answer the residents' question about the lakes, I just found a map on our CDD website. Under other documents, there's a map that says, Master Management Map. It takes a little while to load in. It has got a ton of layers on it. But you can zoom in, and all lakes have numbers on them. I do have Requisition 51 for restroom repairs. So we would just need a motion to approve that. That’s all I’ve got.

Mr. Colasinski: I'll make a motion to approve it.

On MOTION by Mr. Colasinski, seconded by Mr. Carnesale, with all in favor Requisition #51 was approved.

C. Lifestyle/Marketing Report

This item was discussed.

EIGHTH ORDER OF BUSINESS

Treasurer’s Report – Consideration of Financial Statements

A. Approval of Check Register

Mr. Showe: Next are the financials. We have the approval of the Check Register. Those items are in your agenda package. We can take any questions or comments at this time or a motion to approve.

On MOTION by Mr. Colasinski seconded by Mr. Carnesale, with all in favor the Check Register for the General Fund and Golf, was approved.

B. Balance Sheet and Income Statement

Mr. Showe: The last item is the Balance Sheet and Income Statement. I can answer any questions. Hearing none, we will move on to Supervisors requests.

NINTH ORDER OF BUSINESS**Supervisor's Requests**

Mr. Dale: Pete, you're up first.

Mr. Carnesale: The only thing I'd like to do is basically explain to everybody that although they thought, obviously, that we were going to ignore the golf course, you've learned from tonight that we're not. The other piece is that even with all the things that we've been doing, I'd like to comment on next year's VECDD assessment or your taxes, which is bringing each resident's real estate assessment down by \$50. Although this amount may seem small, it is the first decrease we intend to make as we go forward. Part of this decrease was due to the Board's reduction in spending and part due to the maturing bond.

Mr. Colasinski: I believe it's the maturity of the bond.

Mr. Carnesale: I said in part due to the maturing bond.

Mr. Colasinski: I believe it's all because of the maturity of the bond.

Mr. Showe: Yeah. It is all due to the bond being paid off.

Mr. Carnesale: Okay. If we look back in the yearly assessments per household, this brings us back to 2012 numbers. So if you want to go back year by year, you wouldn't get down to the number that you're going to be at next year till you hit 2012. So just as a general rule, and what we're talking about is, you can see that the Board is squeezing everything from both ends.

Mr. Dale: Thank you, Pete.

Mr. Dale: Dave?

Mr. Bedwell: Jim?

Mr. Moller: Sir.

Mr. Bedwell: Do we have a roller for the greens?

Mr. Moller: Yes.

Mr. Bedwell: We do? Because I haven't seen them.

Mr. Moller: Yeah. We did have a roller that was parked outside and we bought a new engine for it, so actually we just used it for the first time who has that aerification. That helped smooth the greens out a little bit more.

Mr. Bedwell: Jason, I have a question for you. I know it's late and it's from the budget. It's down the line, but under the new bond that we are spending now.

Mr. Showe: Yes.

Mr. Bedwell: You look at the schedule and now each year we're going to assess everybody the same amount every year, right?

Mr. Showe: Correct.

Mr. Bedwell: Yet you go to your May 26, we jumped from \$495,000 in principal, we jumped to \$795,000.

Mr. Showe: That one's not going to be assessed at the same level every year, I apologize. That's the way that bond was structured. So it's going to go up when the first recreation bond goes down. It was designed to keep the assessment at a certain level.

Mr. Bedwell: That's what I thought.

Mr. Showe: Right. I'm sorry.

Mr. Bedwell: We're not going to have an increase to the assessment fee?

Mr. Showe: No.

Mr. Bedwell: I just noticed that's a big jump.

Mr. Showe: It was structured to keep the assessments at least level at minimum so that when the first recreation bond comes off, there is an increase in annual payments. You're correct, sorry.

Mr. Bedwell: That's all I have.

Mr. Dale: Thank you, Dave. Paul?

Mr. McCarthy: Yes. Well, I'm glad Jim is here. I've been here 20 years and the problem greens have always been the fifth and sixth hole and part of it was a lack of airflow, and we've done some things to clean that up. The sixth green was always the worst green. He took some shrubs and palms out of there, it really opened it up. Then Jim coming in, and Tim had told me this, that a different set of eyes looking at it four or five months ago, that green was loaded with crabgrass and it looked to me like we ought to pull those and start over. But with him coming in, he did a fantastic job with his crew and there's not a weed in that sixth green. He did a great job with that.

Mr. Moller: They are starting to come back but I will hit it again.

Mr. McCarthy: Good job you and your crew.

Mr. Moller: Thank you.

Mr. Dale: Thanks, Paul. Steve?

Mr. Colasinski: I'd like to also acknowledge that as well. That's a hard green to hit, as far as for the golf ball. You make it worthwhile once you get there.

Mr. Moller: Thank you.

Mr. Colasinski: That's it for me.

Mr. Dale: I just have one short thing. I was approached by a homeowner that lives on the 12th hole and I haven't had a chance to go out walk this or verify any of this, so if it's inaccurate forgive me. But what the homeowner was saying is on the backside of the bunker at 12 near the green.

Mr. Moller: I think it's 11.

Mr. Dale: It's 11. Yeah, you're right. He said that it's rough. A lot of vehicles go through, it gets muddy, it gets a little unsightly. I'm just relaying what they said.

Mr. Moller: That might be 12. It's just a low-lying wet area. There is quite a bit of drainage issues on the golf course, which I don't want to tackle now.

Mr. Dale: I understand.

Mr. Moller: You guys will go through the irrigation, and once they come through and trench, then we can go through and put in some drain tiles. If we do them now, we'll just cut through them.

Mr. Dale: Okay. The way they were making it sound was like it was a small area and I was wondering maybe if being decorative or something like that would solve some of the issue.

Mr. Colasinski: Isn't that the same at 11 up toward the green?

Mr. Moller: I was thinking it was on the backside of the one bunker.

Mr. Colasinski: Is there something over in the left side on 11 at all, not by the bunker, but just before you get around the corner there?

Mr. Moller: Yes.

Mr. Colasinski: Okay. It is general low area. The drain tiles, that'll be good.

Mr. Moller: We've got a few projects that we need to go through them. [inaudible 02:33:45]

Mr. Colasinski: You've got to plan. It's just we got to get to it.

Mr. Dale: I guess my general comment is, if there is an area like that and it is unsightly and you've got a number of homeowners that are affected by it, and we're talking a couple thousand-dollar fix or something like that, then please bring it to the Board and we'll fix it.

Mr. Colasinski: Or at least get it slated for a budget. We have to identify it and put it in the budget.

TENTH ORDER OF BUSINESS

Public Comment Period - All Items

Mr. Dale: That's all I have. At this time it is audience comments. Anybody? Tom did you have a comment?

Tom Agans: You talked about drain tiles. Have you ever looked at culverts, actually submerged culverts that bring out the drainage system? I'm looking at 17 right now behind our house.

Mr. Moller:: Seventeen is actually, really challenging. Especially by the tee area because you have low lying area. It looks like it wants to go to the lake, but the lake level and where the water level is the ground level.

Mr. Dale: Yes. Yours is probably the worst on the course.

Resident: You guys have made your decision on the restaurant, but my comment on rushing was you met Jeff three days before the workshop and now you've brought him on as an employee. I would just strongly urge you to, because I did restaurants development and design work for over 25 years, worked with multimillion dollar companies, what you guys are doing is not a Carrabba's or anything like that and you can phase things in. But I don't see any goal setting with dates tied to it for him for your revenues. You want certain levels of profitability, so I would strongly urge you guys to structure something because right now, you're taking on the burden of all the food, the employees, the tax, everything that you're not doing right now. While, oh, hey, it's just \$65,000, he's got skin in the game, no, he really doesn't, because he doesn't have to outlay for all those expenses, and food spoilage, and everything else that goes along with that. Just a recommendation and one of the reasons why I was suggesting maybe you take it a little slowly with him was you brought up food trucks at the market. Well, couldn't food trucks rotate in and out at the golf course?

Mr. Dale: That has been a discussion. Not just for this issue, but in terms of the lifestyle coordinator, all the fun doesn't have to be down at Woodside Park.

Resident: Yeah, it is not that we want to have the food truck festival on the golf course.

Mr. Dale: I understand.

Resident: It's just a way to support the needs of the golfers and the community while you guys figure out what you want to do.

Mr. Dale: Right, and I agree with everything you've said.

Resident: A budget upfront is critical because you can't put an open checkbook to these things, because I've seen it happen, and it's an unmitigated mess.

Mr. Colasinski: We also will be getting feedback monthly as well, financially.

Resident: You've given goals to the golf course. I don't see that from a structure being set up yet.

Mr. Dale: There's also another intangible that you haven't mentioned, and this is part of the reasons that we shared as our reasoning behind a lot of this. It ties into the fact that the golf course and the restaurant are tied together and they're symbiotic essentially. So while the restaurant may not be doing everything that we need it to do, the lack thereof may wind up affecting us on the golf end of things, which is what we were concerned with. We haven't shared the number. Jason touched on them, but we're having a banner year this year.

Resident: I've read the numbers.

Mr. Dale: We want that to continue and we know that in order for that to continue, you have to offer quality service and quality at the restaurant also, so they're tied together.

Resident: Understood.

Mr. Dale: But I understand where you're going with it and yes, it's a concern for me.

Resident: It should be a big one.

Resident: No food trucks driving around the course though?

Mr. Dale: No.

Mr. Colasinski: No. But we are going to have the beverage cart more often, which has been a big issue.

Resident: Yeah, it has.

Resident: Is there a liquor license? Because the golfers are going to want one.

Mr. Dale: Yes. We've got a temporary. We've applied for it.

Mr. Melloh: Our license is in progress. I went over to visit the DBT last week and they had two women that are covering both the Orlando region and the Jacksonville region at the same time. We are hopeful we're still going to get our temporary license before we open, so the license is in progress.

Mr. Dale: One other thing I'd like to add here at the tail end of this, and then we'll entertain a motion to leave unless well, I think we have more comments. We're going to work on them. But when you hear something, when you hear a rumor, when you want something confirmed, there's your man right there. Both of them, their emails are on the VECDD website. Tim's office is right there at the golf course. I encourage any of you if there's a wild rumor going around, go down, knock on his door, and get it confirmed. In most cases, what you're going to get is a good explanation as to why something is a certain way. I'm just going to leave it at that. Next, the gentleman in front please.

Resident (George, 1210 Starling Way): Let me just follow, since we're discussing the restaurant.

Mr. Showe: State your name and address again, please. Sorry, we're recording.

Resident (George, 1210 Starling Way): Back to the restaurant. It's a fairly significant project. I think we've got a bunch of people who have handled projects before. A couple of things are missing. One of the things that I think that's missing on this, is a market survey of what we need at the clubhouse. There's some competition in the area. If you go to Duran, they've got a very fancy restaurant there. Pretty smart. Go to Turtle Creek, they've got a nice big restaurant. Are we doing anything about checking out the competition? Are we going to win in a competition of a fancy restaurant or really, should we be focusing on a more of a catfish style approach rather than a fancy restaurant? Anybody doing the homework to make sure that's a good deal?

Mr. Dale: To an extent, yes, and where that has come from has been from previous RFP vendors. We've got three new Board members that were just elected and were told by the community, things that people were looking for. So there was some of that going on. But in regard to more specifically, the main criteria we were looking for was something that was going to be classy, I think Paul nailed it when he said he didn't want a hot dog stand in there, and that's the direction we were heading. We're not doing anything to break the bank. In the previous bond that was proposed, it was several million dollars that was proposed to go into the restaurant,

we're not looking at spending anywhere near that. Most of the dollars we're looking at putting into the entire project are for things that are maintenance related that have to be done. We need a roof. We have significant wood. Primarily, the money that we would be putting into the restaurant would be money to enlarge the kitchen, which unless you're doing a hot dog stand, you're going to have to do, regardless. We're fortunate enough to have a gentleman like Jeff, I point to his empty chair, but Jeff most recently was the director of food and sales for Long Doggers, Meg O'Malley's and Hemingway's. A lot of the design work that went into those restaurants, Jeff is the one that did that. When we went through on the tour and looked at the kitchen and everything, Tim and I were both amazed at some of the things that Jeff popped right out. Size-wise, he said with very little effort, we would essentially be able to get a galley style kitchen going that would rival and be very similar to what they use at Long Doggers.

Resident (George, 1210 Starling Way): Yeah. If he's comfortable that he can take that on and get the people through the door.

Mr. Dale: Yeah.

Resident (George, 1210 Starling Way): That's good, and the other thing is, have we got a forecast of that work in terms of what it's going to cost and when?

Mr. Dale: We don't have the numbers yet. But I will assure you anything that comes in, one of the big things that you've heard us say a number of times is ROI, return on investment, and if there's not an ROI there, we're not going to spend the money on it.

Mr. Showe: Please say your name and address again. I'm sorry, we are recording.

Resident (Sonya Koplner, 4275 Woodhall Circle): Going back to the 90-day termination with cause because you're going to give them the opportunity to correct any issues that arise. You gave an example of a \$100,000 net profit and you said 25% is \$25,000, and then Jason corrected it by saying times 2, which is part of what was your statement in the agenda, so that's \$50,000 as a hypothetical. If you're terminating with cause, why would you give somebody 50% of their profits from the year prior?

Mr. Showe: With cause would be no, it would be if it was terminated without cause.

Resident (Sonya Koplner, 4275 Woodhall Circle): Why would you terminate without cause then? What would be your reason to terminate without cause?

Mr. Showe: Procedurally, this Board can't bind future Boards, so a new Board could come in and they could just go, we want to let them go.

Resident (Sonya Koplner, 4275 Woodhall Circle): That's exactly what they did with Terry McGivins, they came in and said you got 90 days, you walk out with zero.

Mr. Showe: That was a mutually agreed upon agreement, both parties could cancel within 90 days.

Resident (Sonya Koplner, 4275 Woodhall Circle): Now why all of a sudden are you pumping it up to 50% for whatever. It just doesn't make sense. Why are you giving 50%?

Mr. Dale: Because that's what the Board decided it would like to do.

Resident (Sonya Koplner, 4275 Woodhall Circle): Why that number? You're giving away the District's money, profits from the District out of the restaurant that we don't even know if it's going to succeed or not, you're going to just hand it over to this person who may not have done the job that you're expecting him to do.

Mr. Dale: I appreciate your comments. Not everybody sees it the same way that you do.

Mr. Carnesale: But we still have with or without cause. You're referring to somebody who was let go for a cause. She was given a long list of items over a six-month period of things to comply with. She started to comply when we issued the RFP. She was not complying until then.

Resident (Sonya Koplner, 4275 Woodhall Circle): When you said to get rid of the decorations, the decorations went off the wall.

Mr. Dale: We're not going to fight that battle again right now. Do we have any other comments?

Resident (Sonya Koplner, 4275 Woodhall Circle): Yes, I do.

Mr. Dale: Yes, ma'am.

Ms. Koplner: I want to talk about the wall.

Mr. Dale: What wall?

Resident (Sonya Koplner, 4275 Woodhall Circle): Can we address the sound proofing wall that we don't have on part of the development from Viera East South? You have a wall on 95 but North of Viera East to the end of our property, we don't have it.

Mr. Dale: What is the name of the homeowner that has been here at multiple meetings?

Mr. Melloh: John something.

Mr. Showe: If it's not a CDD wall, we have no jurisdiction. That is a DOT issue.

Mr. Dale: I would encourage you to get in touch with Sam. He has done a lot of the legwork on the wall issue.

Resident (Sonya Koplner, 4275 Woodhall Circle): Is it a CDD wall is what my question was.

Mr. Carnesale: Basically, he's heading up a focus group. Yes, I am on that focus group but he's the one who's heading that up.

Mr. Melloh: He should be back soon from up north.

Resident (Sonya Koplner, 4275 Woodhall Circle): The noise level is just getting so loud.

Mr. Carnesale: Basically he lives there and he's done a lot of the history on it, and he's done the measuring and its noise levels and the whole bit.

Resident (Sonya Koplner, 4275 Woodhall Circle): Thank you.

Mr. Dale: Next resident.

(Paula Scholtens, 2547 Canterbury Circle): My question is about you putting the putt-putt in. We can hear noise from the club house now. If you put this putt-putt in, I'm sitting out on my lanai hearing all this noise and let's say we have screaming kids, teenagers hanging out. What are you going to do for me who is not sitting on my lanai because it's going to be so noisy out there?

Mr. Dale: I don't know why you're pointing at me. That's not my decision.

(Paula Scholtens, 2547 Canterbury Circle): Well, the sound carries and we live there, and in the evening, we like to sit outside.

Mr. Dale: I will point out that it's not solely your property, that property belongs to the entire District from Fawn Ridge all the way on up. Nothing has been decided. At this point, we have got no pricing, nothing has been decided. We explained that to you at the previous meeting, so I'm not going to keep bantering back and forth on that issue.

(Paula Scholtens, 2547 Canterbury Circle): I just want to know did you do a noise survey to see how the sound will carry?

Mr. Dale: That will be something we'll take into consideration. Any other comments? Mary Ann?

Resident (Mary Ann Ferrara, 6840 Raccoon Court): It's nice to see this many people here at the end of a meeting. What I heard is there is a lady in the front there. She has her hand up and is wanting to speak. She's new and she doesn't know where to get this information.

Mr. Dale: Right.

Resident (Mary Ann Ferrara, 6840 Raccoon Court): Thank you again, Jason, for repeating the website. Michelle has been diligent about putting information out. I'm a firm believer in community. Community. Not just the golf course, not just the park, but I also believe in community helping community. I made a request earlier. I'm part of the rotary club. We talked about the otters. The otters in the zoo have died. The otter program in the schools is trying to get up and running. We're trying to marry up with the zoo, be very sensitive about the loss of the otter space, they don't know why. But we've got the opportunity the second Saturday of the month to get together and do community. Put the booth up. We have the golf course. If they're going to bring some stuff to sell, fine. If they can't, Janet said bring information. Let us know what's going on. How many of you have news and email in your HOAs? You got to go back, and half the HOAs aren't here. You got to go back and you got to canvas your community. You people have to make it happen in your own community. I'm trying like hell in Fawn Ridge. It's slow going because people are very leery about giving their emails out. But there's got to be a community streamline. People don't go on Facebook. Social media is getting a bad rep. Thank you for staying here as I've been one of the stallers that have been here until the last minute, including 11 o'clock at night. How do we all make the community, the golf course, the park, the HOAs, the fire lines? All of this is all of us because I don't live on the golf course. I live in Fawn Ridge. I would love to see a great fountain as you come up Murrell saying, "Hey, we are here." I'm working on that. But I want to see all of you make success, and what all of these people up there are doing. They didn't have it easy when they campaigned. They made promises. They are trying to do their job, and I'm trying to do my job as a representative of my HOA. Please, ladies and gentlemen, thank you for staying here. Thank you for all the work that the Board is doing. Thank you for your concerns about the golf course and the snack bar-restaurant.

Mr. Dale: Thanks, Mary Ann. We got to move. Yes, ma'am. You are the last speaker.

Annette Speidel: Last one. Well, I wrote some things down.

Mr. Melloh: Name and address one more time. Sorry.

Resident (Annette Speidel, 2257 Brightwood Circle): First of all, thank you. I've learned a lot tonight and I appreciate knowing that you're trying to keep the golf course alive. I was hopeful, among other things, but now hearing that you're technically going to do a putt-putt golf course, I hope that your community will help speak with our community, that we don't want a putt-putt golf course, we want our golf course. It is going to be putting sounds and lights and I'm

sure you wouldn't want a putt-putt golf course in your backyard. I just can't believe that you guys would even consider that. You wouldn't put it in your backyard. I don't live next to the clubhouse, but I feel sorry for those people that could possibly have that happen. I appreciate you're trying to do something more successful to the golf course but we have to look at this, that this is a residential area and people live their day-to-day. You don't live there. I bet you wouldn't put it in. If you lived there now, you wouldn't agree to that. That's my guess. You also are speaking about making renovations to the restaurant and I know that was one of your big things when you were trying to get elected, that you were more than just the golf course and you didn't want that money spent on improving the restaurant. Now you're going to spend money improving the restaurant and it was the things that we wanted and that's what we wanted too, we want to see it improved. Did we need it that much? Maybe not, but we certainly could have come to terms with that and come up with better than just running against that idea. But now you're turning around and doing it. Maybe not to the extent that you are. To me, that just doesn't even make sense. I know we're not supposed to have signs on Murrell to advertise the restaurant. That's also been a big issue because how do people know? A lot of people don't know that that restaurant exists and that anybody can go through it. It's public. But I think that's a zoning thing. But then there is a sign for the golf course on one of the holes that's a plastic vinyl sign. How is that there? Is that allowed to be there?

Mr. Dale: No.

Ms. Webb: It's a violation.

Ms. Speidel: It's a violation?

Ms. Webb: Yeah.

Resident (Annette Speidel, 2257 Brightwood Circle): Who put it up?

Ms. Webb: It's got to come down.

Resident (Annette Speidel, 2257 Brightwood Circle): Okay. Well, I was trying to figure that out. I'm concerned with the putt-putt, and I have yet for any of you to say that that isn't going to happen and I want to know where I can find that in the minutes to see. Because I looked on my phone, maybe because it's on my phone, but I can't find the actual agenda list, I can't find the minutes. Maybe when I get home and get on my laptop, I'll find them. But I was trying to look really quick. I just want to know when that discussion came up.

Mr. Carnesale: The discussion that did come up on that, basically all we said, we're looking into it.

Mr. Showe: No decisions have been made.

Mr. Carnesale: No decisions have been made.

Mr. Dale: I've said that 10 times, but it doesn't sink in.

Resident (Annette Speidel, 2257 Brightwood Circle): I still don't understand why you would even think that we would want a putt-putt golf course.

Mr. Dale: It's not a putt-putt golf course, it's a professional putting experience. It's not the clown's head or the windmill or screaming kids. It's a professional putting course. I will say that I've said it a gazillion times to this group.

Ms. Speidel: In the minutes though, it's stated like that?

Mr. Melloh: Yes. We have encouraged people to go to PopStroke.com and look at it. Here afterward, I'll show you some pictures online of what this looks like.

Mr. Dale: Please get with Tim and check some of it out.

Mr. Carnesale: If we're just looking at the beginnings of it. How are we going to be able to answer very succinct is there going to be lights or is there going to be this or is going to be that? We haven't gotten that far.

Mr. Showe: They haven't gotten that far down the road. Any other audience comments?

Mr. Dale: At this time, do we have any further comments by the Board?

Mr. Bedwell: Are we going to put a budget together for all of these line items in the restaurant or are we just going to record actions?

Mr. Showe: No. It's going to go back to the full budget the way we had before. It's going to have full account lines.

Mr. Dale: You're correct, and that's part of the reason why we've got to get our builder to go in, and that's why we needed to do the draft.

Mr. Bedwell: No. I'm talking about our P&L.

Mr. Showe: Oh, yeah.

Mr. Bedwell: Here's the revenue and here's the cost.

Mr. Bedwell: I don't even see the point of putting a budget together. We have no idea what to put down.

Mr. Showe: David, it'll go back to the way you saw it before where we've got employee costs, all the food costs. It'll all be back.

Mr. Bedwell: I'm just saying let's just record actual.

Mr. Showe: Absolutely.

ELEVENTH ORDER OF BUSINESS

Adjournment

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



Secretary/Assistant Secretary



Chairman/Vice Chairman