

*Viera East Community  
Development District*

*Agenda*

*May 26, 2022*

# AGENDA

# *Viera East*

## *Community Development District*

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Phone: 407-841-5524 – Fax: 407-839-1526

May 19, 2022

Board of Supervisors  
Viera East Community  
Development District

Dear Board Members:

The Board of Supervisors of the Viera East Community Development District will meet **Thursday, May 26, 2022 at 7:00 p.m. in the Multi-Purpose Room, Faith Lutheran Church, 5550 Faith Drive, Viera, FL.**

- I. Roll Call
- II. Pledge of Allegiance
- III. Public Comment Period
- IV. Approval of Minutes of the March 10, 2022 Workshop Meeting and April 28, 2022 Board of Supervisors Meeting
- V. New Business
  - A. Consideration of Resolution 2022-01 Approving the Proposed Fiscal Year 2023 Budget and Setting a Public Hearing
  - B. Consideration of Special Warranty Deed with The Viera Company for Tracts A, B and Nearby Property
  - C. Consideration of Bill of Sale to Viera East CDD from The Viera Company for Tracts A and B of Star Rush Drive Extension
  - D. Ratification of Agreement for Driving Range Tee Box Renovations with Landirr, Inc.
- VI. Old Business
  - A. Brevard County Lake Planting Grant Update
  - B. Action Items List
- VII. Staff Reports
  - A. General Manager's Report
  - B. District Manager's Report
    - i. Consideration of Requisitions #91 - 105
    - ii. General Election Qualifying Period and Procedure
  - C. Lifestyle/Marketing Report
  - D. Restaurant Report
- VIII. Treasurer's Report – Consideration of Financial Statements
  - A. Approval of Check Register
  - B. Balance Sheet and Income Statement
- IX. Supervisor's Requests
- X. Adjournment

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

The fourth order of business is approval of minutes of the March 10, 2022 Workshop Meeting and April 28, 2022 Board of Supervisors Meeting. A copy of the minutes are enclosed for your review.

The fifth order of business is New Business. Section A is Consideration of Resolution 2022-01 Approving the Proposed Fiscal Year 2023 Budget and Setting a Public Hearing. Section B is Consideration of Special Warranty Deed with The Viera Company for Tracts A, B and Nearby Property. Section C is Consideration of Bill of Sale to Viera East CDD from The Viera Company for Tracts A and B of Star Rush Drive Extension. Section D is Ratification of Agreement for Driving Range Tee Box Renovations with Landirr, Inc.

The sixth order of business is Old Business. Section A is Brevard County lake planting grant update. Section B is action items list. A copy of the list is enclosed for your review.

The seventh order of business is the Staff Reports. Section A is the General Manager's Report. Section B is the District Manager's Report. Section C is the lifestyle/marketing report. Section D is restaurant report.

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

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

Sincerely,

Jason Showe  
District Manager

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



# MINUTES

MINUTES OF MEETING  
VIERA EAST  
COMMUNITY DEVELOPMENT DISTRICT

A workshop meeting of the Board of Supervisors of the Viera East Community Development District was held on Thursday, March 10, 2022 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
Paul McCarthy	Assistant Secretary
David Bedwell	Assistant Secretary

Also present were:

Jason Showe	District Manager
Tim Melloh	General Manager
Michelle Webb	Marketing Director

**FIRST ORDER OF BUSINESS**

**Roll Call**

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

**SECOND ORDER OF BUSINESS**

**Discussion of Fiscal Year 2023 Schedule**

Mr. Showe: The next item we have is we were asked to bring back some of the meeting schedule items, especially for next year and maybe for the remainder of the year. I know the Chair wanted to discuss the meeting schedule.

Mr. Dale: Yeah. But I can wait until later on in the meeting.

Mr. Bedwell: Do you have a preliminary schedule?

Mr. Showe: I think we provided one. I think we just wanted to have some discussion. The preliminary one that we have is similar, but I think we wanted to talk about the frequency of meetings.

Mr. Dale: Since we're on the topic, let's jump into it. I was going to make a proposal to the Board. I want to hear some discussion on the issue, but now that we're through a lot of the meat of what we had to vote on to include the irrigation and a lot of the things for the course, the playground, the dog park, all that stuff, I'm thinking we could go to a bi-monthly meeting schedule. I know a lot of the CDDs meet on a quarterly basis. I'm just looking at ways that we can save the District a little bit of money. I'm not talking about canceling all the workshops. I think we do need to still get briefed and stay informed and everything, but as to whether or not we need to have a voting meeting every month, I think we can go to a bi-monthly schedule and I think things would operate just as efficiently and it would save the District, possibly in the neighborhood of close to \$8,000 - \$10,000.

Mr. Carnesale: We're coming up on the heat of our schedule, when we are planning for the golf course, planning for general funds, rules and regulations.

Mr. Dale: No, I agree with that.

Mr. Carnesale: I want to know when does that stuff start and budget.

Mr. Dale: That's part of the reason why we keep the workshops. The other issue though when I got to thinking about it is I'm looking back at last year, I can't remember if it was one or two meetings that we had to cancel because we didn't have a quorum. I can almost promise in July we're probably not going to have a quorum. That's going to be an issue because everybody deserves vacation.

Mr. Carnesale: I don't think that would help in terms of the people that are going on vacation. It might hurt more if we had a bi-monthly and we didn't have a quorum because it still could happen.

Mr. Dale: Well, here's the solution to that. Jason presented this as an option. What we do is every year we have a monthly schedule, and we keep that meeting on the schedule and then it's optional.

Mr. Bedwell: If there's nothing to vote on.

Mr. Dale: If there's nothing going on, then we just cancel.

Mr. Bedwell: That's probably better, we keep the monthly schedule, but if there's nothing that we're going to vote on we'll discuss later.

Mr. Dale: That's where I'm at.

Mr. Showe: We have a lot of Districts that operate that way.

Mr. Bedwell: The only reason we need to meet is we're going to vote.

Mr. Showe: Many Districts operate in that way because that way you've got the meeting in place if you need it, you only have to do one advertisement at the beginning of the year for the whole schedule. You can cancel whatever meetings you don't need. But if you have it in place and you need them, you've already got it set, there's no additional advertising and you can play it month to month on what you need.

Mr. Bedwell: Each month put us out of schedule so we can see, "Oh, there's nothing we're voting on."

Mr. Dale: Right. We would know at the workshop whether or not we're going to need the meeting two and a half weeks later. That way you'll know for sure what's coming up.

Mr. Showe: Even if you got to this workshop as an example and said, "We don't have anything for the March meeting," I still wouldn't say cancel it. I'd say you cancel it when it's time for the agenda to go out so that it's closer to. Just in case.

Mr. Dale: Right.

Mr. Showe: You can cancel meetings the day of the meeting if you need to, but I'd always recommend sooner.

Mr. Carnesale: But I hate doing that.

Mr. Showe: That's what I mean. You have that flexibility. If you have a meeting in place, you can always cancel it. If you don't have a meeting in place and you need one, you are hosed. We recommend keeping a schedule that works for you and just canceling the Board meetings that you don't need. It was going to require Tim and I to coordinate a little bit, especially when it comes to budgets. We're going to have to think about looking ahead to figure out if we need this meeting, that meeting, and that meeting. But you guys have workshops. So I think as long as we keep the workshops, we can work through all those.

Mr. Bedwell: There's no problem canceling meetings? You have got to schedule meetings but you can cancel meetings.

Mr. Showe: You're required as a Board to advertise an annual meetings schedule. You advertise the one schedule and that has all the meetings and then we make sure that the website is updated. We can even have Tim, before he goes home at night if there is a canceled meeting, come and just put a note on the door that says, "Tonight's CDD meeting has been canceled." We can communicate that as best we can. There's no issue with canceling it.

Mr. McCarthy: One of the concerns I have is for the general public, how are they going to react to it in terms of are we trying to hide something? We're talking about millions of dollars that we are responsible for. I'm a little concerned about that. The other thing is you have to give the public an opportunity to speak. You'd have to change our format in the workshop. If the Board decides they want to go in that direction they still have the right to speak. You agree or disagree?

Mr. Dale: I agree that they have the right to speak. Though the workshops, I like the fact that we get an opportunity to get things done. It doesn't take 45 minutes to get through everybody talking and I want to give people the chance to talk, but they can do that just as easily at it at a bi-monthly meeting where we're going to be voting on things. At the workshops, we're just bouncing around ideas. You know what I'm saying? There's nothing that's done at the workshops.

Mr. Bedwell: That's why nobody comes here, we aren't voting on anything.

Mr. Dale: Right. It's not until there's a vote that we want to get their input. The people that are going to say that we're trying to hide something are the same people that are running around telling people that we didn't make \$452,000 last year. We're not going to be able to stop that.

Mr. McCarthy: I understand that.

Mr. Dale: Where I'm at, I think it gives everybody still the same opportunity. They still get to send emails to us. They still get to go talk to Tim and Jason, which honestly is really where stuff gets accomplished.

Mr. McCarthy: We can always go back.

Mr. Dale: My thing is, I've been this way ever since my Army days. I don't like having meetings for the sake of having meetings. I like getting the updates, and everything, which is the purpose of the workshops, and stuff. But if there isn't anything to vote on, I would rather save the District, 10 grand a year than just having the meeting.

Mr. McCarthy: That's fine. I don't have any problem with it.

Mr. Dale: Pete, anything else to add? We're not voting on this tonight.

Mr. Showe: It doesn't necessarily have to be voted on. I think at this point it doesn't have to be. The one thing I think we're aware of right now is that Tim wants to discuss some ideas, one of the project issues, and that we might need a meeting to have the Board formally approve

that. In terms of the requisitions where we're processing with the bonds. Obviously, if you start canceling meetings, we will need some understanding from the Board that if there's contract payments that need to be made, we would need to proceed with those outside of Board meetings, and then we'll have you ratify it at the following meeting. We did that with the payments of bonds. Again, there'll be some adjustments, there'll be some things we'll just have the work through, that is part of it, but it's certainly doable. Regarding those Board members that are compensated, it saves about \$1,000 a meeting if you cancel a Board meeting, so there is some savings to the District.

Mr. Dale: Plus we're sending FedEx, and putting materials together. There's another couple of \$100. That's the thinking behind that one. How does the Board feel? Do you want to take a vote on that or do we have a consensus on that?

Mr. McCarthy: We've got a consensus. We don't need to vote on it, do we?

Mr. Bedwell: I don't think it needs a vote.

Mr. Showe: Typically procedurally, what we can do with some of our Districts is, we'll prepare an agenda, we'll send it out. If we have items on there obviously, we'd recommend that we meet, things that need to be approved. Otherwise, we typically would just give it to the chair, and say, listen, we don't have any agenda items. By the rules of the District, the chair has the ability to make that call of canceling the meeting or not. We can just go, "Hey we don't have any real urgent items that are pressing, are you amenable to canceling the meeting?" We will get that out at least a week before the meeting. It'll be enough time for us to put it on the website, and make sure we get a sign put up.

Mr. Dale: I'm not trying to steamroll this, and I am sensing some apprehension from Paul there.

Mr. McCarthy: I have some concerns about it, as I said.

Mr. Dale: Was that something you want to bring it up at the next meeting, and we would take a vote on it then or what?

Mr. McCarthy: I think we should vote on it.

Mr. Dale: I don't want to steamroll it over here.

Mr. McCarthy: That's okay.

Mr. Carnesale: Well, my concerns really is the public. Basically, they are used to us meeting on a monthly basis then having the information available to them on a monthly basis. We'd be taking that away from them with only a week's notice.

Mr. Dale: We're not talking about canceling this meeting. This is a general discussion.

Mr. Carnesale: I'm talking about meetings in general. I'm not talking about this meeting either. Because that's what we're looking forward at canceling future meetings, and canceling them on short notice, which depending upon the website to notify everybody. We all know that not everybody goes to the website. I'm just saying we know that they're going to wind up showing up or at least some of them will wind up showing up. I'm not looking to make the people that would have maybe had a comment or whatever that wanted to be addressed by the Board, not having the opportunity, and finding out when they get here because there's sign to the door.

Mr. Dale: How do to all the other CDDs in the area manage to make it then when they're on a quarterly basis. I mean Baytree is on a quarterly basis, aren't they?

Mr. Showe: They do six regular Board meetings a year. Then they do some workshops in-between.

Mr. Carnesale: Pretty much like what we're talking about, and I know Heritage Isle is on a quarterly basis.

Mr. Showe: There are some growing pains. You train your residents, so that if they have questions or concerns, they email them to Tim, they email them to myself, we distribute those to the Board, and then they learn when the meetings are. Meeting cancellations happen. If you couch it that we just don't want to hold a meeting for the sake of holding a meeting, we're saving the District funds, and here's the process to get your concerns address. There are ways to handle it, but again, it's not uncommon, but every Board handles it the way they want to handle it.

Mr. Dale: We will leave that as an agenda item for the next Board meeting. Hopefully, we have a quorum.

### **THIRD ORDER OF BUSINESS**

### **General Manager's Report**

Mr. Melloh: Out of the CDD maintenance, we've obviously had to suspend cutting because of the excessive amount of rain we had. We'll have to do an assessment to find out when they can start back up again. I emailed out to everybody a quote from LANDIRR, I had them

come out and because they were generally in the area, to give us a quote about enlarging, and laser leveling, and renovating the driving range, which two, and a half, three years ago, was part of our bond project and we have still some money left in there to do that. That's an area that as we grow is continuing to grow too. Since 1994, nothing has substantially been done to that so the driving range tees are wavy and you lose a lot of spots that people can tee off from. Ten years ago, we were doing \$46,000 in range balls sales. Last year we did \$90,000 in range balls sales. It's something to consider to still do this project. There is an economy of scale that you would assume that they have since later would be you're doing the irrigation project. Anyway, it's a \$77,000 project, and I detailed all the benefits. It'll last us for 16 years. But again that's something to discuss.

Mr. Bedwell: I couldn't tell from this, but is it going to be larger? The tee boxes?

Mr. Melloh: Yes, by 45%. When I sent you the email that is the first thing I said.

Mr. Bedwell: Anyways, all I know is Tuesday, the whole driving range was full, every slot was filled, and there were people standing around.

Mr. McCarthy: Tim, how are you going to increase it by 45%? Explain that to me. Please.

Mr. Melloh: Well Paul, through the years as you know, you take divots, and then they come in, and they top dress it. After 20 some odd years, there was a buildup of sand. If you notice in the quote, he said he's going to cut, and level about 15 to 18 inches. You bring the tee box down, produces all this material where then you can spread it out.

Mr. McCarthy: If you've spread it forward, are you concerned about someone who is a really strong player heading it into the practice range in the back?

Mr. Melloh: No, it's going to be that much more forward. It's probably more width. When we talk about the depth of the range, we're actually going to come further back than where it is right now. Probably going to remove those sawgrass plants, and come back that way, have a drainage done properly where it pitches towards the drain on the driving range. Because if you'll remember, seven years ago there was big mud hole there. Again, these are the measurements from LANDIRR. They're experts, and they're saying we need this much more.

Mr. McCarthy: The idea of going backward appeals to me opposed to just having it because you get some young man out there, and they can put it into that back area. You're saying you're going to move it back, so that's good.



Mr. Melloh: We'll go a little bit forward a little bit back. Because if you'll notice Paul on the driving range on the right-hand side of it, there is a bunker there. We're going to fill in most of that bunker because nobody ever uses it. It will go to the right towards that towards 18 pond. More so than it would be front-to-back.

Mr. McCarthy: It sounds like you've got a way that's going to work. That's good with me.

Mr. Melloh: Jim and I talked with Tim Zirkle who's our estimator. Again, this is one of those things, and the good part behind the project is that we don't have to shut the driving range down because we'll be able to hit balls down in front. Now, that's when we would limit people from hitting drivers or the big guys from hitting drivers and we will figure that out. But the other part about doing this project, which is one of those intangibles, is that to be able to do that project at the same time we're doing the irrigation system means that we'll be able to lay out the irrigation system according to the new design, the new area. If we put the irrigation system in now on the driving range tee and then come back 4, 5 years later and enlarge it, like you told us, then also we'll have to include expanding the irrigation. It's not that it's impossible to do, it's just it would be more money. As I said, LANDIRR is already going to be mobilized up here during the irrigation system. It makes sense to have that done at that time. But again, it's just a conversation.

Mr. Carnesale: Well, from what you're saying, we're already within the bond budget.

Mr. Melloh: Well, and again, these were the things that we came up with. These are the things that were funded. Jason can expand upon this more. I guess you can do anything you want to with the money I guess within reason.

Mr. Showe: As long as it's used for the projects that were specifically defined as a part of the bond. There are projects in there such as the driving range tee boxes. Teeing was one item that was in there. There's also the re-grassing fairways and slopes, as well as general tee box renovation. All of those categories could certainly encapsulate a project of this type.

Mr. Melloh: What we have here and what was in the bond when it was funded and all this is this list. I have still been using this list anyway because we many times have referenced that this list contains four other recreational facilities, Woodside Park restroom, dog park, all way down, but it totals 295 and they have to fit in the category. We've always referenced back to this list. If this list changed, and if there's different priorities and different things that we want to accomplish, then we need to do the list because I need vision, we all need vision, meaning

myself, and Jim, and what have you. We have money on here for cart path extensions, tee box renovation, beyond just a drive range tee. We have bunker renovation. We did obviously develop the replacements, so there's re-grassing parts of the fairways and slopes, and what have you, because the other part of it is that, again, there's all these different things, but grass mutates. After 27 years of being on the ground out there, there are a lot of areas out there that there's not enough fertilizer or water in the world to get some of this grass to grow back in. Sometimes we have to look at going into certain areas and replacing the sod. That's why we have lost so many in that particular area. But again, that's just what it is. I just needed vision, but because it was still on the list, Jim and I are looking and going, well, the time, to do that project would be now, if we could. We just got a quote and are just here for discussion.

Mr. Bedwell: Well, we put the bond together, improve the golf course. If you improve the golf course, we meant more people come to play. If you're going to have more people play, you have got to have a bigger driving range, that's obvious, because they expect to go out and hit balls before they play. You can't increase 10,000 rounds and keep a little tiny driving range. That's me, and plus, it's very profitable. Probably one of the highest margin businesses we got. They buy these golf balls and they go out there and they hit balls. Right, Tim?

Mr. Melloh: Yeah. There's not a lot of expense there.

Mr. Carnesale: Well, the other piece is basically because it's been there for that many years. It's not really level and smooth for people to tee off from. The project would leave it level and smooth. My gut would be that you would want it exactly level. You probably want something like a two percent slope towards wherever you want the water to go. A two percent slope would not have an impact on the people using it.

Mr. Melloh: Right, and they quote one percent slope from back to front.

Mr. Dale: Okay. I wanted to give everybody a chance to talk because I got a lot on this one. For me, it's always about ROI. You've heard me say that 1,000 times, return on investment, and we're talking about roughly \$78,000 to redo this if my reading everything is correct. You just brought up one of the best points that I've heard so far actually about the sawgrass part. That is interesting and it ties into some other things that I want to talk about. But I'm going to be blunt. My first reaction wasn't favorable when I got the email. The reason for it was, well, first we were comparing, I think it was 2011-2022. I think in 2011 you said we had about \$45,000 we made and now we made about \$90,000 on the range. A lot of that is simply attributable to inflation. A

dollar in 2011 is worth almost double what it was or is worth half, I guess I should say, in 2011. 2022 dollar is worth half roughly what it was in 2011. A lot of that is simply attributable to inflation. I do agree with what Dave is saying, that this is a very profitable endeavor for us. I guess where I'm having my problem is redoing everything, and at that cost, is trying to justify it. Where a good chunk of that comes from, and I'm going to get into an area that you and I have talked about this one where I'm a little sore, we've got that back-driving range. I'm going to get on my soapbox just for 30 seconds on this one. We got a back-driving range that I as the chairman because of the no parking signs there and the fact that I don't have a golf cart, unless I'm there at the course playing around with golf, I can't utilize that back-driving range because I effectively have no way to get there. Yes, I know everybody would lend me a cart and you would be as gracious as you always are, Tim, in terms of getting me a cart, but the issue isn't about me. It's about the resident in Hammock Trace, or Fawn Ridge, or Bay Hill, are they able to just go and utilize that back-driving range? Part of the component of this is that back-driving range. I do have a little bit of a beef on it because effectively it is a private driving range for the residents of the golf course community because nobody else is able to access that, only the people with the carts. If we proceed forward on this project, that is part of what I would like addressed and taken into consideration. The other big part of this that I have an issue with is we're talking about needing driving space range. Keep in mind, correct me if I'm wrong, I think we have one of the biggest, longest driving ranges in the county, at least that's what I'm frequently told. I haven't gone out and measured. What we're talking about is tee space that we need. Again, I'm on my soapbox and you and I have had this talk about Mike Hogan. We have a pro that pays us \$2,000 a year, and that is all we get from that pro, but yet he's got a quarter of our driving range. That space is not available to us because it's only available to that pro. One of the easiest solutions, if we want to put more money in would be to let the pro have the back-driving range and let him conduct his lessons there. That opens up a big part of the range for us without having to spend the \$77,000. That is on the table also. The biggest issue that I'm having as part of this is, and we've had the discussion about the irrigation and our concerns about going over budget on irrigation. I'm assured, I don't know, it's written into the contract. But still call me paranoid, whatever.

Mr. Melloh: It's still possible.

Mr. Dale: I'm still concerned about that. But with that said, let's say everything's copacetic on the irrigation system. We're talking about \$295,000 effectively for the clubhouse and clubhouse area. The bulk of that money, I think is going to be absorbed into improvements on the actual clubhouse. You've talked to Joe, you've done the rounds with Joe and everything, we have rotting fascia, it's in desperate need of a paint job. We're talking about getting rid of some of the old aluminum stuff. All of that is going to cost money. We're talking about buying new furniture for the patio area and doing some improvements on the patio area like oscillating fans and misters and all these things are on the table. My concern also is the 77 going to bite into the 295 that we need to make repairs on the clubhouse itself.

That's into the equation. I got to be honest, before this meeting, like I said, my initial reaction was, "No, I don't think I could support it because of the \$77,000 cost," but you did bring up a really good point though with the sawgrass there and improving that whole area. I'm trying to do this nicely, but I think everybody knows there are rats that live in there. That would do away with some of that problem. It would clean that area up. It would make it aesthetically much more pleasing, which to me is an attractive proposition. Then I got to thinking as part of a lot of the discussions that we were having also, we were talking at one point in time about moving the starter shack towards the first tee. The benefit of doing that is in the mornings instead of having a huge cluster of 50 carts all around in a nonsensical manner, what we'd be able to have is effectively a line of people where they start pretty much where the sawgrass area is and they just line up in the order for their starting time. That has appeal to me. It's something that I would like a few more answers on. I would like to know if there's maybe a middle ground that we could come to where we move Mike Hogan and do some of the leveling. I get what you're saying about the grass, it is just \$77,000 that's a big chunk that I don't see a huge return on investment there. I'm not saying that the range is not profitable, the range is profitable, but the range is profitable right now, I guess is what I'm saying. Throwing a huge chunk of money, it's like, when we were talking about a \$3 million clubhouse for a restaurant that produced \$10,000 a year of revenue. Yes, it would make it nicer and it'd be more presentable, but is there the return on investment for that? That's where I'm at. I'd like to get a little bit more, I think. I'm sorry, you and I haven't had a chance to talk about this one before the meeting, otherwise I wouldn't be just dropping all of this on you like this.

Mr. Carnesale: But one of the things you went into was inflation. We got to remember that the only time in the past 10 years that we're talking about, that we've had any inflation is over the last year.

Mr. Dale: No, that's not true.

Mr. Carnesale: Before that we're looking at very low levels of inflation. I'm not saying we didn't have any. We did.

Mr. Dale: Average over that time period, you're probably looking at a 3-4 percent annualized inflate rate.

Mr. Carnesale: Correct. That's what I'm saying.

Mr. Dale: That's what we're talking about.

Mr. Carnesale: It doesn't come out to double.

Mr. Dale: Yes, it does, using the Rule of 72, you come up with doubles in roughly about 12-14 years at a 4% rate. Yes, it does.

Mr. Carnesale: Now, we're looking at a 3% rate and we're looking at less than 12 years, so it doesn't double is all I'm saying. I'm not saying it doesn't go up.

Mr. Dale: The bottom line that I'm trying to say is a 2011 dollar was worth a hell of a lot more than a 2022 dollar.

Mr. Carnesale: Okay. I'll go with that.

Mr. Dale: That doesn't mean we're making a lot more on the range than what we were in 2000 in terms of real purchasing power.

Mr. Bedwell: I don't understand it. We haven't raised prices on the range, you buy a basket of ball in 2011, it was about the same. I don't understand what you're talking.

Mr. Dale: Because a dollar doesn't buy as much.

Mr. Bedwell: I understand inflation.

Mr. Dale: You know what I'm saying. Go into the grocery store, you got your retirement fund, you want to buy a basket of groceries, it's going to cost you twice as much in 2022.

Mr. Bedwell: When they buy a basket of balls, they're getting the same number of balls per day they had in 2011. It's not like today, I go to the grocery store and I take my money and I have to buy, now you only get half of what I did in 2011.

Mr. Dale: But my point is the revenues that those balls bring in don't buy us as much.

Mr. Bedwell: No. I agree with that.

Mr. Dale: That's pretty much my point.

Mr. Bedwell: Okay.

Mr. Dale: The main thing that I'm getting from this is that effectively the driving range is maybe a little bit more profitable than what it was in 2011. I just would like to see the sawgrass clearing that area out. That's a good reason. That is an eyesore. I felt that and I assumed the plan would be to what, concrete it in or what it would be?

Mr. Melloh: I mean, Rob, the thing you talk about is an eyesore. But when I started 7 years ago it was a mud hole. I watched people who walk to the driving range and sink up to their ankles in mud because they drained in that area.

Mr. Dale: Right.

Mr. Melloh: At that time because we weren't spending a lot of money in this stuff, we chose to put in that grass.

Mr. Dale: That's commendable. I'm not taking that from you.

Mr. Melloh: Now we're taking the next step up. All I'm saying with this is, is that the best time to do this project is when they're doing your irrigation system because of the economy.

Mr. Dale: Understandable.

Mr. Melloh: One of the things that we have to look at we're not planning for today, we're planning for 5, 6, 10 years down the road. As this area grows, we did a lot of money last year in profit. It's because the area is growing and because there are more people playing golf. If people like to hit off the grass driving range, and one thing that people don't like to hit off them is a grass driving range so that doesn't have any grass on it. This is just a way to prepare and to give us more space. The other thing that you talked about regarding moving Mike, we can talk to Mike about that, but the right side of the driving range where he's at it's that sport probably the worst, so I didn't think by moving him right now, we would gain a lot. To answer your question about you and Hammock Trace. Yes, anybody that comes in and wants to go down the other end of the driving range, if we have an open cart, we will allow them to go down there no matter who they are, but if we don't have a cart, we can't.

Mr. Dale: That's just it. It's effectively not available.

Mr. Melloh: Again, maybe Dave and Paul can enlighten us more about the fact that yes, there are signs on it saying no parking.

Mr. Dale: I know that I mixed issues on that.

Mr. Melloh: Let's just address them now because there are signs down there to say no parking. We could go down there tomorrow, and as a matter of fact they're about to tip over because they've been there for so long. They've been weeded around for so long it looks like a beaver has gotten through. But the truth of the matter is that if you took the signs down and allowed people to park there, why would you do that?

Mr. Dale: Well, there is one obvious reason.

Mr. Melloh: Because it's a public road and I know that.

Mr. Dale: It may not be our property. Is it an HOA property?

Mr. Melloh: It's not HOA, it's a public road. They can park there if they want to.

Mr. Dale: Not the road itself, that right-of-way from the sidewalk to the road, and actually, I was looking through some of the old HOA rules and if that is their area, as lousy as I think it is, I do think they get the say on parking there.

Mr. Showe: What's the address? Where is it close to?

Mr. Melloh: It is 2300 Clubhouse Drive. From what I understand, from the road to the sidewalk, belongs to the county, because that's the terrace, then you have the sidewalk, then you have our property.

Mr. Dale: But I believe people that are maintaining that are the HOA.

Mr. Melloh: That's because they're required to maintain it just like you're required to maintain the one in your yard but you don't own it and like the HOA doesn't own it the county does.

Mr. Dale: But if we don't own that, I think the HOA gets the say on parking then.

Mr. Melloh: I mean you're the one that brought up. I'm just saying.

Mr. Dale: No, that's why I'm having an issue with it.

Mr. Melloh: That's why I'm trying to figure out what the story is. I mean I realize too that you had cars parked down there, but you can just say put up a sign that says, hey, we have a cart path right down the road from it. That's our cart path, it could just say, "Please enter the practice facility from the cart path." You could sit there and say that. I know that people have gone to the driving range even though they are allowed to park right there, I've seen people park in Parkstone and they just walk across, because they're not parking in front of the sign that says no parking.

Mr. Dale: Yeah, but we can't put that out.

Mr. Melloh: I don't know how to say it to you, people will find a way.

Mr. Carnesale: But basically, we're talking about that we would have to get the HOA involved as well. I don't know whether the HOA would want to do it or they wouldn't want to do it since it's just giving more access to developers.

Mr. McCarthy: I went to the flea market a couple of times and I had to park in front of someone's house, because there was no place to park. The flea market has been very successful.

Mr. Dale: I'm just saying I looked through the HOA laws, they are not laws but they are the rules, and whether they get the say, and it looked a little militant.

Mr. Carnesale: Let's say we don't know where the line is.

Mr. McCarthy: I was nervous parking in front of someone's house.

Mr. Carnesale: First thing to do is determine what the line is. Okay. The fact that who's taking care of it is not the determination of the line. We're looking at the ownership, where is the line? If the line shows it as CDD properties then we don't have a problem. If the line shows that it's HOA property, then you got to get the HOA involved and see if they're willing to allow parking there, I'm not saying they will or they won't I'm just saying they would have the decision.

Mr. Dale: I have a comment. You're right. Inflation has been 2.05% since 2011 every year, which equates to basically at 20%.

Mr. Carnesale: Well yeah, but I'm just saying that inflation rate wasn't high enough to come out to double.

Mr. Dale: No, it's 20%.

Mr. Carnesale: Yes. It's worth less. I'm not going to argue that. Because any inflation rate is going to make it worth less.

Mr. Dale: It's actually a little more than 20 because its compounds.

Mr. Carnesale: That's why I said using 3%, which is allowing for the compounding.

Mr. Bedwell: Rob, we used to allow people at the club to say, "I want a bucket of balls and I need a cart to go down to the South End and play," and we don't do that anymore, the South End is for people who have golf carts but it frees up more at the regular driving range for the outsiders.

Mr. Dale: Right. I guess my feeling on it and I know I'm coming with lean issues on this, but my feeling is if we have any recreational facilities that this District pays for, then everybody has to have access to it.



Mr. McCarthy: Tim says they do have access to it.

Mr. Dale: Effectively though, if you don't have a cart, you know what I'm saying? You got to walk down there with your bag.

Mr. McCarthy: No, we know that's not going to happen.

Mr. Dale: Exactly.

Mr. McCarthy: Tim, how often would it be that carts are all busy? Basically in March, will that be the only month?

Mr. Melloh: February, March.

Mr. McCarthy: Two months out of the year we wouldn't have carts available to the public for 10 months we will have carts available for the public if they want.

Mr. Melloh: But Paul we had people come up and say wanted to do good in the range and we have had people say, our guys were telling them, "I'm sorry, we don't have an extra cart for you." However, if the cart attendant is free, he will put them in the red cart and take them down there.

Mr. McCarthy: Okay.

Mr. Melloh: They will even tell them, here is the shops number, when you're ready, call and we will come back and get you. I mean, that's part of the customer service.

Mr. Dale: I get it. I still want to get something a little more, especially as we get busier with the course, which is the objective and we were named the number one course in Brevard County. My hope is that we're going to be busy all the time.

Mr. Melloh: Well, there is room down there. If you wanted to come off the road, you could build a parking lot down there.

Mr. Dale: Well, I want to have this discussion with you on the side. I don't know that we need to pave anything where we could have rock and the ability to just pull up and have access to something that I think would be a huge benefit. But with that said, it's still a side issue from all the stuff that we're talking about with Mike Hogan and I just threw that out as one option that does increase the size of our existing range with Mike being able to go down there. Another side issue we want to deal with is the thing where we haven't had a bunch of a chance to talk about this one, but with the advertising for Mike, I know you said we advertise for Terry, but that was something that we received a percentage of her revenues, whereas Mike's is just a flat rate. I want to have the discussion on the side. I don't want to be doing a lot of advertising for Mike.

The mindset I'm trying to get us into is the things that we should be doing or when we do them, it should be for the benefit of the course, for revenue. We give a lot of way, I guess is what I'm saying. When we do stuff like that for Mike, Mike sure is a lovely person and everything like that, but we're not here to run his business, we're here to run our business.

Mr. Melloh: But Mike brings to the table for us, okay. He is a PGA professional; he does bring people who come in and take lessons from him. Then people take lessons and they become better and practice more, which is more revenue for us, they play more rounds of golf, which is more revenue for us and like now he's putting on what he advertised for which is lady's clinics.

Mr. Dale: Well, we are going to have a talk because I don't want the lady's clinics.

Mr. Melloh: Then you know what you need to do Rob, you need to cancel his contract. He's got a 30-day cancellation clause there. Because if I take it away from him, he's got the lesson concession out there. We leased that out to him so if we're going to take that away from them, you need to take the whole thing away from him.

Mr. Dale: Well, I'm trying not to bring that part into our meeting but I've gotten multiple complaints about him.

Mr. Melloh: Again, I just need direction. I'm just trying to tell you what it is and give you the direction. If you want Eddy to do that, that's fine.

Mr. Bedwell: In my opinion, the person who's doing that job should be doing it basically for us and we should be getting a percentage. We should not be playing a flat fee and then start increasing his business.

Mr. Dale: I would be fine with it.

Mr. Melloh: I'm just saying from my perspective it should be as you get more customers and you collect more, then more of it should go to us.

Mr. Dale: What are other types of contracts with other courses for the pro? Have you seen contracts like that percentagewise?

Mr. Melloh: No, it's always been a flat fee. When I was down at Sebring, we had a golf school there. They paid a flat fee. But again, the benefits go beyond just what you collect. If golfers were there to bring in people to golf schools and ended up staying in our resort. Again, we're talking about people who are instructors that are PGA members. They've gone through four or five years of training and then recertified.

Mr. Dale: Why wouldn't we be able to run that in house?

Mr. Melloh: Do what?

Mr. Dale: The school and all of that. Keep Mike on, but he works for the course then.

Mr. Melloh: We could talk to Mike about that. If you want to do that, that's fine. There's just not that many. Again, I guess what I'm saying is that one tends to think that there's more lessons to be given out there than there really are to be given.

Mr. Dale: But we really haven't done much marketing for that.

Mr. Melloh: On one side you're complaining about the marketing but then on either side you're saying we're not doing any marketing. All we did with that marketing was posted in lady's groups. That was it. We have a number; we have a lot of marketing. I just don't know what the direction is, this is what the direction was 6 years ago when we got into this contract.

Mr. Dale: You're right. I don't have all the answers on this right now. But the issue is though, it all ties into the range where we're talking about spending \$77,000 on increasing the size of a range and if we're going to be adjusting contracts, for Mike or whatever, you're talking about a quarter of the range that's available then. I do think that comes into play and that's why I'm bringing this stuff up at this point.

Mr. Melloh: Again, there's logistics to all of this. As an example, we can say, Mike we need to set up, or whomever is going to be, we need you to set up at the back of the driving range. But even when Eddy decides to have, we have asked him to put up his lady's golf clinic schedule as well, but the truth is if you've got 12-15 ladies on a golf clinic you logistically can't get them all to the back of the driving range because of what you said about the auto parking so you have to do it at the front part. That's logistically there. All I'm saying is that by our contract, I think you could go to Mike and say, Mike, you are not allowed to do lady's golf clinics anymore only Eddy can do them. His contract basically is giving him the conception of the instruction at Viera East. There's always been the thing where any pros from the golf course that are employed by the golf course want to give lessons there. They can do that in no fee to Mike.

Mr. Dale: I guess my thinking really, maybe let me refine that a little bit. My thinking is us advertising. If he gets women clients on his own, I hate to put it this way, but you keep what you kill. He's out doing all the work, doing the marketing, then that's his. I guess my thinking though, in terms of at this point, based on issues and comments that I've received, us marketing for him for women's clinics, I do have an issue with. I don't want to dwell on that a whole lot. What I would want to do is have that in context of, a lot of this you and I can talk about, but it

has an impact on what we do with the tee box area and everything. That's where I'm going with this.

Mr. Carnesale: Well, basically as long as we're only receiving a flat fee, which is what it is now, I would not introduce marketing at our expense. If we went into the percentage that we get as a result of his business, then I don't have a problem with us marketing because as we market, we increase his business, and we therefore increase what we receive. But those are actually the two choices. I'm not saying we should go one way or the other. All I'm saying is that if we do this, then that should be the answer. The only person that I know of that's going to know for sure whether we've done any marketing for it is sitting right there. She will be able to answer that question. I don't know if we're doing anymore marketing for him yet.

Ms. Webb: What I know that we've done for Mike is he had the kids golf clinic over the summer.

Mr. Melloh: In marketing, you mean you post the schedule on Facebook?

Ms. Webb: Right, and we put a schedule through some of Facebook stuff. We send it out on an email.

Mr. Melloh: Can we come up with a price on what that cost us to do that on that time and material, and charge him back for that, or is that not a good way to do that?

Ms. Webb: It's not really though.

Mr. Dale: It's probably not because what we're doing is we're lending our credibility, our clout, our credentials in our stature for something that we're not really making anything on.

Ms. Webb: We had nothing else going on at the course to present those things. We did help bringing in the kids, he did fill up, then Chris had to help him with the event, because he had quite a few kids on there. I know the complaint I got from Terri because of the marketing is that he wasn't using the restaurant for the food. He was going outside. You guys got that part. Terri is like, well, he's got all these kids and everything, he's buying outside pizzas and drinks and he's not coming through us so we're not making any money on him. That was the part I was stuck in between Terri at the time and Mike doing his stuff.

Mr. Dale: I did not consider that part, but yes, that's an issue.

Mr. Melloh: But that could change now. Before the reason Mike did that was because Terri's food was terrible.

Ms. Webb: Correct.

Mr. Melloh: It was nursing home food. She gave them nothing but a terrible time doing it. She hated the kids being in there eating so Mike just said, "To heck with it, we will just order some pizza from Little Caesars." Whether you like it or not, that's the truth of the matter.

Ms. Webb: I know.

Mr. Melloh: I agree with you though, it would be nice to sit there and be welcomed into the grill and have your kids eating there.

Mr. Bedwell: Can I say something?

Mr. Dale: Yeah, absolutely.

Mr. Bedwell: There seems to be a misconception. We're in the business of selling tee times and cart rentals. We have things like driving range and a restaurant to facilitate that, you can't put an ROI and each business stands on its own. We're in the business of selling tee times and cart rentals. I'm happy if the restaurant breaks even. If you're not happy, if you want to make money from that, you've got a lost cause, we could turn it into a snack bar and make a hell lot more money.

Mr. Dale: Right. I understand where you're coming from on that.

Mr. Bedwell: You know what I'm saying? It's what we were trying to do. We're trying to end this. Mike Hogan helps facilitate us selling tee times and cart rentals. That's what we're in the business for. We get a little money up, when we get it internally, we lost money, we had to pay taxes, social security, did the FICA and all that and it wasn't worth it, right Mike and Tim?

Mr. Melloh: Yeah. Because we were not able to operate as a true 1099 title of an employee. Because they were an employee then we were paying is like the situation we got to go. Yes, because they were hourly employees that were out there giving lessons. Then we had to pay them overtime for being out there giving lessons. Then we had to pay taxes on top of it. So that's when we said we need a true independent contractor. We need to outsource the operation.

Mr. Bedwell: You came up with a contract that's pretty standard in the industry. They do it and then pay us a flat fee.

Mr. Melloh: But one of the things I wanted to point out there was about, it's always with that type of thing, is a lot of that has to do with the intangibles. So let's talk about the junior program for an instance. So Mike will come in and have maybe 17 or 18 kids in the junior program. They are out there and the kids are learning, they're learning the game of golf. Probably the thing we need to do a better job of, is taking pictures when those clinics are going on and

pasting them on Facebook and saying, hey, here's what's going on at Viera East Golf Course. It's not really promoting Mike Hogan even though he is the Director of Instruction. Just like at Doran, Justin Blazer is the Director of Instruction, I have no clue as to how his situation is setup over there and I doubt anybody will tell me, but generally in most golf courses you'd want your PGA certified golf professional that's giving golf lessons to the juniors, you want to be able to make sure that, because for most people that read the Facebook, they don't separate it out. They don't separate it out between oh that's Mike Hogan, he represents Viera East Golf Course. Just like the restaurant that we have, and the restaurant that we had, and the restaurant that we have now represents the golf course, to those people. It was Mulligan's to begin with, when I got here, Divots Grill or Hook and Eagle. Most people understand that that is the golf course, an extension of the golf course. That's what always was difficult for me with leasing it out.

Mr. Dale: I get what you're saying.

Mr. Melloh: It will be the reflection of us, but yet we had no control.

Mr. Dale: Let me just ask that of Dave because we've talked about that in previous meetings and everything. But if I understand you correctly, basically your comment is along the lines of what we say about the restaurant. That it is a reflection of the golf course. The golf courses are the golden goose laying the eggs.

Mr. Bedwell: I'd be happy if we broke even. I know it would be nice if we made money, but we're in a business of selling tee times and that's where the money is.

Mr. Dale: Well, we are when we are making money and it's something, \$90,000 isn't chump change.

Mr. Bedwell: But I could come up with a hell of a lot better deal than this, by just making a snack bar. I can give you examples where these people make thousands of dollars.

Mr. Dale: Oh, yeah.

Mr. Bedwell: With one or two people in there. I don't know if our customers who we are trying to sell tee times to might be happy. That's another issue.

Mr. Dale: But in this case, we're not talking about restaurants. We're talking driving range is what we're talking.

Mr. Bedwell: All I'm saying Rob is we can have the same discussion about the restaurant than we're about to driving range.

Mr. Dale: I got you.

Mr. Bedwell: Do you understand?

Mr. Dale: I understand what you're saying. The logic does carry over, I get that.

Mr. Bedwell: I'm just different. I'm just trying to sell tee times and things.

Mr. Dale: I understand where you're going with it.

Mr. Bedwell: We're going to get over two million bucks.

Mr. Dale: The biggest issue then that I have probably of the things that we've talked about though is we talked 295, and we're talking about spending a boatload on the clubhouse itself.

Mr. Melloh: Well the issue with that is, that it's not 295. I mean, according to my records, it was 238 to begin with. The 295 was for the recreational facility. But we had 238 for clubhouse renovation. We already spent 50 of that, because you have 50 of it just to be able to buy certain things to improve the restaurant. We also did some restroom renovations where we had the lockers taken out and the new benches built painted.

Mr. Dale: I still would like to see further.

Mr. Melloh: Yeah. We have vanities and things to do and what have you, a few little things. But that all comes out of the clubhouse, so we're not even talking about that.

Mr. Bedwell: We're on a different bucket. I mean, the driving range is in a different bucket, isn't it?

Mr. Melloh: I don't know how it works. Jason could reflect.

Mr. Showe: There's essentially no bucket in terms of the bond funds. You did a project. We're tracking those by project more for Board information than anything else so that you can look at the project and go, okay, we've got this left. But as long as those projects were identified in that Engineer's Report, you can do more than that. If it fits that project, you don't have to do all the projects. You've got a lot of flexibility as long as those projects were identified. As an example, I know that we've used, as Tim was saying, some of the clubhouse, but we also had \$95,000 for the pavilion that we likely won't use at all. That can be allocated to another project that was identified. You've got flexibility.

Mr. Dale: Then I have a follow-up question. This one's for Paul because you said something a couple of meetings back, that I found really intriguing. It was when we were on the issue of bunkers. You threw out a number, and the way I took it and correct me if I'm wrong, but you threw out a \$40,000 annual replenishment.

Mr. McCarthy: I was in error on that. It's more than that. In other words, just to refurbish them.

Mr. Dale: Well just to add to them, basically the way I took it and correct me if I'm wrong, but it was instead of doing the large outlay for bunker improvement, you just have a systematic improvement.

Mr. McCarthy: Tim and I had a discussion. It was \$350 for the sand to buy it and \$350 for the travel to get it there.

Mr. Dale: The shipping, yeah.

Mr. McCarthy: Full charge or wherever you want to call it. I am not knowledgeable about enough if you can just take the sand and put it in there. I do not know what we are doing on that. At one point, we were talking about a two-million-dollar renovation and I am not in favor of that at all.

Mr. Dale: Right, and that's where I'm at.

Mr. McCarthy: It is not a good system; it is not working in my view as an amateur. But we have to have consistency and all of the 66 bunkers that are there. That's going to help us be able to develop more revenue.

Mr. Dale: I guess what was appealing about what you said if I understood it correctly was if we are talking \$40,000 - \$50,000 a year, annual expense every year, you got a new coat of sand for \$40,000 - \$50,000, that has a lot of appeal to me.

Mr. McCarthy: You make it a line item as you go through.

Mr. Dale: Exactly.

Mr. McCarthy: Yeah. But the big expense would be to get the 66 bunkers to the same condition.

Mr. Dale: Right.

Mr. McCarthy: I have no idea what that is going to cost.

Mr. Melloh: Again, there is a process to that. You take the 2500 square foot bunker. It has been there 27 years and has had very little done with it. The first thing you have to do is come in there and remove what sand that is in there. Then what you do, you use that sand and you top-dress your fairways with them so you don't have to truck it out anymore. What you are doing is taking the sand out and getting down to the hard pan. Once you are down in the hard-pan, then you want to reshape the bottom of the bunker so there is more of a bowl-shape so that



the sand will stay in the bunkers when you have wind and things like that, they will stay up the faces there. Something that was not done when the golf course was built, the bunkers were not built very properly. But then you would have to replace the drainage because all bunkers have a drain, they have drain field in them that are clogged up, so you have to redo that. You get it all done there, you bowl it out, put your new drainage in, put your new sand in at a depth of five inches. Then you come around and sod the edges over because now we are going to have an irrigation system that will be able to sprinkle and water and keep the grass along the edges. You see the picture in my office, when you do it frequently that's what it should look like but because we do not have a good irrigation system around the bunkers, we see a lot of dead areas around the edges of the bunkers. Then once you get to that point, then we have to spend \$40,000 - \$50,000 a year to replenish the sand. The question is during the construction of it, do we put in a liner? Because what happens is that, once you get low on sand, it starts mixing with what's down below and it becomes not white, but it becomes gray, and dirt looking and that is where we are at right now. We did an experiment because capillary concrete remains the number one thing that people are doing for their high-end facilities to put in there.

Mr. Dale: There we're talking a million plus financing.

Mr. Melloh: Yeah, we are. But the thing is we have to continue to replenish the sand. Like Paul and I told the other day, the things wrong with the bunkers on 18 is that we need to put more sand in there. Jim recently pushed up some of the sand that had washed to the bottom of the bunkers, anyway, you get a rain like we just had, there is going to be an extensive amount of work for those guys to push the sand back to the basis. Then of course, it mixes together. Initially, we thought we were going to go with capillary concrete but it looks like that's not the way. It looks like the way you do it is not to use a liner which would save lots of money. We have to make a commitment to put sand down and keep the sand replenished every year which is something there has been basically 27 years of deferred maintenance because sand is expensive. It costs more to ship it here than it does the sand itself. Like Paul said, we pay for a truck load of tee angle sand which is a specialized bunker sand, that comes out of a four pierce mine, and to get it here it costs \$350 to buy and the cost of almost \$400 to ship. It is going to go up because of the price, because there was a fuel surcharge on it. But there are no other options. You can't go down to landscape depot and say, "We need a truckload of sand." It is not the same kind of sand.

Plus you do not want to be blasting that sand out onto a green and then have it be contaminated with something. There's a certain kind of sand that you use.

Mr. Dale: But are there some of the fairway bunkers or others that aren't right next to the green that we would because we are covering \$50 a yard at landscape depot for sand versus a much higher expense? I get different sand, different golfing and have that around the greens and everything, and you are in your main areas and everything. But if you are talking of a small bunker that's on the right side of the fairway, that's not hit a lot, why wouldn't we be able to utilize cheap sand?

Mr. Melloh: Well, sand that you get from them won't be that white type of sand. That's probably buying large and that's what it is. It's the playability of it. You could go out there and if you make a commitment to do that, you can sit there and say all that. I'll give you an example, when I was in Tallahassee, a lot of clay-based soil there. If you didn't have a bunker liner in your bunkers, basically, your bunkers look like Creamsicles. They were orange. Well, that's fine. If you want to make that commitment to say we are fine with all of our bunkers being orange. A lot of people like that look of emerald green grass and bright white sand. It's a classic look.

Mr. Dale: Right.

Mr. Melloh: Well, there was a golf course in town that they built when I was there called South Wood. They did make the commitment to say that all our bunkers are going to be Creamsicle colors. But they made the commitment to that. That's what they did. I'm not saying it's right or wrong. I'm saying that's the commitment they had. But again, what Paul is saying, you were talking about the playability of the bunkers. You don't put as much sand typically on fairway bunkers. There's just a way that you go about doing stuff. If we said that that's the way that we wanted to do it, our fairway bunkers are going to be different colors and different sand, and consistency in between the fairway bunkers and the greens. We could make all of the greens one way, and make the fairway bunkers another way. We could do that as well.

Mr. Dale: It's on the tail end. It's not something that we have to decide right now.

Mr. Melloh: No. Well, we do have to have a major conversation about it. Jim and I are preparing for that conversation down the road, because there's many different ways to do this.

Mr. Dale: Let me ask, though bluntly, and I'm not going to hold you to this one. But let's say I'm just trying to get a rough idea. The reason I'm trying to get a rough idea, I'm trying to figure out of the bond money that we have left, how much are we going to have if we're spending

here and here on the club house and on tee boxes and that kind of stuff. With that said, if we were to do like what Paul was presenting and what you said where you do the edges and you fill the five inches. You do that throughout the whole course, ballpark, and let's go a little on the higher, what do you think? Are we talking like \$300,000 - \$400,000 to do that?

Mr. Melloh: Somebody asked me that one day and I estimated \$600,000 for that.

Mr. Dale: That's without a liner?

Mr. Melloh: Yeah, that's without a liner. Again things have changed completely. When we did the bond, I put in there \$1,095,000. When I came up with that number what we did was two bunkers on 18, and I took the amount per square foot to do the whole renovation of those two bunkers. I forget what it came out to. Let's call it \$6.50 per square foot. We know how many square feet of bunkers we have. At the time to do it that way it was going to cost \$1,095,000. When we did the irrigation system, that came out a lot more expensive than the plan was two and a half years ago. We said we would drop the irrigation system down by what? \$300,000?

Mr. Showe: We dropped the bunker by \$350,000.

Mr. Dale: What is in the bunker right now?

Mr. Showe: \$738,000

Mr. Melloh: We have \$738,000 ear marked. Again, like Jason said, it doesn't have to be that, but we're using it as a plan.

Mr. Dale: Right.

Mr. Melloh: So \$730,000 but then we made a decision at that time to say we aren't going to do bunker liners because there was no way we can get bunker liners in our bunkers for \$738,000. We already made the decision we're not going to do bunker liners. Beyond that, to be honest with you, it's very hard for me to sit here and give an estimate.

Mr. Dale: Actually are we able to pick up our own sand where we dug? We got somebody with a CDL?

Mr. Showe: With gas you might not save anything.

Mr. Melloh: Yeah. Again, I just wish there was something else, do you always look to see if there's a mine closer to us? Like when I was in Tallahassee the mine that we got all our sand from, was 30 miles down the road? It cost us nothing down there for transportation. Here it's just so much further away and that's just where you get the sand. When it comes to bunker renovations, there's a lot to it, and I think we'll be able to save money.

Mr. Dale: But you see where I'm going with all of this. All of this ties into the tee box, the improvement that we want to do on the club house.

Mr. Melloh: But when we were looking at the roof of the building, the comment was made that this is a \$90,000 roof. That makes sense because Jason looked it up prior to the meeting and it was done in 2008, which is 14 years ago, and it was 57,000? So yeah, it's a \$90,000 roof well, like I said, we were 238 minus 50 that's 178 minus whatever we did in the bathroom. So we maybe down to 160 left in that area. So I understand then just using it as a plan, if we have to spend, I don't know because we want to do some stuff with the golf shop and what have you? You need \$500,000, then you're going to have to take away from some of the other. As I said if we have a new vision and a new priority list, then we need to sit down and take a look at what our priorities are because this is the only thing that I've been using as a priority list. One of the things on here is rebuild number 7 green, \$65,000. Well, you know what? That's because number 7 green is very severe, especially this time of the year, especially the right-hand side, there's too much slope. It was never meant to be groomed for grass that grows as fast as we have. Well, it would be nice to rebuild that ring. Is it 100% necessary? No, not at all. So if you wanted to take that \$65,000 and roll it into something else. But that just depends on the priority of the Board. There was a priority for it previously, it may not be a priority now. That's all I'm saying. We just have to figure out what we want to do. I was trying to say about getting a quote for the driving range tee is that it needs to be larger, it needs to be nicer. The grass that we're going to put on it as a brand-new kind of a grass. It's more rugged, more durable. In other words, there'd be nothing like it in this area. People will love hitting off this grass and people love being on the grass driving range. That's why we're starting to gain a lot of people out there.

Mr. Dale: Let me ask you, is it as important as improvements on the clubhouse and the cart path extensions?

Mr. Melloh: If want to continue to talk about the cart path extensions, well the cart path extensions aren't going to cure what happened today. What happened today was probably six inches of rain, tomorrow there's not going to be anybody going to play golf. So cart path extensions aren't going to help that out. We did the main goal out there already on number 2 and I would have to say it's more than paid for itself. The fact that we've been able to keep that nine open because of that part. But are there a lot more like those little silver bullets out there like that? No,

it'd be nicer to have the car path extensions and I think it is something that we need to do, but I can't really say what's more important.

Mr. Dale: In my thought processes if the car path extensions buy us an extra 10 days.

Mr. Melloh: I don't think you can say that.

Mr. Dale: Okay.

Mr. Melloh: I don't even think you can say that if you say we are going to put in wall-to-wall cart paths. There are days where Duran or Baytree are open and we're not, they're open because they say that you can play, but you have to keep your cart on the cart path the entire way around. From my years of experience, I know that doesn't save you anything. There are people that if you say we are cart path only, they call and cancel their tee time. You do less walking if you have to just walk the golf course. A lot of people won't do that. Not only the fact that our golf course isn't designed for wall-to-wall cart paths, but it would also cost \$300,000 on concrete. Saying we get 10 extra days a year I would say no. I mean, it would help out. It would help out more with it would make it smoother. We have a lot of people, our own golf carts included where they come off somebody's car path and it goes vroom. I know, I've been out there and wasn't paying attention to where I was coming off the edge of the car path and then it charges you back a little. But it would just make it nicer. Again, I think that we have addressed a lot of the areas where it was causing us problems. There were days like on number 2, where the whole golf course could be played except number 2, you couldn't get by there, they get stuck. Now they can get by there and it works out well. I can't say what's more important, I just can give you what my opinion is. Again, trying to get with Dave Bell to get back with me on the car path extension prices because again, that was estimated two and a half years ago at \$18 per square foot and I don't even know where we're at now. We drove him around and showed him, if you were going to do the one on number 3, you have to park the concrete truck at number 2 tee and go all the way to number 3. That's a lot of extra expense that he has to figure into it. That can be a long trip from the concrete truck to where it needs to be dumped. There's a lot to that because you can't drive the concrete truck across the golf course. There's a lot to that and I know he's got a lot to figure out with that to give us the price. That's where we sit with the cart paths.

Mr. Carnesale: You were talking about the possibility of putting cheaper sand in certain areas. Not a lot, not purely visible areas all the time. My question there is, if they're not used and if they're not that basically important, why do we have them there at all?

Mr. Melloh: Yes, that may be part of the discussion as to whether you green over a few of them.

Mr. Carnesale: That's what I'm saying. I'm just saying for those same ones that you are talking about that are not being used a lot. Basically, we're talking about the cost factor. If we're thinking about putting in cheaper sand, it's because we're not using them a lot. Well, if we're not going to use them a lot, why don't just get rid of it totally and not have the expense of the upkeep?

Mr. Melloh: There is an answer to that question. I'm not going to go into all the details on that. That's a good question to ask, but there are answers to that question.

Mr. Dale: Here's my question to you. If you're talking about efficiencies of scale, using the vendor while they're there. If we we're able to hold off a couple of months, we're going to have a much better picture as to what the clubhouse is going to cost us. We're going to have a much better picture as to the expense on, maybe not much better, but a better picture with the expense on irrigation, because a lot of the materials will at least be purchased.

Mr. Showe: Well, they've already ordered them according to what they told me, so that part should be done. There is a possibility again of change of orders where they can request additional for certain things.

Mr. Dale: But that's what I'm getting at.

Mr. Carnesale: But initially, when they said if they had it ordered, once it was on order, that was the price.

Mr. Showe: The materials I think were settled on, but what has started to concern me now is the price of oil and fuel and possible employees. We've got a contract with them that should help stabilize a lot of those costs and there won't be any increases that you won't be aware of should they be presented.

Mr. Carnesale: The only thing that I can think of whether you'd be having an increase there, would be, if it cost them a lot more in transportation, because of the change. Then you're talking about a cause factor that he couldn't calculate. Even though he's buying the items and he's getting them for that price, getting them here could cost more.

Mr. Dale: My feeling is I'm concerned that we're biting off a lot immediately.

Mr. Melloh: No, I understand and it's not like I have to go back to them tomorrow and say yes. The question with them would be, you have to have about eight to nine weeks for that to

grow in. That's in the heart of the growing season. The problem with the dog park was that the zoysia was outside the growing season. But we want to do it there in the growing season, so I'm saying, "Okay, well, if we were able to do the work and planted it in July, we have all by July 1, we got all July all August." But you could actually say all of August and all of September would be the growing season too. I will talk to Tim and say, "What's your drop-dead date to know this?" So that it gives us more time to figure out what we're doing.

Mr. Dale: But it sounds like at minimum we've got a couple of months it's what you're saying.

Mr. Melloh: I'll tell him that this is what the Board would likely be able to do is, hold off a while to make the decision on it, because they're already going to be on the property.

Mr. Dale: Roughly a month or six weeks.

Mr. Melloh: Whenever they do the irrigation for the driving range is when we would need to really want to know when if we're going to do this or not. Because if you're going to have them do it, then they'll irrigate it the way that it is. If we're going to expand it by 40 percent or 45 percent, they'll need to want to put the hedge and get the right coverage, they'll have to lay down properly, and you'll want to have it constructed. I don't think, with that, I just don't know how they're going to go about flowing through the course. I don't know if they're going to start on 14 and go 14, 15, 16, 17, 18, then the driving range, or they're going to start on hole five. I don't know what point, but at some point, we just have to make the decision. But it's not tomorrow and we got time.

Mr. Dale: I think you made the best argument.

Mr. McCarthy: Let me start this. We had these projects and we managed the dog park and Woodside Park playground to these amounts, you had it all laid out. Why can't we do the rest of it? Now, if you're saying, "I don't like these priorities and I want to change them," he doesn't know what to do. He's trying to follow a guideline.

Mr. Dale: Give him the priorities.

Mr. McCarthy: If we want to change everything up, we need to agree what is the new priority. Because he can't do anything.

Mr. Dale: Here's the way I see it. I see the irrigation system #1 priority. After irrigation system, it would be clubhouse over cart path extensions.

Mr. McCarthy: You're thinking there's not enough money in here in the clubhouse, you want to change the 238? I'm looking at what's on this sheet.

Mr. Dale: I have no problem, I'm looking, I've walked around that facility, I mean, the paint, the rotting fascia, there's a lot of work to be done on that thing.

Mr. McCarthy: You are saying we might have to make money from other things.

Mr. Dale: There's a lot of work on that clubhouse.

Mr. Showe: That's a linchpin on everything that's left is what the clubhouse cost is going to be.

Mr. Melloh: We had Joe get out there and he is going to give us a quote on all that stuff. Including renovating the inside of the golf shop, there's carpeting and slab wall and new fixtures, what have you. But the 238 is the 238 if just going to use this as an earmark because we have already spent money on beer coolers and rack machine.

Mr. Dale: I understand but we still only have a finite pool though ultimately.

Mr. Melloh: You do that's why I'm saying we need to redo this. I'm just saying that let's just say the estimate to do what we want to do at the clubhouse comes in at \$500,000. Well, that is significantly more than what we have earmarked for. Then we have to you go in there, it's just like what we did with the irrigation system. It came in about, call it roughly \$300,000 more. We got to come in and say, effectively let's reduce down the bunker renovation to 728 or 738, and then that's the earmark for that. Again, I think like you said, the idea is what needs to be done at the clubhouse. Paul, I will walk you around the clubhouse, there is rotting fascia just falling off.

Mr. McCarthy: Tim we used to have a lot of money for the clubhouse till we got sued.

Mr. Melloh: I understand.

Mr. McCarthy: Now we're talking about doing a clubhouse.

Mr. Dale: But we're not talking about building a whole new building.

Mr. McCarthy: I know.

Mr. Carnesale: Let's get a price first.

Mr. Melloh: I understand. Because with the clubhouse, if you don't do it now then when do you do it?

Mr. Carnesale: It's a piece of junk.

Mr. Melloh: That's the whole thing. I mean again, I guess things like cart path extensions. The good thing about cart path extensions is we can do one at a time.



Mr. Carnesale: Let's talk about cart path extensions. As a golfer, aesthetics of the golf course determines how many people come out. The looks, white sand, great greens, all of it. I'm telling you, you approach number 5, you leave number 5, and you've got these holes and divots and things, and you got to drive way around this way through mud, to get to the green. That leaves an impression. That's what we got out there. I can take and show them to you. It looks like crap and that leaves an impression that's very negative.

Mr. Melloh: I'm with you 100%. But I have never in my life heard somebody say, I'm not playing that golf course because their cart path has got an issue, and that's the issue. The problem with number 5 is probably the biggest issue I'm talking about. To truck concrete out of that area on 5 tee is the furthest we would have to truck anything. That's what makes it difficult because, I would do that tomorrow if it wasn't such a big deal. That's probably going to be one of the very next ones that we replace, to be honest with you. But my point is that we can maybe do that over a little bit while we're here.

Mr. Carnesale: Well, we need to get a quote on the club house to fix it because it's a piece of junk, I admit that. Then let's redo the sheets, so we all work and so Tim's got a master plan.

Mr. Dale: I think generally, it sounds like from what I'm hearing I'm seeing Paul shake his head, I heard Pete's comments. I think we're all in agreement that clubhouse is up towards the top there.

Mr. Carnesale: It's got to be fixed.

Mr. Dale: Yeah, it's got to be up there, cart path is an issue. Sorry gentlemen, to be such a stick in the mud here on this tee issue, but I was looking at all of it and looking at the big package.

Mr. Carnesale: Well the tee things is down farther.

Mr. Dale: That's where I'm at, it's at the bottom of the list.

Mr. Carnesale: But it's unfortunate that the time to do it, is the time we do the irrigation. That's the rub we got.

Mr. Dale: Right. We're on a time schedule, but it sounds like we got a couple of months to work with.

Mr. Carnesale: Let's do the clubhouse and let's have a workshop dedicated to redoing this master plan.

Mr. Dale: Tim in terms of your report...

Mr. Melloh: Yeah, I just want to point out the rounds on revenue, and I'll explain it really quick. We've never done a \$9,000 day until last month when we did two \$10,000 days. Well, we produced four \$9,000 days in a row and one of them was a Monday. Absolutely incredible. Through nine days, we're running \$1,700 a day over what the budget is. We're just having a great month, but unfortunately the rain here is going to knock that down quite a bit. But hopefully this is it and the rest of the month there will be perfect weather and we'll gain all that back. But we're still showing good numbers.

Mr. Dale: Thank you Tim. I know you we've through a lot at you there, but it was a discussion that needed to happen I think in terms of building. Paul, you asked for some time.

Mr. McCarthy: Would you pass that down to the rest of the table? Tim take one for a Steve please, and Jason, will you give the three ladies one. I don't know if anyone is aware that there was an article in the Florida Today regarding Viera and what's going on and so forth. I'm not going to read this to you, but I just want to highlight a few things. Back in 1992, construction crews started the home sites in Hammock Lakes, that was the 1<sup>st</sup> neighborhood. Measuring eight miles from north to south, along I95's Viera's population has leaped from 19,193 residents in 2010, to more than 30,250 residents today. That's a 58% jump. Housing demands are so high and lotteries are being conducted to buy lots and build homes in the different areas, different subdivisions. This was done by Rick Neil and it's with the president of the Viera Corporation, Todd Pokrywa. He's saying, "We see tremendous job growth in defense contracting, commercial space, high-tech industries. The latest example of being Terran Orbital, more than 2,000 jobs, announced that the company with an average salary of about \$85,000. Other companies, Northrop Grumman, they were big in Long Island in California, and they move most of their resources to this area. Boeing, SpaceX, Lockheed Martin, all very secure jobs, government is a big part of it, a good employment place. The newest one I guess is Blue Origin, the Aerospace." The president of the company says they're building a \$60 million, 245 apartment project off Lake Andrew Drive, which will open in November. The area has about 10,630 workers and are employed by 850 businesses. I always use the expression, 'I got a better chance of seeing a neurosurgeon than I do having a plumber come to my house.' By 2050, the Viera company projects workforce will increase by more than 25,000 employees, and more than 1,000 businesses with a total of 70,000 residents. The Viera company has been right on target all the way through. It's a wonderful place to live, it's an absolutely fantastic community. I love being

here, I love working for the community. We have disagreements and that's all part of doing business. The Cisco new warehouse, which opened last December, is the gateway to over 3,000 acres in future development west of the I95 causeway interchange. Viera home sales increased from \$502,000 in 2019 to \$723,000 in 2020 and \$732,000 last year. The Viera population in 2000, 7,123, 2010, 19,193, and today 30,250 people reside here. The average household size is 2.42. People's median age is 49.5, household income is \$100,025. In my view, things look very prosperous. We've got a great business base and good things are going to continue to happen here. The golf course has to be prepared for that. We're competing against Duran and Baytree. The more things we do to make the course more acceptable to people, we're going to get a bigger chunk of the pie. Because with all these people coming into here, they're going to be playing golf at different courses. The things that we've done here, I look at the playground and the dog park, and I drive by there. Every time I've gone by there, there's been 25-30 cars in there, and that's just a wonderful thing. We put a lot of money into that program and everyone doesn't own a dog, and some people may be upset about that but it's good for the community, and it's a place for people to congregate, meet, and make friends. As a golf course is, as a driving range is, as a restaurant is. We're hoping that we can get things going. I'm very optimistic that the restaurant is turning the corner, I hope that we can maintain it, and I hope that it supports it. Whatever we can do, the golf course is the hub of things and that's what brings them into the restaurant and so forth, and that's the big part of it. I think going forward, we're in a good space. It's our job to do the best job that we can as we go forward. Thank you very much.

Mr. Dale: Thank you, Paul. I'm just going to add to that a little bit too. One, I don't want to pick but self-sustaining is the key and that's what we've been able to accomplish, and that is what I believe the bulk of the residents are looking for out of the course. Beyond that though, I think the article and what you brought up really do hit at what we are doing here on this board in Viera East. What that article doesn't really address, let's be blunt, Viera East has always been the bastard stepchild of the Viera company. We were the guinea pigs with all the different communities and all of those things. What I see going on over here though is an even better story than what they're producing in Florida today with the west. You go over the west side, it's congested. It is not fun to get around. You look at lot sizes and all of that stuff. You have, in my opinion, a much higher, much better quality of life over on this side. You've got higher ground, you have trees, you have an established community, and by doing the things that we've done, the

dog park, the kids park, that and the south end you've nailed it. That parking lot is full every day. That adds value to the homes in that part of the neighborhood and to the whole community. As long as we keep the core self-sustaining and the taxes which we have done, that's always been the big rub on this side, and I've heard it from a number of people. That's part of the reason why I'm on the board now and why we had the business community support us so heavily is the taxes were too high on this side. But with those taxes now coming down and we've got bonds that are going to be paid off and that's going to be part of next year's budgeting discussion and everything, one way or the other, I have no doubt that the taxes will continue to come down on this side. That just makes things with all of these amenities, believe me, they're noticing the amenities that we're adding. They're noticing the fact that we were elected through, which magazine is it? Space Coast Living. The best golf course in Brevard County. It's getting noticed.

Mr. McCarthy: The other bond is being paid off in 2026.

Mr. Dale: Correct, that's the next one. We're ahead of the game, and I would not be surprised to see our property values increase at an even higher rate than some of the other parts of the Viera based on the things that we're doing.

Mr. McCarthy: Well, we're lucky we have a growing community.

Mr. Dale: Yes.

Mr. McCarthy: I talked to Tim, and this is something you ought to relate to. I firmly believe there's going to be a recession in this country with inflation and price against me. Has it ever not affected the golf industry? No. We will be affected by that. I don't know how much. Because we're offset by two factors. One, a growing community, and the uniqueness of the businesses here at the community, which is companies billing the government. They are going to lay off people like if this was a General Motors town.

Mr. Dale: Right. We have much more diversity than what we had in 2008.

Mr. McCarthy: But we're not going to escape a recession. Now let's talk about if a recession comes, does it affect the golf industry?

Mr. Melloh: I will tell you my experiences, when I was in Tallahassee and the great recession hit, we lost like \$8,000 every day. But so did everybody in the golf industry.

Mr. McCarthy: Well, whenever there's recession, they lay off a bunch of government workers.

Mr. Dale: Yeah, it's a concern.

Mr. Melloh: But yeah, you can lose a lot of rounds of golf because the guys had played four times a week, they'd play one time a week instead.

Mr. McCarthy: Discretion and it's very easy. I don't think we'll be hit really bad because the unique thing. It could have some impact as budgeting.

Mr. Carnesale: Most of the recent growth has been outside of the Viera East because Viera East CDD had been basically fully built and fully available. We've had some but not a lot. The bulk of it is happening on the west side. But that's okay because what I'm talking about, that is one fact. But the people that use the golf course coming from both, they don't necessarily have to be members of VECDD to use the golf course and we have plenty of people that don't belong to it that use the golf course.

#### **FOURTH ORDER OF BUSINESS**

#### **Restaurant Report**

Mr. Dale: Okay, we've got to get this moving. Restaurant. Do you have anything on the restaurant?

Mr. Melloh: So still on the same page there, the restaurant through nine days stands at \$13,415, which is remarkable. They do daily averages and stuff like that, and they've only done one day which was less than \$1,000 bucks and that was at 983 and most of them have been \$1,300- \$2,000 range. I think that's good.

Mr. Dale: We went to Burger Night before we came to this meeting. It wasn't super packed as it's been in the past two weeks, but it still had a fair amount of people and people from diverse communities. I've started seeing people from Auburn Lakes and Bay Hill and Osprey, and all these different communities.

Mr. Carnesale: Well, basically, if you went before this before you came here, you were there early, number 1, and number 2, we're basically looking at a heavy raining day.

Mr. Dale: Yeah. Do you have anything you want to add onto that?

Mr. Melloh: No, but I guess one of the things that I have that I did pass out to you is just a sheet, and Michelle can probably expand upon, it's just a list of all the Facebook sites and web pages that we have as a unit now, which total about eight. Whenever we do have a situation where the golf course is closed, we still should send out a message probably to say, hey, the golf course is closed. The restaurant is still open. If we happen to close the golf course down, the restaurant is still going to be opened, and we want to be able to grow our business at the

restaurant. Again, that's a vision thing. Are we a golf course that has a restaurant, or are we a restaurant that's at a golf course? We need to grow beyond that because the last time we had a closed day, we only did \$74. I was talking to Jason before about some software that if you post something it will post to all eight areas at one time. Instead of having to log in to every single site to post the message. That's something that Eddie or Chris could do from the golf course. I think that we have to allow people to know that the golf course may be closed. We're not closing the restaurant at the same time.

Mr. Dale: I think the other component too, and I don't want to get into the weeds on this and I agree with you, but do you have access to the emails for the course? Do you have the capability to send out mass emails? You've gotten the passwords to be able to do all of that. Because I think that was another component of it. Yes, Facebook is nice. I'm on the same sheet of music as Dave on this one, but Facebook is at the end-all.

Mr. Melloh: Facebook is the one we're having trouble getting the credentials of, but you can still post on there.

Ms. Webb: Yeah.

Mr. McCarthy: Well, if you look up Very CDD, I'm following it. Wherever you call it. There are 758 people following. I couldn't find our Hook and Eagle tab.

Ms. Webb: Hook and Eagle has a separate one.

Mr. McCarthy: Yeah, I know.

Ms. Webb: Jenn governs Hook and Eagle.

Mr. McCarthy: Do you track if the 758 followers, they see something, like I do and I share it. I share to maybe 10 of my friends, who then share it and they can spread.

Mr. Dale: Yes. Where that comes from is when we post it initially on the primary CDD page, it will tell you ultimately how many times that was shared.

Mr. McCarthy: Okay. Because I don't have that number.

Ms. Webb: When I get into reports, a lot of that is following or how much the people are, that's how much conversation has went off of that website in a 30-day period. If you've got 29,000 people, whatever, that posted will come off on those sites based on what we've either boosted or just posted on general. Boosting definitely makes it better, but you are charged for boosting. That comes out of the budget for that as well.

Mr. McCarthy: I finally decided to follow the CDD and Hook and Eagle and now I know what's going on. It only took me two years.

Ms. Webb: I haven't quite gotten with hometown news for negotiating some cost factors.

Mr. McCarthy: But we're advertising in Viera Voice, your Hook and Eagle.

Mr. Dale: Which is the main one honestly.

## **FIFTH ORDER OF BUSINESS**

### **Marketing Report**

Ms. Webb: Tomorrow I have an eleven o'clock appointment with another person for them to at least agree to put us on their calendars. It might not be advertising for them or paying for them, but they're agreeing to put us on. We are branching out because I've noticed again, we were branching out earlier than two days before the event.

Mr. Dale: That is a big thing.

Ms. Webb: Which was a big problem and I kept saying we need to get up earlier because sometimes what he doesn't understand is the algorithms on Facebook. I might post something on today thinking that she'll see it tomorrow and it'll pop on her feed on Sunday. Doesn't mean it's going to hit her feed tomorrow just because I posted. It's based on algorithm on each person's Facebook page. I think that's why the burger party actually did a little bit better because he gave it to me a week and a half before, so we were able to put it out, get it out there, get it out on emails, on different sites. I've actually enjoyed some different groups, including Melbourne groups. When you join groups as a CDD or Hook and Eagle, you have to make sure that you're allowed to post advertising. You can't just join them and just post whenever you want to. They'll kick you off and they'll stop you. That's a lot of what I have to do, is when I'm researching sites, what will be beneficial for us to do. Advertising on any of the sites, even Instagram, you have to make sure that what you want to post is within their terms. I think burger night became successful because we got it a week and a half before moving ahead. I was able to get it out there and get it posted to where it was coming into people's algorithms before the event. We're now advertising for karaoke night, and St. Patrick's Day. That just went up. Now we got St. Patrick's Day going out, which is next Thursday, so it's coming out, and that makes a big difference in marketing. Not just putting out a couple of days before, especially when you're doing social media. We had that. Things that we're going to do too, we're trying to determine the market on Saturday. This would be the first one we ever have to cancel. The weather has been coming in

later in the afternoons in like 2:00, 3:00. That's dinner market, so I'm not going to make the determination until tomorrow whether or not we should cancel it. Most of my vendors are not wanting me to cancel it. We have nine new vendors coming. Right now we're about, still, at 40 vendors with the parks though, some type of thing going on. They're still some of our bigger vendors. We actually got a golf cart vendor coming and he wants to display his golf car. Golf now is doing a way better job now. She started posting regularly on the sight. I send her e-mails on every time I get stuff that makes sure that she gets that. We're having a lot better communication, so we see more stuff going on throughout the Golf now. The newsletter should go out March 15th. I also have a video to support the waterway area, which I did with Pete, so they understand the shelf that's being done, as well as what happened at Baytree. Now all I'm going to need is the newsletter. The Brevard Zoo April 9th is going to introduce a bug house and a mud kitchen to our playground. They're going to actually do a whole setup, and we want to set up a regular once a month relationship with them at the park as well. We did Eddie's bio, is that going out through email or just on the Facebook?

Mr. Dale: Well, the first thing, initial thing, we wanted to do is put it out on the website, we have a list off all the staff, but it's not there yet because Eddie was going to send it back or something. But then we can mail out.

Mr. Carnesale: I do have a request as the husband of the marketer that when we do get things that she has to prepare, they could perhaps type it out and not write it on the back of a napkin and mail it to her.

Ms. Webb: I don't know who sent that.

Mr. Carnesale: Well, Eddie wrote that down.

Mr. Carnesale: When it's written on the back of a napkin, she cannot do that.

Mr. Dale: The intention was not to send it to you and just say, here's what we got. What do you think? It needed to be word smithed.

Ms. Webb: Okay. We're also going to start trivia night at Hook and Eagle in April. We're looking at starting April 13th, Wednesday night. We're not sure if we're going to do it once a month or what we will start doing. Then also we are hosting an Easter egg hunt on April 16th at the park. We have been putting up stuff for that. I have four different meetings with different marketing. I have a radio station, he has some type of program that he does for non-profits and will try to squeeze us into that. I'm trying to see if I can get some real advertising for us in the



radio, especially for the golf course and Hook and Eagle. I have four meetings for some additional advertising for us, so hopefully they'll pull it off. That's what is going on in my little world. I'm still trying to start with the music at the playground as well, starting that department will be my next movement.

Mr. Dale: Just as an FYI, Jason, what was it? \$3,600 was the final bill on the annual newsletter?

Mr. Showe: Yeah. It was much less than what we were hoping for.

Mr. McCarthy: The front page on the top, Michelle, the for today was there's an art and craft show this Saturday at Wickham Park.

Ms. Webb: I know.

Mr. McCarthy: Is that going to impact us?

Ms. Webb: It is. That is what is going to impact us.

Mr. Dale: What was it that they had?

Mr. McCarthy: We had people canceling.

Mr. Dale: This Strawberry Festival or whatever it was, the last Market.

Ms. Webb: What happens is a lot of the bigger ones we have. We have very committed people, but when they're the bigger ones among the lots, that's where they would draw about their business from us. They want to go with the bigger audiences and the park has bigger events. We can't compete with that.

Mr. Dale: Some of them do choose to go with us because they would do pretty good with us.

Ms. Webb: The Wickham Park ones, it costs them \$100. Because the entry fees. So they have to see what their profit margin is. Will they pay \$100 and they are going to make more enough to cover that, or they're going to pay us \$25. Even with the last market, I wasn't thinking it was going to do very well. It absolutely did very good for some of them. But some of them aren't making it, they're not bringing products like some one lady was doing briefs. This is not something that you buy all the time. I know some of this is just people having to come out, try it out. I will say that a lot of our vendors are our bakery people, the honey guy that came last time. A lot of these people have followers that will follow them around the area. I have turned down, I think it turned out about eight above because I try not to duplicate.

Mr. Dale: Is that all?

Ms. Webb: That's all I've got right now.

## **SIXTH ORDER OF BUSINESS**

### **Supervisor's Requests**

Mr. Dale: Let's move on to Supervisor requests. Pete?

Mr. Carnesale: Okay. Basically, one thing would be very simple, and that's paper signs. The hours of the Hook and Eagle should be placed on their doors. Especially since they don't have the same hours every day.

Mr. Dale: My understanding it is on the front. They do have their hours, don't they? They did at one point in time.

Mr. McCarthy: When Chris is there, it opens at nine. When it's Shawn, she came in at ten. We can't have that.

Mr. Dale: But I'm just saying that we got hours posted on our website.

Mr. McCarthy: What are those hours? It's nine, isn't it?

Mr. Melloh: No, it's ten. I think when Chris comes in, she opens up early, she does do some business. I mean, I think it should be nine, but again, it's hard to dictate.

Mr. Carnesale: But if you have it at 10 and somebody comes in early, you don't get a negative report. If you have it listed at nine and nobody is there at nine-thirty to open it up you get negative comments.

Mr. Dale: Tim will you get with what you need Jeff and having put together something that's posted on the front door, please, and the backdoor. All doors.

Mr. McCarthy: All I know is I've been there the last couple of days and it wasn't there.

Mr. Carnesale: I already talked to Tim about... We already know that we've been requested to remove the rocks that are holding down our blue lake in the park.

Mr. Dale: No the insurance company recommended that, which I'm not in complete agreement with because once you do that there it goes to the blue lake because that's what's holding the carpeting down.

Mr. Carnesale: I've talked to Tim and asked him to check to see if he could get the same pieces, the brass items that you used to hold down the black surrounding pieces in a shorter version to just place around the lake to hold it down. They have flat bottoms and then rounded tops. They wouldn't have to be quite as long. If we can get a hold of those, we fix the problem. The rocks disappear. We'd get a rounded the top. So you no longer have the sharp edges.

Mr. Dale: Not all of them have sharp edges.

Mr. Carnesale: All I'm saying is that by replacing it with something else that doesn't have sharp edges.

Mr. Dale: Jason, is that a requirement on the insurance company?

Mr. Showe: It's a recommendation. They'll probably keep making that recommendation until changes are made.

Mr. Dale: Okay. But it doesn't cancel our insurance or anything like that. If we were to get rid of some of the ones that are perhaps a little bit sharper and keep the flatter ones.

Mr. Showe: I think if you're showing that you're trying to make recommendations.

Mr. Dale: You have anything else?

Mr. Bedwell: It looks like based on if the restaurant keeps the average going at the 31 days it's got now, it'll generate little over \$46,000, which is higher than \$43,000 which he came close to breaking even. He might break even this month. How does the pump out enough revenue out of that small kitchen to make a bonus? My employees quit when they didn't make a bonus. How long is this guy going to go without making a bonus is a question I have. You know him better than me. I don't know how you pump that much revenue out of that little kitchen. It's tough.

Mr. Dale: I've thrown on the table a couple of times, do you need an extra frier? Do we need more hood? And he keeps telling me no, not at this time. The offers have been on the table for him. I told him I would bring it up with the Board if he was looking for that.

Mr. Bedwell: I just know what happened to my managers when I didn't make the bonus, they left.

Mr. Dale: I agree with you.

Mr. Bedwell: That's enough of that.

Mr. Carnesale: He seems to be very price-conscious and Rob will agree with that. In some cases, I think he's too price-conscious because he's not looking at the other side of the equation in terms of just how much more can I produce if? I think that's the way it's got to be phrased when he's asked. Not just do you need?

Mr. Bedwell: I just have two concerns. How are going to pump more money out of that kitchen? Next one is when we do this budget, I think you may have touched it, this is the reserves that were done 2009. It's over 100 items. We have \$364 coming reduction and I think

we need to seriously talk about keeping some for reserve. It looks like they did a pretty good job. The only thing they're off on they assumed we were buying all the equipment. We lease some. But these are 2009 numbers and they recommend contributions that go from high \$400,000 then to \$500,000, then \$600,000, \$800,000, which means we can't produce that out of the golf course. My suggestion would be we have can come back and redo this again. I don't how knowledgeable the people will be.

Mr. Dale: Again, when I say self-sustaining, what I mean by that is the golf course should be able to take care of itself. That doesn't mean it has to take care of the entire community. That's not what it's designed to do.

Mr. Bedwell: When you get up to \$800,000, they came pretty close to estimating what the bulkheads would cost. You can look how many years on the roof and all this stuff. This is a way bigger number than what the golf course can produce. We have got to come up with some other way.

Mr. Dale: Did you, did you say \$360? I've looked at the number. I'm not as fresh on it. It was like six months ago that I looked at all the numbers. But you're talking about with the reduction, \$364. I'm going purely off memory from months ago, so forgive me a little bit, and this is going to be up for discussion and everything but my first initial take was somewhere in the neighborhood of around a \$100.

Mr. Bedwell: We came up with a \$100 because the \$100 we get is \$400,000 years plus what the golf course can do.

Mr. Dale: Would cover and not leave the community at the point where we're having to issue bonds for stuff in the future. So I think we're going to be pretty much on the same sheet of music on that.

Mr. Bedwell: I'll give this back to Tim, but it's interesting if you want. It's a very good company. Jason said they do a lot of this. Anyway. It's a big number.

Mr. Dale: I agree with you. We're going to be looking at having to retain some of that. I think homeowners will be fine if you just explain to them, Look, you're still going to get a cut. But the reason why we need to hold on to this portion is so you're not exposed to bonds in the future.

Mr. Bedwell: They will still come here and be angry, but not as angry if you do it in a year where you have to raise the assessment.

Mr. Dale: Actually, I think a lot of them if you provide them a reasonable explanation and how that is not money that's going towards the golf course, that it's going for their lakes and their preserves, then they're going to understand that.

Mr. Bedwell: The next one is a difficult subject. Michelle's contract. A lot of people showed up angry. I have got tons of emails from my friends, I've never seen so much anger. This original contract was \$1,200 plus any big projects and I was wondering why did you charge for farmer's market separately? Wouldn't it be better off to keep the contract and then charge for these big things outside of this list she had?

Mr. Dale: Some of that I can't address. It's a sensitive issue. But let's keep in perspective a lot of the revenue, the \$1,200, the farmers market is kicking a good chunk of that back.

Mr. Bedwell: To me should have been charging us for her time spent on farmer's market.

Mr. Dale: That is exactly what the second RFP going back to the original RFP meeting, I mean, I didn't stand in the back of the room and listen in on that. But they gave the initial costs, which I think was \$3,500. Then when you guys mentioned, hey, we want farmer's market, we want lifestyle activities stuff too, they said, oh, we could do that for an extra.

Mr. Bedwell: I don't remember this conversation. I'm going by the original contract which says additional fees may apply for large event planning such as golf tournaments, which I assume is farmer's market. But I don't know if she ever charges for any of these big events.

Mr. Showe: She hasn't yet.

Mr. Dale: She has yet, but it's a good idea.

Mr. Bedwell: Let me back up. We have got, and I have and I understand we are a small group, unfortunately, it's my friends. Very angry group of people. A better way to do it, I think is \$1,200 and she charges when she does things outside in this way.

Mr. Showe: All of those options are on the table.

Mr. Dale: Yeah. I think I can answer on that because it's not specific to her, but I would tend to agree with you. Yes.

Mr. Bedwell: I'm trying to come here and get the noise level down. If there is another way to do this, so we come here and have a nice meeting instead of all this anger. I am so tired of anger and anger and anger, it's depressing. I'm just throwing that out.

Mr. Dale: It does, it takes a toll. I get it.

Ms. Web: Just to tell you, yes, and I know that is a contract. I could totally charge you guys for hour fee and above and beyond because it is a contract but I am also live in this community. I don't want a lot of money being put in there but I also know that when we had a lifestyle coordinator position, and then now it's marketing. Now it's whatever you give me out of your good faith. There's a mixture. You're not going to go out and hire anybody to do what I do for you guys.

Mr. Bedwell: I know.

Ms. Webb: There is different things.

Mr. Bedwell: I'm just upset you haven't charged us for what you said in the contract.

Ms. Webb: Right.

Mr. Bedwell: I mean, you should have charged us.

Ms. Webb: If I actually don't do the charging of the hours I put into the farmer's market, it would cost you more than what I bid you out, and I didn't want to do that.

Mr. Bedwell: The people are angry, and I can't explain it. They think you're going to do the same thing with this price increase.

Ms. Webb: What they don't understand is that I give you guys 28+ hours on an 8 hour contract. We are getting busier.

Mr. Bedwell: Anyway that's all I have.

Ms. Webb: I know they don't understand. It is hard, it's my community too. I don't want you guys spending an enormous amount of money. Because I know it would cost you guys over \$60,000 hiring a marketer to do what I do. I try to come in and do it as much as I could without being outrageous and I think a lot of people don't understand the meetings. Trying to get the rates, trying to get donations, and trying to look at it in advance for you guys because now we have a nature park. You guys want to hire a full-time person for the park to maintain it. That takes time. People might be mad because maybe they don't understand what I'm doing, but I don't know how to explain it to them. It's not because I am his wife but I think that is of the issue. I'm doing it because I live in this community. I didn't charge them because I don't want it to be a huge expense. I spent about average probably 15 hours on the farmers market because it's constant. There are constantly people coming in, not coming in, coming in. I had to check background to make sure they're not just getting in the kitchen and coming up with baked goods. I want to protect you guys.

Mr. Dale: There are people that will be able to do farmer's market. There's a lot of arrangements connections and phone calls.

Mr. Showe: Maybe as an alternative, there is some kind of fee that we can agree to. What Dave was saying maybe there's an option of keeping the current contract and thousand a month for the farmers market all on monthly basis.

Mr. Bedwell: You've got to explain it better.

Mr. Showe: It is a different contract now than it was. The scope is increased dramatically.

Ms. Webb: Yes, because that was just putting those lifestyle coordination things. Now I'm marketing. I don't want you guys over exceeding expenses because I live in this community and I don't want it to be expensive.

Mr. Carnesale: This is just an opinion I believe that if you invoiced \$1,000, that would take care of \$12,000 in terms of the year and we wouldn't have to change the contract. At the same time, if you would work with her and get a list of people that might be able to help you as volunteers, that may be able to widen what you can cover. Because if they're really relieving you of some of this detail work, and you have specifics that each one's required to do, then that frees up some of your time to do more of the things that you really wanted to do in terms of expanding the market.

Mr. Dale: We're starting to run late and I don't think we're going to resolve all of it tonight.

Mr. Bedwell: If it's on the agenda next month, you're going to have to sell it. They go to this book online and they say you're going to do the same thing. But what mainly was in this book was what you originally were going to do except the new contract is at \$2,500.

Mr. Showe: I think if the Board's amenable with that approach, then there doesn't even need to be a new discussion on a new contract at all because it's essentially operating within the scope of, the original contract, and the Board's already approved that contract.

Mr. Bedwell: Don't get me wrong, I want you to get paid for what you're doing. I'm not trying. If it gets too expensive, folks, another option is we go to once a quarter for the farmer's market instead of monthly.

Mr. McCarthy: Jason, Rob shouldn't be in here. No offense. With this conversation going on. Am I right, am I wrong?

Mr. Showe: There's no vote.

Mr. McCarthy: It's not the time to talk about it. I'm trying to take care of him.

Mr. Dale: I didn't think we were going to start getting into it.

Mr. McCarthy: I know, it's the wrong time to talk about it.

Mr. Dale: That's why I wanted to shut it down there.

Mr. McCarthy: We should actually leave it. Jason, if the board is agreeable, could you publish that entire article that goes on the site?

Mr. Showe: Sure.

Mr. McCarthy: That would be a good thing to do to get that information out. Then lastly, Mr. Melloh, enjoy your vacation, have a great time with you and your family. You deserve that. We appreciate the work that you've done here.

Mr. Melloh: Thank you. I'll be out of the country.

Mr. McCarthy: Tim, let's hope you can get back into this country.

Mr. Dale: I only have one issue I'm going to keep it short, but most of it I'm going to get with you after the meeting sometime Tim. Basically, I see this as a good brainstorming session for two young pros. But you guys probably know him. I don't know him, but I received the most constructive email I've ever received from a gentleman named Joel Dodds. It was interesting because he threw out a bunch of ideas for slow play. I haven't had a chance to write him back yet, but it was some very constructive stuff. He was talking about utilizing incentives and those kinds of things. I thought it was very constructive. I don't claim to have all the answers on it, but I did think that this might be a nice project for two young pros to put their heads together and maybe come up with some incentives to help groups finish under four hours. They can make an incentive-bases, the gist of what the emails were. We'll talk about it.

Mr. Bedwell: Rob let me give you my quick with all my ears. Slow play. VEMA, this two-week tournament we're playing the two man team, you and I are playing, We're playing, if we win we win \$70. That's all you have to know. There is slow play.

Mr. Melloh: Did you say \$70,000?

Mr. Bedwell: Seventy dollars. Tim, you know what I'm talking about.

Mr. Dale: Seven thousand pennies, is that what they're going to win?

Mr. Bedwell: Just the time goes.

Mr. Carnesale: I got you. Well, the other piece is that when you're talking about slow play, all you need is one slow play. The next one is slow play. The next one is slow play. You



can't really penalize the fifth slow play. Because the one in front of them, they're waiting for them to move.

Mr. Bedwell: You can solve it by saying, "Hey, why don't you guys just go play for fun?"

Mr. Showe: But the thing that was nice about it though is it was a very constructive email and it was nice pinning the constructive one. Maybe they put their heads together to come up with some ideas, but it was just nice getting something constructive. I'll leave it at that. Tim, anything else?

Mr. Melloh: No. I have nothing else.

Mr. Dale: Alright, motion to adjourn?

## **SEVENTH ORDER OF BUSINESS**

## **Adjournment**

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

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Secretary/Assistant Secretary

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Chairman/Vice Chairman

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, April 28, 2022 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
Michelle Webb	Marketing Director
Jeff Spencer	Restaurant 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: We received two Request to Speak forms. As usual, we will ask that you please state your name and address for the record and please keep your comments to three minutes. First is Ms. Mary Ann Ferrara.

Resident (Mary Ann Ferraro, Fawn Ridge): Ms. Mary Ann Ferrara, 6840 Raccoon Court, Fawn Ridge, Melbourne, Florida. My comment tonight is that everything in that park, since pre-

park opening to now, has been absolutely terrific except for one of two things; the parking. When you tell people that there's parking across by the church, their comments are, *"Oh, I don't want to cross the road."* As I sat down, I came up with what I thought. I just spoke to Michelle. Could we have signs saying, *"Caution Construction Ahead"* or *"Caution Event Ahead"*? That might help people feel more comfortable crossing if they have to over by the church. It works when you see a sign saying, *"Road Construction Ahead Caution"*, and I just thought that if we put up some signs that said, *"Caution Event Ahead,"* that might be a big help. The only negative comment that I hear from the park is that the events are great, but the parking is bad.

Mr. Dale: Thanks, Mary Ann.

Mr. Showe: The next one is from Ms. Jennifer DeVries.

Resident (Jennifer De Vries, Durban Court): Ms. Jennifer DeVries, 2116 Durban Court, Rockledge, Florida. I actually have questions and I know that you can't answer them during the comment period, but if you feel so inclined during the meeting, that would be great. My first question is, a lot of us elected you because we were opposed to getting the bond, but we got the bond anyway. What I'd like to know is how much of the bond money we've spent. If we don't spend all of the money, can that money be used to pay off the bond or lower our taxes at all? That's one question relating to the bond. The second one is, there seems to be a misunderstanding among some members of the community, that the bond is increasing the revenue and the profit of the golf course. I know enough about accounting and operations to realize that the bond is debt, but I wondered if you might clear that up for some people about the difference between operating expenses and the capital investments that came from the bond and how those get accounted for separately. Question number 4 is, I've also seen some comments about the accounting and maybe we should clarify. There were some mistakes on the accounting that basically had to be cleared up and I'd like to clarify who does the accounting. Who does the bookkeeping for the CDD? I think that's it. Thank you for everything that you do. If in the normal course of business or minutes, you can answer those questions, I'd appreciate it.

Mr. Dale: Thank you. Do we have any others?

Mr. Showe: Those are the only two Request to Speak forms that I had and we can open it up for any members of the audience who'd like to provide any comments.

Mr. Colasinski: I have a question regarding the agenda. We have two residents here that had an understanding that there was going to be a discussion about midges at tonight's meeting. I

don't see it on the agenda. Were we planning on talking about that tonight? If we're not going to address it, then we can let the vendor go.

Mr. Dale: Since they took the time to come out, we'll take the time to address the status or something along those lines.

Mr. Melloh: Yeah. I was going to do that in my General Manager's Report to update the Board on the meeting we had.

Mr. Dale: I tell you what, let's close the public comments and let me go to a couple of items really quick. Mary Ann, let's talk after the meeting. What you asked was a much bigger question than you know. I assume that you're talking about during the Farmers Market, primarily.

Resident (Mary Ann Ferraro, Fawn Ridge): Every day.

Mr. Dale: The only time we have an agreement with the church is during the Farmers Market. It's really a bigger issue. I don't want to spend the next 20 minutes on that one, so I'll talk to you about it after this.

Resident (Mary Ann Ferraro, Fawn Ridge): The crossing by the church was for the event.

Mr. Dale: Tim and I were talking about that today that we're very happy to see it. It's stunning how popular that park is. I mean, literally every day, almost any time of the day, that playground is filled and the dog park is filled. It's a blessing, but holy cow, we didn't expect that. Addressing Jennifer's issues, will you please address what the bond amount left is, where you can find that information, the accounting and I'll touch on the revenue issue?

Mr. Showe: Sure. A requisition was added late, but in any agenda where there's a requisition, we include a tracking sheet. I've actually updated that tracking sheet and I'll send it out to the Board after the meeting tonight, especially since we're going to update some projects. By my accounting, with the information that we have with the requisition today, we've spent about \$2.25 million. Now they've approved \$3.8 million, which was for the irrigation project. We track it in different kinds of buckets. To your point, none of that goes into the accounting or the General Operations Funds at all. It's a separate account. It's all handled separately. This Board doesn't even actually have access to the account other than to approve expenses. There is a Trustee that holds those funds. So, they're separate, distinct and they don't go to the General Fund. GMS does the accounting, but we also require a lot of assistance from Tim's on-site staff. This is one of the most complicated Districts that we have and sometimes things just get put in

the wrong place. Tim and his staff pull documents. Our accountant from our office puts the items together and sometimes they just have to reconcile and make sure that things were in the right place. Those always happen and always get corrected. It's also good for the residents to know that, per Florida Statutes, we're audited every single year. So, there is an independent auditor that, beyond all of that, goes through the documents to make sure that we're accounting for things properly. Sometimes they create corrections too because they have a different interpretation of how things should be spent or in what categories.

Mr. Dale: I want to add an addendum to what you said, Jason. One of the things with the revenues that was brought up, I've heard comments and I've seen comments in social media that conflict the issue. I'm trying to be polite about this, but it mostly comes about when we're talking about the \$452,000 in revenues that the golf course generated this past year. I've heard the comments. The first one that I thought was amazing was, *"Oh, you didn't really make that,"* but all you have to do is look at the capital reserves and you can see where we moved \$450,000 over to capital reserves. The other part of it is, I've heard the comment that it's the bond that enabled that to happen. Well, when I hear that, that just shows me that somebody doesn't have much of an accounting background because you kind of hit the nail on the head. It's a difference between capital accounts and operational accounts. The money that we made during the year was through the operational account. Actually, it's ironic that you mentioned the \$2.2 million on the bond, other than the \$700,000 roughly on the bulkheads.

Mr. Showe: There are two major things; the bulkheads were \$720,000 approximately, and with the requisition tonight, we're going to be at about \$870,000 on the irrigation system.

Mr. Dale: For the irrigation, but that's new money we've just started spending.

Mr. Showe: Correct.

Mr. Dale: That had no impact on the profitability of the golf course last year. That was done through budget cuts and through revenue, from thorough hard work, from the Golf Course Manager and staff.

Mr. Showe: There's also some perspective and I think Tim can attest to it. Even though we're doing a new irrigation system, that doesn't mean that Tim hasn't been repairing what's out there now when those issues come up. So those repairs are still occurring.

Mr. Dale: Exactly, but that's not out of the capital account. It's out of the operational expenses of the golf course. The golf course made \$452,000 last year net revenue profit.

Mr. McCarthy: Operational profit.

Resident (Jennifer De Vries, Durban Court): Got it.

Mr. Carnasale: You also talked about the bond itself still being in existence.

Resident (Jennifer De Vries, Durban Court): Yes.

Mr. Carnasale: Okay? The thing you have to remember is that the bond we were stuck with and that was passed by the previous Board, was a much smaller bond than what they were projecting. Okay? That happened because of the challenges we were having. We had the legal challenge that Rob was part of.

Mr. Carnasale: Okay. There was another legal challenge that followed that. The second legal challenge in order to get settled, was because they wanted it settled before the election. They basically agreed for the reduction in that bond. So, yes we have a bond and we're using that bond the way it's supposed to be used for capital expenses. Okay? It's a lot smaller than what would have happened, had the other one gotten through and passed. It also means that basically, no, we will not have an increase in taxes because of it, because the bond that will expire, will be larger than the one that's going into effect.

Resident (Jennifer De Vries, Durban Court): So, we have two bonds?

Mr. Dale: I don't want to get down that road right now because the Board hasn't heard anything on that.

Mr. Showe: But I do want to bring up the last question. I'd be happy to answer it for you.

Mr. Dale: You can, but I'd strike that last word.

Mr. Showe: When the Board says, "*We're done with projects,*" any funds that remain in the project accounting, if they choose, they can redeem that against the bonds. Then whatever assessments are remaining would be reduced proportionally by that same amount. So that's an option the Board has when they're done doing all the capital projects that they choose to do.

Resident (Jennifer De Vries, Durban Court): Thank you.

Mr. Colasinski: There were some capital projects that were absolutely necessary that the bond is taking care of right now.

Mr. Showe: Given the current market. If I had to make a recommendation, you may be better hanging onto the money, cheap as it is. That's obviously an option the Board also has.

Resident (Jennifer De Vries, Durban Court): Can you use it to pay down part of our assessments?

Mr. Showe: They can't pay down your assessments. They can use it to redeem against the bonds itself. They can't pay down the General Fund. They can't move it, but they could redeem a certain amount. We would do a new methodology that proportionately gives that refund essentially back.

Resident (Jennifer De Vries, Durban Court): Okay. Thank you

Mr. Dale: There will be discussion over the next couple of years that we're going to have as we go through.

Mr. Showe: The cost for things keeps going up.

#### **FOURTH ORDER OF BUSINESS**

#### **Approval of Minutes of the March 24 2022 Board of Supervisors Meeting**

Mr. Showe: Next are the approval of minutes from the prior meeting. Are there any corrections?

Mr. McCarthy: I have a couple of things, Jason.

Mr. Showe: Sure.

Mr. McCarthy: On Page 13, when I was interviewing Michelle, I said, "*As I mentioned a month ago, I would not support the \$30,000.*" On the bottom of Page 13, where I was talking about the rounds in 2003 and 2004, which were around 66,000, "*the grades*" should be "*the greens.*" Thank you.

On MOTION by Mr. McCarthy seconded by Mr. Colasinski with all in favor the Minutes of the March 24, 2022 Board of Supervisors Meeting were approved as amended.

#### **FIFTH ORDER OF BUSINESS**

#### **New Business**

##### **A. Consideration of Proposal with Macik Builders for Clubhouse Repairs - ADDED**

Mr. Dale: I had a discussion today with Joe and shared some concerns that I had with him. That is essentially the reasoning behind the new contract. For the new contract, instead of all of this Phase One and Phase Two stuff and worrying about where we're going to spend the money, I said, "*Look, 300,000 is the amount that we're able to do without doing an RFP. Where are we at, if we were to do all of the items?*" He originally shared with me that we were at \$280,000, but then there was another issue or two that I had to throw in about lighting. We now

have the final version that he fired off late this evening where we're at about \$298,000, which I think is where we're at. So, the \$298,000 as I understand it, is what I would refer to as, *"fix the broken stuff on the building."* Steve, I don't know what you would call it?

Mr. Colasinski: I would call it external infrastructure updates.

Mr. Dale: But we're talking about roof, soffit, facial and gutters.

Mr. Colasinski: Lighting.

Mr. Dale: Lighting and all of the wood rot damage that we have on the building, which I think is fairly substantial. This almost isn't a *"nice to have."* This is almost a *"we really need this."*

Mr. Colasinski: Bond money is paying for this. It was one of those necessary updates.

Mr. Dale: Right. It did come under the \$300,000 for a Request for Proposal (RFP). I've said my piece on this. I'd love to hear from the Board. What are your thoughts?

Mr. Carnasale: The only thing that I got, was a couple of questions in reference to the wording that's in here, things like needing HOA approval, which we don't get involved in. Basically, this has to go through all of the lawyers anyway. So, they will have to review it and make sure that it's in conjunction with our agreements. In general, I like it. I like what has to get done. I like the work that has to be done. Just the format, basically has to change so we can get it into the format necessary for your passage. I would vote for it and give the authority to Jason to get it to the attorneys.

Mr. Showe: If I could just talk about some of that quickly, if the Board is inclined to move forward with this, I'll just make a couple of statements so it's clear for the record and for all those folks that are listening in to the meeting. Your District rules say that any contracts for construction or improvement of any building or structure follow Florida Statute Chapter 255.20. It references that if you're making a modification to a publicly owned building that's under \$300,000, it does not need to be publicly bid. So, hopefully, that will help some of those folks who may have concerns about that. The second thing is, obviously, we did send this over to the engineer, so I like to have him just take a pass at it to make sure there's nothing in here that he has concerns with before it's finally executed. Our attorneys would also draft up a front-end document that would also lay out all of the insurance provisions, warranty, etc. If the Board is inclined to move forward with it, we will also recommend that you essentially approve



Requisition #91 as well. That way, when all of those documents are finalized, we can give him the 10% he's asking for to start the project, so that we don't have to bring that back to the Board.

Mr. Dale: Let me touch on that. That was one of the big concerns that I had, which is why I reached out to him today. Because it states 10% and then as soon as the contract is executed, there's another 40%. So, basically, we will have given him 50% upfront before he steps onto the property. I addressed that with him. I believe he has that in the contract to change. The reasoning behind that is that has to buy all of the materials and he won't have to do that out of pocket.

Mr. Showe: Yeah. I think if you go to *Permitted Payment Terms*, this one is far better, I think. That was one of the things the engineer initially pointed out with the first contract, that you would be paying 50% before he even steps foot on the property. I think this layout is far more advantageous to the District.

Mr. Dale: I wanted that addressed. There was another item in the original version about us obtaining insurance. I said, "*Look, just handle that on your own if you can.*" I think that would be much simpler. We managed to get that stricken. Then I had a discussion with him about the tiles. I wanted to make sure that we were getting the top-of-the-line Owen's Shingles, not something that was mid-grade that we were going to have to replace in 10 years.

Mr. Bedwell: I don't understand the stucco. Are we covering concrete block?

Mr. Dale: No, that is where the wood fascia is right now.

Mr. Bedwell: It says, "*The entire exterior, including ceiling of breezeway and portico.*"

Mr. Dale: Right. He's doing new soffit.

Mr. Bedwell: I understand the soffit.

Mr. Dale: Then there is the fascia on the side and the fascia on the columns where it's rotting out. That would be repaired in the manner that he identified. I don't want to pretend to be an expert on that.

Mr. Bedwell: You're talking about stucco?

Mr. Dale: Well, the stucco over those areas, yes. But I believe there's aluminum.

Mr. Bedwell: What color is it going to be?

Mr. Dale: In terms of paint, that's not part of this process. I did ask that question. It takes stucco at least a month to cure because of the alkalinity. He said what you want to do is to let it cure and then have your painter to come in and paint it. We can paint it however we want.

Mr. Bedwell: Okay.

Mr. McCarthy: \$298,000 is a lot of taxpayer money. I would like to see us put it out to bid, maybe issue an RFP. I know nothing about this man. He may be the best current contractor in Brevard County, but you might be able to get someone to do it for \$20,000 or \$25,000 less. So, I think that's something we should think about. I wouldn't be in a hurry to just run out and spend the \$298,000. I want to get some additional prices. Previous Boards and this Board has always been very good about comparing things. We did that with the engineering. When I was the Chairman of different projects and so forth, we always did it that way. We're carte blanche. Just giving it to this man is unacceptable. His work was very good in terms of the written documentation. I read it several times. It's very well-written, very clear and very concise, but I'm uncomfortable paying someone \$298,000 without having a bid process.

Mr. Dale: I understand.

Mr. Carnasale: Now, my problem with putting it out to bid is the time lag when we're looking at a 9% or better or a double-digit inflation period. I would think that as a result, the answers that you'll get back, will be substantially higher regardless of who you get because of the fact that inflation will affect all of their businesses.

Mr. McCarthy: But we don't know that Pete. That's up in the air.

Mr. Carnasale: I'm just saying that we do know that the inflation rate is and if we postpone, we're going to pay much more for materials.

Mr. McCarthy: Peter, to your credit, you brought that up about six months ago.

Mr. Carnasale: Yes.

Mr. McCarthy: You were 100% right, but we don't know where it's going to go. It may go up or it may go down.

Mr. Carnasale: It looks like it is up and it seems to continue to go up.

Mr. McCarthy: Yeah.

Mr. Carnasale: When we look at the trajectory now. That does not mean it's not going to level off. It does not mean it might not come down.

Mr. McCarthy: We don't know the future.

Mr. Carnasale: That's an unknown, but if we historically look at the projections that are out there now, the postponement of any kind of a project right now, is going to raise the price. Unfortunately, our dollars are consistent to match what those prices are going to go up by. Steve?

Mr. Colasinski: Yeah. The builder has actually been around for quite a while. The person who runs it now, a gentleman named Mr. Joe Messick, his father actually ran the company before him and Joe has taken over the company. They have been around for over 25 years in Brevard County. They actually have an office on U.S. 1 in Rockledge. The other thing with timing that I think is important too, we're trying to get the work done in a timeframe that has less impact on the operations of the CDD, both the restaurant and the golf course. A timeframe where we have less activity is in the building and outside the building. That was one of the significant reasons for trying to go with somebody who could actually commit to the timeframe. If we go out for RFP right now, it will probably be about six weeks before we could come up with another decision. That takes us into mid-June. Then by the time we get things going, materials and so forth too, because no one else has even looked at this yet and understand what materials we need, they don't know whether or not they can get the materials also. So, we've got a commitment on this with this particular contract.

Mr. McCarthy: I wish we had done it where we opened it up to bidders in retrospect. That's easy for me to say, but I think I would've been much more comfortable doing it that way. But okay, I get what you're saying. Does anyone know this man?

Mr. Colasinski: I happen to know that in our neighborhood he has a very good reputation because he's worked on a number of homes. He's also worked on our home too. I'll be honest about that. The work that he's done was done very well and on time. In our home, for instance, he did the insulation of a natural gas generator. He also did some remodeling and subsequently painting and some electrical work as well. There are other people down the street, that had work upwards of \$250,000 in their home done by his company. The people on the street that have had it done, have all been very satisfied with the labor and the efforts. That's the part of the recommendations behind that.

Mr. McCarthy: That's a good thing.

Mr. Colasinski: It's not just me. It's also neighbors on our street that recommend him as well, that would stand behind him.

Mr. McCarthy: We're in a difficult situation.

Mr. Dale: Paul, I want to echo some of your concerns because they're very legitimate concerns. Actually, I had a lot of the same concerns at the beginning, looking at the numbers every day. You asked the question. I had no professional, no personal dealings with the man. All

I know is that he came to the Board and offered the package. What is leaning me towards voting for this, is the discussion two weeks ago, when he came and talked about replacing the roof. I have commercial property and happen to know what it costs to do a 10,000 square foot building because we're shopping that around right now. Actually, I was stunned because we have a 40,000 square foot roof. His costs were roughly, as I recall, about \$110,000 or something like that for the roof, which surprised me. I thought that was more than reasonable, but I did have some concerns. I think some of the things that Pete and Steve just brought up about timing and everything, is making me lean towards this, coupled with doing a little bit of online research, looking at Google reviews and looking at what people say about Messick Builders. That's helped me with my decision. I think he's in line. If we were to go through an RFP process, I don't think we would be looking at much different pricing. In fact, what he shared with me today is his primary motivation for doing. He isn't making a ton of money off of this and he's hoping that improvements made by Messick Builders, the signs around the clubhouse, will entice other homeowners to come to him. That's what he shared with me.

Mr. McCarthy: Okay. I appreciate that.

Mr. Dale: Yeah. Normally, I'm with you and want to go out for an RFP, but in this case, I see everything we're doing with the golf course, with the irrigation and everything. Everything is going to be a mess and I'd rather it all be a mess at once as opposed to spreading it out over a year.

Mr. McCarthy: Okay.

Mr. Dale: Is there anything else?

Mr. Carnasale: The payment terms. Basically, the 10% I have no problem with. I don't have a problem with the 35%, if that incorporates all of the materials that he needs for the entire job with the money that he gets at that point.

Mr. Showe: Well, there would just be one payment. He estimated that's what he needs to purchase the materials.

Mr. Carnasale: Yeah, but I don't want him coming back at us and saying that he needs more money because he had to pay more.

Mr. Showe: That will be laid out in the contract that the attorneys will draft.

Mr. Carnasale: I don't have a problem with this as long as it's very precisely in there that it covers all materials.

Mr. Dale: That's part of the reason why I had the discussion with him today. That was my concern.

Mr. Carnasale: Okay.

Mr. Melloh: I have a couple of things if you don't mind.

Mr. Dale: Sure. Absolutely.

Mr. Melloh: I believe that provision 0202 Demolition says, "*Personal items will be removed from the work area by others,*" I talked to Joe on the telephone today.

Mr. Dale: Okay.

Mr. Melloh: And confirmed with him that there are no expectations that we remove them out of the clubhouse into temporary quarters or anything like that and that he's very willing to work around our operation. My biggest concern that I expressed to him was that I have 80 golf carts, lots of private-owner golf carts and I got roofing nails coming off of that roof. I just don't want to be plugging tires and things like that. I told him I've been through a lot of construction, renovations and clubhouses before and I know that it's a very difficult job for them, but we need to still work around that since we have people coming in and out of the building and in and out of the restaurant. He knows that and says that he already discussed that with the subcontractor, so I felt very happy about his answer to that. The other thing I had is I just wanted to clarify, because I know you have been speaking to him in further detail, but under stucco. it includes all gables on the roof, the columns, and the perimeter of the clubhouse, but it also says that they are doing the exterior walls, all the jagged edges of the masonry brick or block that was going to be filled in. That's quite a bit of stucco. It's not just the columns and the gables, but it does say, "*Provide and install stucco finish to exterior walls and building in a three-coat system with skip trowel finish.*" In the beginning, I thought, well maybe they were going to do just the soffits and the columns, but it does say that they are doing all of that. That's good. It will give the clubhouse a different look. Then we will, as you had mentioned earlier, under separate cover, have them determine not only shingle color, but what colors we paint all of that.

Mr. Dale: Right. I just texted that question to him.

Mr. Melloh: Okay.

Mr. Showe: It also says that we get a 2% discount if we don't pay by credit card.

Mr. Colasinski: That's correct.

Mr. Dale: We will not pay by credit card.

Mr. Colasinski: That's close to a \$6,000 discount.

Mr. Showe: Absolutely.

Mr. Dale: We'll see if I hear back, if he texts back.

Mr. Colasinski: I think there's also significant electrical work being done. I know the one area outside of where the carts are parked right now, we wanted to have some illumination for the employees that are work in the restaurant. When we get into the tail end of the year, November, December, it won't be lit at night. We have some solar lights there, but it's not adequate. So, we want to have some lighting there more for security.

Mr. McCarthy: It's good to have light.

Mr. Colasinski: Yeah. That was one of the items that's also in this contract.

Mr. McCarthy: Good.

Mr. Dale: Is the work by the pro shop?

Mr. Melloh: Just the walls of the building where there's masonry block. That masonry block has a jagged edge to it.

Mr. Colasinski: Except in the area where the restaurant's storage is because of the pipes.

Mr. Dale: He's aware of that and that's perfectly understandable.

Mr. Colasinski: Sure, because you can't do that. It's impractical to do that.

Mr. Dale: Not masonry. It may be gypsum board.

Mr. Melloh: It's hardy board. Weren't you under the impression that it was the wall and everything?

Mr. Colasinski: Yes.

Mr. Melloh: When we had our walk around, we were talking about filling in that stone.

Mr. Colasinski: So, we'd have to put some board on the outside of the current block and then put stucco on that board.

Mr. Melloh: Okay.

Mr. Dale: Let's see if he comes back with something. Do we have any other business? We'll make sure that is clear in the contract when the attorneys are drafting that up. Is there any other discussion on the issue? It would be for the entire building except the restaurant storage area. Alright. I'll entertain a motion for approval.

Mr. Showe: If the Board approves it, I recommend a motion to approve staff to work with District Counsel to draft up the contract, and also for the Board to approve Requisition #91 in the

amount of the 10%. So that when that contract's executed, we can immediately have that check available for them to start the process.

Mr. Colasinski: So, it will be approved with clarification that that the check is not available till after the contract is executed.

Mr. Showe: Absolutely. It won't be provided until after the contract execution, per the agreement.

Mr. Colasinski: And the attorneys take a look at it.

On MOTION by Mr. Colasinski seconded by Mr. Carnasale with Mr. Dale, Mr. Bedwell, Mr. Colasinski and Mr. Carnasale in favor and Mr. McCarthy dissenting, authorization for staff to work with District Counsel to draft up a contract with Messick Builders for the clubhouse repairs and approving Requisition #91 in the amount of 10% of the project was approved (Motion Passed 4-1)

**B. Consideration of Proposal with Landirr for Driving Range Tee Renovation - ADDED**

Mr. Showe: Tim, do you want to go over the Landirr proposal?

Mr. Melloh: Yeah. I guess whether we want to or not, we are going to enlarge the driving range tee, laser level it and re-spring it with the tipped-up front as we discussed at a previous workshop or Board meetings.

Mr. Dale: Because of the fact the Landirr is out there right now.

Mr. Melloh: Yes. Being that he is onsite already. It is also due to the fact that if we don't do it, at a later date, we will have to redo the irrigation there. Now that they know we're going to do it, they will lay out the irrigation properly. We will be able to get rid of a lot of that, most of it, not all of the crown grass that's planted there. We would shape the area from the back where the crown grass is to the front where there are drains down the front.

Mr. Colasinski: So, we will be grading from the cart path down to the front of the range.

Mr. Melloh: Yeah, a 1% grade there.

Mr. Colasinski: Because there was that puddle problem we had before.

Mr. Melloh: When Mr. Dave Bell came out, we talked and showed him some things about where and how we want to approach moving the starter shack to alleviate some of the congestion there, maybe concrete in some of the area that has the crown grass now. So, we came

up with a couple of ideas. When you guys are out the next time, I'll show you what we're talking about.

Mr. Dale: Would you be able to give a rough estimate, if it was not approved, of what the project would cost us to do at a later date? Would you say an additional \$3,000?

Mr. Melloh: I really can't give you an honest answer on that.

Mr. Showe: Just to give some perspective, the mobilization on the irrigation project was \$52,000. So, there would be some cost of just getting them out here with the equipment at a separate time.

Mr. Dale: The reasoning for my asking that question, is this is another issue where we're not doing an RFP, but there's significant reasoning behind moving forward with the project.

Mr. Colasinski: It's the timing. The cost-saving is based on timing.

Mr. Melloh: To give you a common example of the process, as they go through, they are going to cut and fill and enlarge the actual area. Then at a later time, they will come in and laser level it. Then there's another section of time when they are going to need to lay a truckload of sod around the ring. Then they will actually sprig it. The luxury that they have is that they can do these bits and pieces as it fits into the irrigation and they can say, *"Okay, today we're going to be waiting on some valve fittings to come in."* In other words, if they were to mobilize, they have to do all of what I just explained. It could be a crew that's going to take them 10 days to do that and then they have to house them separately.

Mr. Dale: I'd estimate it will probably be double the cost of the project from what I'm looking at, if they have to do it separately.

Mr. Showe: Just mobilization at least on the irrigation project is \$52,000, so there are probably significant savings.

Mr. Colasinski: It's still a significant portion of what it would cost.

Mr. McCarthy: Tim, if we go forward with this, I've been told that it's loaded with rats, mostly by the starters and the guys who work around there. I've never seen any rats in there. Is it true that there's abundance of rats in there?

Mr. Melloh: Well, there are probably going to be banana rats, but they are all over the golf course, inside the palmetto bushes and stuff like that. I'm sure that there are a few in there. Once in a while, I think maybe twice since we've done it, I've seen one go running across, but that's common of most places.



Mr. McCarthy: Is your plan to take those bushes out?

Mr. Melloh: Mr. Jim Muller, our Superintendent and I talked about a lot of the stuff. Jim wants to blow all of those plants out of there.

Mr. McCarthy: That's good.

Mr. Melloh: Just like we all do, we want to make it nicer.

Mr. Colasinski: I think you were actually looking at extending the range all the way back to the cart path. Right?

Mr. Melloh: Well, back to the Palm trees that are in there.

Mr. Colasinski: Alright, because those are worth keeping.

Mr. Melloh: Then, we're talking about putting concrete in around some of the Palm trees to alleviate some of the congestion there. Then we are actually going to move the starter hut down to be even with the tee. I can explain this all to you later, but they would be concreting that in and making it so when people are coming from the #9 tee back to the clubhouse and from the clubhouse back to #10 tee, there is no interference with the people going down to start. That's the number 1 goal there and I think we have a good plan for that. While I was there, we got the whole front 9 measured out as far as what we need. Mr. Dave Bell is getting us a bid on the concrete.

Mr. Colasinski: The other thing with the driving range is that it also provides a significant source of revenue for us. We made \$90,000 last year off of the driving range and I would imagine this year we'll probably make even more.

Mr. Melloh: We're heading towards \$100,000 this year. So, it's moving in the right direction.

Mr. Colasinski: There's a definite ROI on that investment, especially if we make it larger. After burger night, I saw a family out there on the driving range. There were three girls on the driving range. They liked that the range was going to open up till 7:30 p.m., but they really liked what we have out there too. They said that they would like to come out in the evening and so forth. They had their range token, so they were all set to go.

Mr. Melloh: It was very nice. I know Jeff and I spoke about this earlier, but it's not unheard of to even provide some food and beverage (F&B) service out to the driving range tee. You could occasionally have a server out there asking, *"Hey can I get you a bucket of beer or something like that and maybe some balls."* It's going to make it much nicer. The good thing is

that it will be larger and level and all of the space can be utilized. Then we use this new turf called TifTuf™. It's going to look awesome out there. If it's not already the nicest driving range in the county, it definitely will be.

Mr. Colasinski: Looking around I think it is.

Mr. Melloh: And the longest.

Mr. Colasinski: It has many attributes, actually. First of all, there's never any mats out there. Secondly, I think the width and the depth are outstanding compared to other ranges. Duran has problems with their depth on their range as far as from where you can hit in front to the back.

Mr. Dale: I do have a slight problem with it though, and I'm glad we're fixing this because I went out the other day hitting a bucket of balls, and I do believe it leans to the right a little bit. Because every time I would hit a ball, it would move to the right.

Mr. Melloh: Once it is laser level, you'll probably get a nice little draw on the ball. I'm positive that's what it is.

Mr. Colasinski: My point though is that we have a pretty good return on investment (ROI) with that driving range.

Mr. Melloh: Yeah. I got to believe that. I know we're going to talk about this at probably a different level, but in speaking to Mr. Mike Hogan, our Director of Instruction, he would be tickled to death to move his operation to the back driving range tee if there was parking back there. I know we're going to talk about that at some point in time.

Mr. Dale: Since we're on the issue.

Mr. Melloh: Okay, if you want to bring that up.

Mr. Dale: I think the only thing that's holding this off on the parking discussion is part of that right-of-way (ROW) is owned by the HOA.

Mr. Melloh: I didn't have enough time on it. I'm on the phone constantly, but I do have that as a priority to find out.

Mr. Dale: I would like to think that they'd be reasonable to work with.

Mr. Melloh: But again, the area we're talking about now is an area where we're dropping pipe off and it's being utilized. I talked to Jim, our Superintendent again, about that today and said, *"The idea is that the perfect driveway for that is going to be where we're breaking up the concrete, bringing the trucks in with the pipe anyway."* Landirr was going to prepare that so he suggested instead of fixing the sidewalk, we have three truckloads of coquina or something to lay

down back there for cars to park on. So, the only other issue was to find out from Brevard County if there's anything that they need from us.

Mr. Colasinski: We may have to get Mr. Robert Robb involved to look at.

Mr. Melloh: Well, I plan on doing that.

Mr. Colasinski: Thanks.

Mr. Melloh: Even though it's a county road, it's like a driveway.

Mr. Colasinski: There's some puddling that occurs out there in the rainy season too and it's a little low.

Mr. Melloh: We might have to drop a pipe down.

Mr. Colasinski: Yeah. Just let Rob take a look at and see if there's anything he can do.

Mr. Melloh: That is what our engineer is for. But again, because of the area being utilized for irrigation construction, I don't see us doing this until July or August or whenever they are close to the area, so we have time to work on it, but that doesn't mean I'm going to wait. I'm going to get it all situated.

Mr. Dale: What that does is it opens that back part of the driving range to everybody.

Mr. Melloh: It will be phenomenal back there. I don't know why we wouldn't do that. I don't know why it wouldn't be something that would be appealing to everybody involved. It will be exciting.

Mr. Dale: Well, we've talked a lot about it.

Mr. Melloh: Do we need to vote on that?

Mr. Showe: Yeah. The Board needs to approve that proposal.

Mr. Dale: Do you want to craft the motion, Jason?

Mr. Showe: I think we need a similar motion to have the Board approve the proposal in substantial form. That gives staff time to coordinate with District Counsel on drafting the contract.

Mr. Melloh: I just would like to say that even though it's \$77,900, to approve it in a not-to-exceed of maybe \$80,000 or \$83,000.

Mr. Colasinski: \$85,000.

Mr. Melloh: Or \$85,000. That would be great.

Mr. Colasinski: I would say a not-to-exceed of \$85,000.

Mr. Melloh: Because I don't expect that to be anything more, but sometimes you may need another couple palettes of sod or something like that.

Mr. Colasinski: We will get our money back very quickly with that.

On MOTION by Mr. Bedwell seconded by Mr. Colasinski with all in favor the Proposal with Landirr for the driving range tee renovation in an amount not-to-exceed \$85,000 was approved in substantial form.

## **SIXTH ORDER OF BUSINESS**

### **Old Business**

#### **A. Brevard County Lake Planting Grant Update**

Mr. Dale: Pete are there any updates on the lake planting?

Mr. Carnasale: Yeah. Basically, according to Mr. Carlos Cuevas, the Stormwater Program Outreach Coordinator for the Brevard County Natural Resource Management Department, his agency is expected to submit the grant application in early May. So, we finally have a projection on a date to the Florida Department of Environmental Protection (FDEP). It's for the purpose of conducting a program to educate the Viera East community on the best management practices for retention pond maintenance. The purpose of the grant is an education program, in response to several Viera East residents reaching out, due to their concern about a myriad of problems related to retention in pond maintenance such as erosion and the condition of the pond buffer zones and vegetation along the pond littoral shelves. Upon visual inspections of some of the affected areas on the Viera East ponds, we believe that the community would benefit from learning about the recommended best management practices for retention and pond maintenance. If the grant request is approved by FDEP, we have a pre-outreach survey plan on pond maintenance. A valid survey will be conducted prior to outreach and targeting. Basically, that would be done before they would be presenting it to us and to the Viera East Community Association (VECA). They would be hiring a marketing company, but they will use the same marketing company who is currently being used by Brevard's County's Lagoon Loyal Program. Since it is similar, they will be able to assist in distributing the survey and provide content and a written design. They would be able to do it more reasonably than anybody else because of the fact that they were already working on a similar project. Basically, we will be creating and conducting an educational outreach program based on the results of the outreach survey and plans to create and conduct a myriad of educational outreach programs for the Viera East

community. I'm sure that they will be communicating with our marketing director in terms of a lot of that. But they're talking about basically, using the project that we have along Suseda Park to help excess pollution from entering the ponds. We already know the Viera East CDD has funded the planting of 100 feet of littoral section of the retention ponds at Suseda Park or across Suseda Park actually. The planting demonstration site pond management recommended as part of the education program provided to Viera East residents, along with other visitors to the park, recommend different plant selections for retention pond maintenance. So, that's pretty much the status of where we are now. A lot of that is now intermingled with the Lagoon Project, mainly because of the fact that by intermingling it to some extent, we will wind up saving a lot of funds.

Mr. Colasinski: Is there a calendar date that we're looking to do something? What's the next step on this?

Mr. Carnasale: The next step is being done by Mr. Carlos Cuevas, who works for the county. He is actually submitting the request for the funding in terms of a grant request.

Mr. Colasinski: Okay. So, now when the funding has been acquired, what is the benefit to the Viera East CDD?

Mr. Carnasale: When the funding is obtained, they will provide an education process.

Mr. Colasinski: Okay.

Mr. Carnasale: It's not the planting. It's to educate the public. Our plantings basically will be used as samples, as part of that education process.

Mr. Dale: Are we able to spend that money any way we want to?

Mr. Carnasale: Not really.

Mr. Colasinski: Right.

Mr. Carnasale: Because they are talking about hiring the marketing company. So, if we're acquiring the marketing company that's part of the Indian River Lagoon, I'm sure that they are going to have a direction that they want to follow and they are going to have fees that are involved in that.

Mr. Colasinski: So, we will be the recipient of the education in the District, but the actual education will be provided by someone else based on this money?

Mr. Carnasale: Pretty much.

Mr. Colasinski: Okay.

Mr. Dale: Gentlemen, anything else?

Mr. Carnasale: That's it.

Mr. Dale: Thank you.

**B. Action Items List**

Mr. Showe: We have a quick action item. The only one, I think that we have on here, I know Tim can probably give you some better explanation, as far as the irrigation project. The materials have come on-site, right?

Mr. Melloh: Yeah. We're getting truckloads every day. They are out there. They haven't technically started the project yet because the piping is there.

Mr. Showe: They start boring next week.

Mr. Melloh: Right. They will start boring. They are actually fusing a lot of the pipe together, so you're going to see large, like 150, 250 runs of pipe, fused together. They started digging the mainline that goes in, the lateral pipe, which is the two-and-a-half-inch pipe that goes across the fairways. A truckload of that came in today. So, all of the material is starting to come on site.

Mr. Dale: Okay.

Mr. Colasinski: The equipment's been here for a couple of weeks now.

Mr. Melloh: Yes. The equipment is coming in. I think they were finishing up the job and actually, they installed the irrigation system in The Landings. I think some of the equipment they used moved over from there. So, they are going to be ready to roll.

Mr. Bedwell: Tim, which hole are they going to start on?

Mr. Melloh: They are going to start on Hole #13, which is where the pump house is. As a matter of fact, they have already dug down to get to what they call "*The Z-pipe*," which is where the big slug of water comes out and goes into the system. So, it's going to go down Holes #13, #12, #11, bore on the road between Holes #10 and #11 and go down Hole #10. Then once they get to the clubhouse area to the tee on #10, between now and then, they will figure out whether they want to go through the far end of the parking lot and close off the loop that way and go down #14 or continue down #9. So, there's a definitely a route that they are going to take but, again, I think I mentioned to you before, that the real challenge in a lot of this is keeping the current system operating. Because the larger pipe, the 10-inch pipe, is going down from the pump house down Holes #14 and #15, we have to get water all the way out to the #5 green.

Mr. Dale: It goes from pump house #5?

Mr. Colasinski: Oh, yeah. That's what's amazing about it.

Mr. Dale: That's absolutely incredible.

Mr. Melloh: So, I encourage the people to watch how they do this. Because once they put the mainline down the side of the fairway and put their heads across the fairway, we have 1,500 heads going in so there's going to be water in areas that we haven't previously had water. When they put those littorals in, there is a long, crazy-looking machine that they use to put in the pipe and the wire at the same time across the fairway. It will just be a slit, about the size of your finger that you will see. Where the head goes, they dig up an area like this and they have this machine that fuses this high-density polyethylene (HDPE) pipe together. If you look at the size of it, we've got some eight-inch or six-inch pipe out there, but the wall of that pipe is thick.

Mr. Dale: Right.

Mr. Melloh: This stuff will be in the ground for 50 to 100 years.

Mr. Dale: It's not your home PVC pipe?

Mr. Melloh: No, it's not your 20-foot section of thin wall PVC pipe. It's good stuff and everything is welded together with a funky looking machine. So, it's a very intriguing process. When they are done with Hole #13, then it's on the new system. After Hole #13 comes on board, then #12 will come on board, #11 and so on and so forth.

Mr. Bedwell: Do they do Holes #13, #12, #11, and #10 first?

Mr. Melloh: Yeah, if you just think about going backwards from that area.

Mr. Bedwell: Okay, I'm with you. In case people ask. People have been asking me and I just want to tell everybody.

Mr. Melloh: Absolutely. I have been trying to tell people myself. We all know that's what they're doing.

Mr. Carnasale: The other question that people were asking is, does that mean we're going to go to 17 holes during that period?

Mr. Melloh: Yes, absolutely.

Mr. Carnasale: Okay.

Mr. Melloh: We've already got signs ordered. They will be told before they start.

Mr. Carnasale: I don't have a problem with them. I'm just saying that question is already coming up.

Mr. Melloh: The idea of it is, they will come up to the hole and it will say, *"This hole is closed today. Please take a net par on this hole or play two balls on a similar hole."* If you get a stroke on the ball, then you get a par 3. So, that's what we mean by par or play two balls on #16, which is the other par 3. When they are on #11, they will play two balls on #14 because it's going to be the time of year where it's not going to be congested on the golf course. To be honest with you, most people are just going to go, *"Wow! I get a par, alright. I haven't parred this hole in ages,"* or something like that.

Mr. Carnasale: Since it's the slower period of time, right now, I think you're doing seven or eight minutes between holes.

Mr. Melloh: Yes. Seven and eight minutes.

Mr. Carnasale: When you're sending people out at the start. Since it's going to be less crowded, obviously, we increase that timeline, which will make it a lot smoother and not create as many backups.

Mr. Melloh: Well, how we generally do that is we artificially create that when we need to thereby put in what's called a starter time, or what have you. We'll go 7-8, 7-8, 7-8. Sometimes it's even good when somebody doesn't show up because it relieves congestion on the tee. Okay? I don't want to spread it out to nine or 10 minutes. We'll be able to control the flow. Even though we had temporary greens out there for the bulkhead project, we did that. I've done that at other places. I just find when most people see this kind of a project going on, they are more than happy to say, *"Wow, this is great. I'll skip this hole."* I would have to say that most people would just skip the hole, but we want to give them the option to do that. We also will have the Player Assistant pay extra attention to that general area, so it doesn't back up.

Mr. McCarthy: How many miles of pipe is it? Four or five miles, I would guess.

Mr. Melloh: Well, Paul, to be quite honest with you, I think it's even more than that because the main line, which is the bigger pipe, goes down from 10 to eight to six. If you were to just walk that alone, it could be four or five miles, but there is a lateral probably every 30 yards that goes across the fairway.

Mr. McCarthy: What's the diameter of that pipe?

Mr. Melloh: Two and a half inches, I believe. Now what the process is that on Monday, possibly Tuesday, Mr. Sean Hyduk with Aqua Turf who is our consultant, will come and lay four



holes out where he wants the heads. He will be out there measuring and quite possibly, we'll have to shut one hole down at that time while he's out there measuring.

Mr. Colasinski: Yeah. He's good.

Mr. Melloh: Again, we don't want what we have right now, which are heads that are too far spaced apart because the water system will not be efficient. So, he's going to come in and lay it out. You will see some stakes out that won't interfere with play. I'm so excited.

Mr. McCarthy: I think we're going to have to run two different software systems at the same time as we install the new equipment and retain the old equipment. It sounds like we'll have to run the two systems.

Mr. Melloh: Right. We will run the Rain Bird as needed. What they'll do is just take holes offline. Because, again, the difference with the two systems, every single head that's on the golf course has about, I think, two to three wires that go all the way back to these gray boxes that you see on the golf course, these utility boxes. So, everything there is wired this way, and there's just an incredible amount of wire. If you were to open up one of those gray boxes, all you would see is this nest of ROMs and wires.

Mr. Colasinski: It looks like a telecom box.

Mr. Melloh: The new system is a two-wire system where there is two-way communication between the heads. Each head has a decoder and its own descriptive coding. There's only going to be three of those little boxes on the golf course.

Mr. Colasinski: Two wire buses is what they are.

Mr. Melloh: Yeah. They all send a signal back to the computer system at the clubhouse. One of the things that's very nice about this system is that we get two high-tech weather stations that go along with it. One will be on each restroom, so we'll know rainfall by hour. It will have a dump bucket on it. We'll also know the relative humidity. These weather stations are able to calculate the evapotranspiration rate, how fast the water is evaporating, which helps you calculate how much time each head needs to come on. If we're in an area like we are now where there's a lot of evaporation it will...

Mr. Colasinski: Lower humidity.

Mr. Melloh: But if we're in an area where there's high humidity, they won't need to water as much. It's a very high-tech system.

Mr. Colasinski: It's a fabulous system when it gets in place.

Mr. Melloh: It's going to be very nice.

Mr. Colasinski: I do like that they are incrementally installing the new software system as they build it out.

Mr. Melloh: Right.

Mr. Colasinski: Because that way, you have time to check it out before you become totally dependent on it. So, it's not one big cutover. You're incrementally doing it.

Mr. Melloh: Exactly.

Mr. Colasinski: There are much less risks that way.

Mr. Melloh: Yeah.

Mr. Dale: Tim, this segues into your report.

## **SEVENTH ORDER OF BUSINESS**

### **Staff Reports**

#### **A. General Manager's Report**

Mr. Melloh: I will just go over the Woodside Park area first and then I'll talk about the midge meeting that we had. Ed and his crew did a great job of repairing the slide pit area. They filled it in and re-contoured the whole thing. They were able to lift up the wooden border. The first thing they did was take out the rubber mulch that we had there. They will save it and re-install it later. They grated everything away from that area, down towards the sidewalk. Then we got a palette of sod and just laid the sod in it.

Mr. Colasinski: It looks really nice.

Mr. Melloh: They did a very nice job there. We have the security and lighting system. Frankie is doing that job. He's got it wired up now and is just waiting for the actual lights and the security cameras to come in. We've also got a couple loads of sand on order. I talked to you guys about what we're going to do there. It's generally impossible to grow grass, but dogs love the sand. We're talking about putting more sand in there to the point where instead of mowing it, we'll probably use one of the golf course's SandPros™ and drag it around. When one of those comes off lease, we'll probably look into purchasing it so that they have a dedicated one just for the park. That will help that out tremendously. We're looking at getting more mats and stabilizing some areas on the hills. We've planted some cordgrass on the side of the hills. As that grows and matures, it will keep the dogs from cutting across and going down the mat, kind of like the cart path project. It's amazing how many people use that park. So, I think as we are able to add a little bit of sand, there won't be that big mud hole that's out there now. Because when

you look at the area, we tried to get the most shade tolerant grass we could with the Zoysia. All the Oak trees in the small dog park shade the big dog park up until probably 10:30 a.m. to 11:00 a.m. Then all the trees in the preserve shade it from the evening sometimes. It doesn't get as much direct sunlight as you would think there, which is what grass needs to grow.

Mr. Colasinski: Nobody could have predicted the popularity of the park.

Mr. Melloh: You can't predict that. The Zoysia seems to be holding up pretty well in the small dog park, but when you got eight to nine pounders running around versus 80 pounders running around, it's a little different. Those dogs love playing in that park. It is so cute to see all of that. Then you talk about the actual playground for the kids. It's amazing how many people use that playground. Now that we've got the irrigation in there, we are going to have to shut it down for at least half a day to fertilize and water it. We've ordered in a few things like some barricades and a sign saying that it's closed for maintenance or something like that. We'll get some information to Michelle prior to us doing that so we can get the information out.

Mr. Dale: Just two additional things that I want to add. You left out one of the important ones, the fire hydrant repair that Ed and Ines did. It doesn't sound like a lot. We have these great fire hydrants in the park. Unfortunately, when you get a bunch of little kids, it breaks and we don't have any way to fix it. Ed and Ines took it back to the shop, took it apart, got it fixed, took it back and it's working great. It took a lot of effort on Ed and Ines' part to be able to get that fixed.

Mr. Melloh: To be clear, Ines had nothing to do with taking it apart, but she had a lot to do with contacting the company and getting it covered under warranty and Ed did a great job. He took it down to his shop and bench tested everything.

Mr. Dale: These things are industrial strength.

Mr. Melloh: They are cast iron.

Mr. Dale: It should not break.

Mr. Melloh: Last week, we had a meeting with Mr. David Shores and some of the residents that live around Lakes 20 and 21 in regards to the midge problem there. It was me and Ed as well as Sam and Mike with ECOR and eight or nine residents. We had a really great meeting and Mr. David Shores was kind enough to host it on his pool patio. We had a very good conversation and the gist of it all was that the spraying of the lakes does not seem to be doing very much.

Mr. Colasinski: It's not consistent.

Mr. Melloh: It's not consistent. It doesn't seem to be doing anything.

Mr. Colasinski: We had some reasonable results last year. This year nothing.

Mr. Melloh: Right. We talked about a lot of different things. We met with Mr. Joe Faella, the Director of Mosquito Control for Brevard County, who handles a lot of this stuff. There have been suggestions. The people that the CDD hired, ECOR, recommended to suspend spraying of the lakes and to stock those lakes with catfish. I approved the order the next day and the catfish will be here tomorrow. If you want to go down and see how they stock a lake with catfish, they will be there somewhere between 8:30 a.m. and 10:00 a.m. tomorrow. It's funny because I was coming to get Mr. David Shores number, but then he showed up. I did invite him to come and speak during the public comment period. I didn't mean for it to be an agenda item. I was just going to cover it under my report. I think that's why they left. They knew the fish were coming tomorrow. So, we're going to see how it does. According to ECOR, we may have to and are probably going to maybe next year, have some more fish. Then we have fish in there at different ages and different levels, and of course, they will reproduce. The idea is that this will help reduce the midge population quite a bit.

Mr. Dale: With the catfish?

Mr. Melloh: Yeah, with catfish.

Mr. Dale: Do they eat the midges? I heard bass were the most productive.

Mr. Melloh: Why you can't control them like you do mosquitoes is because their larvae are at the bottom of the lake. They form into a thing called blood worm and come to the top. Then when the mosquitoes are all on the surface water, they can spray and kill them. The catfish will actually eat them off of the bottom of the lake where they can withstand more of an oxygen drop.

Mr. Colasinski: Right. They're heartier fish.

Mr. Melloh: Again, ECOR is give us the best recommendation for the catfish. So, I have that ordered and everything seems to be good. I spoke to them a little bit about the buildup of nitrogen and phosphorus in these lakes. They come basically from the everyone's yards. We talked about the 10-foot buffer zone. It's just a recommendation. There's nothing out there that says you have to do that. I asked David if they could talk to the new HOA people about the residents who are maintaining their lawns, not weeding and putting clippings into the lake. When

they weed out by the road and use blowers to blow clippings into the storm drain, I think a lot of people don't make the connection that the storm drain goes into the lake behind their house. So, then you've got all those clippings out there with phosphorus and nitrogen, which causes a buildup. We had a very good meeting.

Mr. Colasinski: Craig and David were very receptive and wanted to get engaged with their neighbors.

Mr. Melloh: Right. So, again, they were all very interested in seeing the fish go in. I told David that Mike from ECOR called me at 4:30 p.m. today and said that they were ready to roll in the morning. So, they're coming. I'm sure that David is probably telling all of the folks that the truck will be out there. I want to go down and watch them do it. I've never seen stock a lake before.

Mr. Colasinski: What's good about the solution that they're recommending is that at some point in time, maybe three years, we'll stop putting catfish in there because they will just naturally regenerate. It saves us from the recurring cost every year of putting more and more chemicals into the lake.

Mr. Melloh: Right. That's a great point.

Mr. Colasinski: Yeah. Because we've been putting chemicals in forever. With this natural solution, we should be done with those expenses in two to three years, I would imagine. Thank you for taking the time in meeting with them out there, Tim.

Mr. Melloh: Absolutely. Our pleasure. Ed and I actually enjoy doing that. A lot is just educational stuff. As I become more educated, it's great to be able to pass that along. We could not ask for a better vendor with ECOR. They do a fabulous job.

Mr. Colasinski: They're very cooperative. They come on-site.

Mr. Melloh: Yes, they're great and very knowledgeable.

Mr. Colasinski: I agree.

Mr. Melloh: The only thing I have left is the Round and Revenue Report through 27 days of April. We're standing at \$161,000 in green frees with three days left. Last year we did \$161,000 in 30 days. So, we're actually going to probably be in the \$173,000 to \$174,000 range, which is \$14,000 to \$15,000 more than we did last year. So, we're looking really good there.

- **Restaurant Report (Item 7D)**

Mr. Melloh: As far as the restaurant, I know that Jeff is on the way.

Mr. Dale: He's trying to make it. He just texted a little while ago and said that half of the restaurant was still full.

Mr. Melloh: I don't want to take his thunder, but they are doing really well. They are having another good month. They sit at \$49,000 through 27 days.

Mr. Dale: What he shared with me today was that they were at \$51,000.

Mr. Melloh: Yeah, that could be. We're going to top up at about \$55,000 for the month. I think there was one number that I may not have captured.

Mr. Dale: When you put in the POS numbers for last year, what did we do?

Mr. Melloh: Last year, we did \$22,119 for April off of the POS system.

Mr. Dale: Okay.

Mr. Melloh: The POS system is where the sales were rung up. We have no other way to know. We're at \$55,000 compared to \$22,119 from last April.

Mr. Dale: That's a huge increase.

Mr. Melloh: Yes. That's what was rung in the system last year and it's the same POS system. Well, I know for March, we did the exact same number of rounds of golf. So, you can't say, *"Well, last year we only did this many rounds of golf, so that's why sales were down."* We had a similar amount and we didn't have COVID. I mean we had COVID, but people weren't being affected by COVID. The previous vendor was still open last year for business. Other than that, I don't know what else to say other than the fact that he's doing really well and his food is fabulous. I had the *Slap Your Mama Chicken Sandwich* for the first time yesterday and I sent him a text saying, *"Man, honestly, that's the best chicken sandwich I ever had."* He does marinate his chicken breast and it's a real chicken breast. He told me that he has a secret marinade. I told him, *"I do not know how you get the chicken so tender and the breading so crispy."* He has homemade pickles that are similar in nature to a bread and butter pickle and some light barbecue sauce. It's just fabulous.

Mr. Dale: That's exactly what the Florida Today food editor said.

Mr. Melloh: I was telling Jason about that earlier. I said, *"Man if you get the chance, go try that sandwich. It's just amazing."* We have good products and I think more and more people

are beginning to discover that. I know that Michelle has some things to update along those lines as to some of the kudos that have been going his way. I won't steal her thunder.

Mr. Dale: One of the kudos I'm going to give is to the Board because it was this Board's desire to be open later hours because we thought that would add more profitability and more revenue to the restaurant. I get that he's not firing on all cylinders yet when it comes to, we're making money now, but we're making good money. We're not making a big amount given the \$55,000 in revenue, but we're doing very well, and I see no reason why that won't continue now because of the fact that he is everywhere. There was a post on 321 Eats that had well over 100 likes. I'm stealing her thunder. I do have two other questions for you. Is the dog park sprinkler system working?

Mr. Melloh: It's working now. We just needed to make some fine-tune adjustments. It is kind of the same thing with the golf course irrigation system.

Mr. Dale: Right.

Mr. Melloh: You have to turn some heads on for longer. As an example, you don't want to flood the dog park floor, but yet we need to get more water on the hills of the playground.

Mr. Dale: Right.

Mr. Melloh: So, that's why they have to get the zoning fine-tuned. I talked to Precision Irrigation that installed the system, to identify how to do that.

Mr. Dale: So, we will never have sprinklers going off at either park?

Ms. Webb: The Second Saturday of the month.

Male\_28: The second Saturday of the month, but any time after 7:00 a.m.?

Mr. Melloh: Well, never say never. There have been irrigation systems that have come on during the PGA. What I told Ed was, *"We need to identify where the kill switch is for this so you guys know where it is."* It is right on the outside of that pump station. We will show them in case that happens. It's on a timer, but somehow the timer just gets completely out of whack for some reason. There are times when I had to talk the Assistant Golf Pro through how to shut off the main irrigation system because two or three heads would remain on. We got the Superintendent on the phone and asked them to go down here to hit a button to kill it. He had to come and reset it, but at least that allowed people to play golf. It does happen, but hopefully, it won't happen again. We only do it one day a month, so let's just cross our fingers.

Mr. Dale: I want to know where that kill switch is.

Mr. Melloh: You know where the kill switch is.

Mr. Dale: Then second issue is an email from Mr. Tim Brianci about three culverts. I don't know if the entire Board received it, but three of us did. I know we identified that it's the church's and it was their responsibility.

Mr. Showe: I'd still argue that it's on county property and the county should be taking care of it. That's what the county said.

Mr. Showe: Right. Well, I guess either way, whoever is responsible for the stormwater management, that's obviously something that's impeding to an extent. I don't want to overdramatize it, but it is an issue. Is that something we can enforce?

Mr. Showe: We can't enforce anything that's not on our property legally. Even though we control a lot of the drainage, those culverts are not part of our drainage structures.

Mr. Melloh: Its impeding anything from going into our ponds that end up going through the St. Johns River.

Mr. Colasinski: But are we dependent on those structures for drainage during storms?

Mr. Dale: It depends on which neighborhood you live in.

Mr. Colasinski: I want to know which ones we are talking about. We want a factual answer. Are we dependent upon those structures to drain water from our stormwater pond?

Mr. Showe: Our responsibilities for stormwater start when water hits our stormwater ponds.

Mr. Colasinski: Okay.

Mr. Dale: But if we get something really bad, and I don't want to overdramatize it because there is still flow through there, but they're half-collapsed.

Mr. Showe: I think to answer your question, there's nothing that would stop us as a District from sending those entities a friendly letter saying, *"Hey, we've been notified there may be some issues. Can you clean up your drains?"*

Mr. Dale: Okay.

Mr. Showe: We don't have any teeth to enforce it. We can't compel them to do it.

Mr. Colasinski: But we can request it. We are still part of the county. As residents we can still request that.

Mr. Showe: Absolutely.



Mr. Colasinski: When our ponds overflow, we're dependent on those culverts to drain. There's certain flow rate that has to go through those. Is that correct?

Mr. Showe: No. Those essentially were to get water to our ponds. Then they go from our ponds out.

Mr. Colasinski: The culverts that are damaged are the ones taking water into our ponds?

Mr. Showe: Probably to some level.

Mr. Colasinski: Okay. I'm just trying to understand the difference between those that are coming in versus going out.

Mr. Showe: Yeah.

Mr. Dale: Don't we have access to the culvert that goes under Murrell Road over to Woodside?

Mr. Melloh: Yeah. That goes from one lake to the other. It has nothing to do with the swale.

Mr. Showe: Our structures will go from lake to lake. It's the equivalent, Steve, of saying that there's a drain in the road. We don't own the road. The drain in the road might drain into our pond.

Mr. Dale: That's what I'm saying. It feeds into the lake.

Mr. Showe: Physically we don't own it until it hits the pump.

Mr. Melloh: I'll give you a perfect example. We have called to the county's attention a couple of the drainage grates that go from the swales on the side of Murrell Road. They go down these big drainage grates and into our pond. Well, those things are rusted out and they were to the point where they were very dangerous. The county came out and replaced those things, so we were just giving them a heads up in that case. That's why I was saying in the beginning that anything on the side of Murrell Road is not ours. It's owned by the county. We have no road maintenance issues at all. What did the guy from the county say about those swales or drainage grates?

Mr. Showe: The guy from the county said that even though they are on the county ROW...

Mr. Showe: Why would that belong to the individual entity?

Mr. Showe: I don't know, but we can certainly reach out. I'll show them the email from the county saying, *"We believe these are yours. Can you just take a look at them and see if you can clean them up?"*

Mr. Dale: Right.

Mr. Showe: We have no teeth. We can certainly be friendly.

Mr. Dale: I think we can go that route.

Mr. Showe: Absolutely.

Mr. Dale: Just send them a friendly letter.

Mr. Carnasale: Are they blocking water coming into our pond?

Mr. Dale: No, it's not. It's the stuff that parallels the road that fills up whenever there's a big rain and we see the water levels coming up next on the sidewalk. I've lived here for 25 or 26 years and it does seem that when we get some average rains, the water level does come up a little higher now.

Mr. Melloh: It does this job. It drains into the main arteries.

Mr. Showe: Eventually it gets from there to us.

Mr. Dale: Exactly.

Mr. Melloh: When we had the tropical storms a while back, the St. Johns River was 10 to 12 feet above the flood plan. If it's high and all of our inner canals go there, it drains at a slower rate. Sometimes when you have the bigger rains like that, it has to work its way through. Like right now, the water level is below all of these drainage structures that we have, but then there are times where you get too much rain. It's doing its job. It's not a small task, but it's one of the tasks that the edge crew does when we have a lot of rain, which is to check all of those drainage structures to make sure they are not blocked. Of course, those guys are on duty when there is an approaching storm and during the storm itself. They will get out there and try to clean them out. They know some of the areas where it could bog down. If it actually starts to block one of the drains, they have these ropes that they could throw out there to bring out the debris. It's pretty cool, but again, that's just another one of those jobs that our District maintenance crew does that a lot of people don't know about.

Mr. Colasinski: Just a quick update. You and I talked today, but can you just tell the Board where we are at with the culvert on Hole #7 on the golf course?

Mr. Melloh: Yeah. Where we are at is we had Mr. Dave Bell come out the same day we did the measurements for the cart path extensions, as I was describing earlier. He's suggesting that we probably use some of the high-density polyethylene pipe there because it will only last for so long. We discussed how we are going to have to do that in two sections so we don't have to shut down the entire hole. But it's going to be probably more of a project than I think any of us thought. When we made up the bond line item there, it was just one of the culverts that collapses. Now both of them collapsed. Dave is waiting to hear back from Rob about the design and what size pipe we need. When Mr. Dave Bell left us that day, he said that he was going to immediately contact Rob to find out where he was with the design, but since then we have found out and we've discussed that with Jim, the Superintendent. Dave said that he can work around a six-inch pipe if he has to, but even if they do go down there with the main line, it's not like it's something that we want to do right away. It's not going to hold up the irrigation system and it will take a little bit longer for them to figure out how to get this accomplished.

Mr. Dale: Okay.

Mr. Melloh: That's where we are.

Mr. Dale: Thank you.

Mr. Colasinski: I have a couple of questions. Last month, we were talking about the balance between last year and this year with regards to the golf course and the increase in revenue that we're seeing this year. But we also talked about the increase in expenses as well. Because right now we're 14.5% higher in expenses this year than last year, but we're 14% ahead on revenue. I asked you if there is something that we can do to either improve revenue or decrease expenses, because our expenses this year are projected to be about \$2.1 million and last year, we did \$1.7 million in expenses. So, I would ask you just to go back and sit with Jim and see what we can do. There are some things that we have no control over, but there may be some things that we do and there are also the operational aspects with the golf course. Is there something that we can fine tune potentially to help decrease some of the costs in that area too?

Mr. Melloh: I did talk to Jim about that.

Mr. Colasinski: Okay.

Mr. Melloh: I started a list of some of the things that are familiar. One of the things is that credit card processing fees are greater because they were doing more business on the golf course. But then we just took on a restaurant that's now doing \$50,000. So, that's increased our credit

card processing fees. This year we had to buy some new computers for the grill. We also take note that the minimum wage increased to \$10 per hour. When you're comparing year over year, yeah, there's going to be more this year, especially in the pro shop. Of course, that's increasing to \$11 this year, so we're going to have the same process. There were some one-time savings that we had last year that we're not going to be able to initially have this year. We went a few months without a superintendent and saved salaries accordingly. Plus, we were down an employee or two last year. Jim's been able to rehire those positions. The Board did approve an additional \$10,000 to augment some of the bunkers with sand, but the big thing is last year, during that two-month period of time before we hired Jim and we lost Scott, there weren't a lot of us applying the proper amount of fertilizer and chemicals.

Mr. Dale: I thought it was turf enhancement or turf nutrition.

Mr. Melloh: It was the turf nutrition program. Because of early order purchases from the previous year, we got bigger discounts. We didn't do the early order program, I guess, coming into this year. Anyway, Jim tells me when he got here, like last year, there was a lot of fertilizer and chemical in stock that he didn't have to purchase last year that he's having to purchase this year. We're getting back into the early ordering program. I've got more details coming for you on that.

Mr. Colasinski: Yeah, that's fine. As long as you're taking a look at and trying to come up with a plan, I think that's all I'm asking for.

Mr. Melloh: Last year, we didn't have the janitorial service that we have now and that's \$20,000. We also did some soil analysis on #6. I've got a side-by-side analysis that I'm doing to try to figure out including those invoices.

Mr. Colasinski: That's perfect.

Mr. Melloh: But to answer to your question, how do you respond having a 5% rate increase in February. So, we still have that going on, but to go any further than that while we're doing a 17-hole golf course and doing our renovations, it's hard to go up on the price.

Mr. Colasinski: So, we're kind of shot then as far as the fiscal year goes, as far as increasing rates.

Mr. Melloh: I'm thinking for the fiscal year.

Mr. Colasinski: That's kind of what it sounds like.

Mr. Melloh: So, when we're talking about next fiscal year, the other conversation we're having is regarding a rate hearing.

Mr. Colasinski: We have to talk a little bit more about that.

Mr. Melloh: I think what we want to look at, and this is why I need further discussion, further vision from the Board is that, like last year, we were saying, *"Wow, it would be really great if we get to \$250,000 in profit."* Well, we almost doubled that. Because like I said, I think the year before, we did have some one-year savings and now inflation is hitting us. Fuel was the same amount of money.

Mr. Dale: Just for the minutes, where the \$250,000 comes from, is the amount that we're guesstimating we need to save on an annual basis so the golf course is self-sustaining, that we can put that into capital reserves.

Mr. Showe: If you look at one of the last pages in your financials, we do a cash flow that projects out the year. Obviously, the restaurant is one where we don't have a good handle on for the full rest of the year, but it's still projecting \$260,000.

Mr. Colasinski: Well, the interesting thing is our threshold is \$250,000 to do the bonus, but there always seems to be something in September that just torpedoes that projection and I don't know why. If you go back historically and look every year, something happens in the month of September where we are way off on what we projected. That's the big difference between employees getting a bonus versus not getting a bonus. That's important to a lot of people, especially right now, since we can't really offer a significant raise because it's a recurring cost. The bonus is really where we can derive something to give back to the employees, because they are hurting too with regards to their quality of living and what they're making. That was part of the bonus plan. I really want to see what we can do to get there.

Mr. Melloh: Again, I try to keep the bonus program as part of the deal. I have been talking to Jim about this very thing. Let's reassess where we are with our expenses and make sure that we're not spending anything purposefully, which I don't feel that we are. We did hire a new Assistant Golf Professional. So, there are things as you go down line item by line items and say, *"Why is this \$5,000 more than last year at this time?"* That's what I'm trying to do.

Mr. Colasinski: I'm not trying to get to a root cause as much as developing a plan to remediate.

Mr. Melloh: Right. Again, if we knew what the root cost was, then maybe we could back off on it.

Mr. Colasinski: Unfortunately, some of that root cost is not under our control.

Mr. Melloh: Well, that's the problem.

Mr. Colasinski: It's one of the problems.

Mr. Melloh: I think if it was a normal summer and we the irrigation system was already in, I think we would respond by telling them to do another 5% increase in revenues, but it's getting harder to do.

Mr. Colasinski: Tim, just keep going with your analysis on that and we'll see what we can do.

Mr. Melloh: Sure.

Mr. Colasinski: I'm hoping that we could truly do something of significance for all the employees that are eligible for the bonus program.

Mr. Melloh: That's definitely my plan. I know a lot of guys ask questions about it. I know that they think about that. It's going to be an important thing. I think it's a great thing that you did. Again, I would like to thank the Board for approving that and let's keep it moving forward. But like I said, at this time last year, we were thinking that \$250,000 would be great. I think one of the things that torpedoes September historically is that there have been times we've been closed half the month of September because of rain. I've seen sales down around \$55,000 to \$60,000 in sales.

Mr. Colasinski: And hurricanes.

Mr. Melloh: When you're running \$140,000 worth of expenses, that's like an \$80,000 loss right there. You're expecting a loss because it's that time of year where you expect a loss, but when a \$30,000 loss turns into an \$80,000 loss, it's because of the weather. But we had great weather last year. Again, let's just cross that when we get to it.

Mr. Colasinski: Alright.

Mr. Dale: We can pick up 10 days from the current cart path extensions that we are going to be doing.

Mr. Melloh: It's hard to say, but when you get eight inches over two days, it's hard.

Mr. Dale: I understand.

Mr. Melloh: Even with the cart path extensions, we never want to close the golf course, that's for sure. So, we'll continue to discuss it. I'll continue to develop this. There is no reasoning, but then again, we'll see what we can do to develop a plan to get more revenues in-house. That would be great. I'm just hoping that we don't have to offer the discount rounds to get people to come out. For some reason, I don't ever see that happening, but you never know, people might push back on us.

Mr. Colasinski: We don't know where things are going to go either. Inflation is one thing, but people aren't going to have the money to spend on golf anymore. So, we'll see where it all goes.

Mr. Melloh: I am done with my report.

**B. District Manager's Report**

**i. Consideration of Requisition #90 - ADDED**

Mr. Showe: We have Requisition #90 that we presented to you from Landirr. This is their second requisition under the irrigation project for materials. Obviously, we'd like to have this approved so that they don't have to wait another month and we can keep them moving. It has 10% retainage, which is in our contract. Both the Irrigation Consultant and our engineer would have to approve it before payment is made, but it'd be our recommendation for the Board to approve Requisition #90 today.

On MOTION by Mr. Colasinski seconded by Mr. Carnasale with all in favor Requisition #90 as stated above was approved.

**ii. Presentation of Number of Registered Voters – 7,237**

Mr. Showe: We are required to announce every year the number of registered voters in the District. As of right now, we have 7,237 registered voters in the District.

Mr. Dale: That seems off to me. Is that from the Supervisor of Elections?

Mr. Showe: We get that from the Supervisor of Elections. They count how many people are registered to vote in the District.

Mr. Dale: I just thought we were around 7,900.

Mr. Showe: You guys are well beyond the point of crossing over to fully elected voters.

Mr. Dale: You made the announcement.

Mr. Showe: It's an irrelevant number that we just have to announce.

Mr. Dale: Alright.

### **C. Lifestyle/Marketing Report**

Ms. Webb: The highlights is that I did request International Women's Day sponsorship from Harris, Lockheed Martin Industries, Crane Industries, Space Coast Realtors and some smaller private companies that I know help women. So, hopefully we're going to start getting some responses on those. We did trivia for the first time on April 20<sup>th</sup>. We had nine teams show up. We were busy until 8:30 p.m. even though we closed at 8:00 p.m. It was a great time and everyone had fun. Someone said, *"We'll see you next week."* We were like, *"No, no, no, this is not a weekly thing right now."* We decided to do it bi-weekly because everybody wants it. The next one will be on May 4<sup>th</sup>. I'm going to advertise for it.

Mr. Dale: What are the prize amounts?

Ms. Webb: We gave \$100 away at the last one.

Mr. Dale: What about the next one?

Ms. Webb: For the next one, I was going to go down to \$50.

Mr. Dale: I thought it was going to be \$75, \$50 and \$25.

Ms. Webb: Right, so it would be \$150 total.

Mr. Dale: The total is what I'm saying. That is fore first, second and third place.

Ms. Webb: Right. Everybody seems very happy about it. Anyone who comes dressed as a Star Wars character, would receive 10 points. We want to make it fun for everybody. I know that's going to help Jeff too because it made his Wednesday night way busier. So, we're going to keep on doing that. We had some major posts on 321 Flavor. They have 35.7K members on that site. When this lady posted her fabulous experience, it got tons and tons of likes. I think that's going to be driving some more patrons in because I also made sure I shared that on all the other sites that we have, not just that one. We had an Easter egg hunt at the park on April 16<sup>th</sup>, which was hosted by Colony Clowns. They did a great job. We had over 150 kids show up for the event. So, there were a lot of happy kids out there. I think that was a very positive community outreach. Mr. Tim Short, from the Florida Today newspaper who lives in Crane Creek, showed up and took some pictures. There were a couple of typos in the article, but I noticed that we it was posted in today's paper, which I was happy about. We put up two more posters up at the dog



park so right now our total is 25. I had two more people request information on that in the last two days. I just sent those out, so hopefully they will become sponsors. Even though the pilot dog park is done, we still post stuff on the site, like important things to remember at the dog park, such as not bringing your dog to the dog park if they don't have shots. We constantly get nice reviews. A lady posted the playground on one of her sites, and they had over 408 people like the playground and over 300 shares of the post. So, we're definitely getting popular. I was going to get some signs put up for additional parking in the grass area and, things like that, so people know about it. The Farmer's Market has been approved from April through September. They did give a special consideration because normally they only give applications for Farmers Markets to be held for six to nine months, but we did get approval to have one year-round. I put how much we made so far. March had to be canceled because of rain. We did a Master's event at Hook & Eagle. That was a busy weekend. We had some great people on social media saying that they had fun.

Mr. Dale: Thank you, Steve. Steve put a whole lot of time into that with the audio visual and making sure the Apps were set to the Masters and people were able to watch that before the actual network coverage began. That was pretty cool.

Mr. Colasinski: That was fun.

Ms. Webb: From 3:00 p.m. to 5:00 p.m. we got slammed. We gave away a couple of bottles of wine. The people who won the wine bottles were happy. We did a nice raffle basket. So that was fun too. We are trying to start little things and people seem to really enjoy them. I am seeing a lot of new people that I've never seen before there. Just to let you know, these are things that I'm going to be working on. From August 1st to September 1st, the application is open for the Waterfronts Florida Program (WFP), which is for any waterfront areas that might need support. I'm going to open that up and look a little bit deeper, so I'll let you guys know what we are looking for. The grants for the Florida Recreational Development Assistant Program are open from August 1<sup>st</sup> to August 31<sup>st</sup>. On June 22<sup>nd</sup>, they have a webinar on the criteria. I'm going to look into that one. There is also a Florida Communities Trust Program. There's a webinar on November 2<sup>nd</sup> about starting a Community Trust Program in your area and getting money for it. There's also a Land and Water Conservation Program. They are going to start giving grants out for that. The date is to be determined, but it will be during the 2022 to 2023 cycle. Then there's the 2023 to 2024 Recreational Trails Program for grants. I've tagged them all so we can look at

them and see if we can get this grant money versus taking it out of the bond funds. I will start applying for those grants. I wanted to let you guys that I'm researching the grants. This summer, I might take a grant writing program. Some of those aren't really intense grants, but they take a little time. I also have requests for people to use the dog park for some larger events, which I want to ask you guys about. We have one lady who is a sponsor that holds a reunion every year for all of the people that bought her dogs. She wants to hold it at the dog park. I told her that she can't have F&B inside of the dog park. It is not allowed. She wanted to know if she can use some of the grass area at the park to put up a tent and have about 100 people and if there's a charge for it. I said, "*Well, it is a community park.*" I didn't know if we wanted to charge for those types of events.

Mr. Colasinski: Well, the thing is, with a conglomeration of that many people at once, we won't have enough parking.

Mr. Showe: We would have to set up a rule and a rate and you would have to go through the entire rulemaking process again.

Mr. Colasinski: Right, but my point is, if you want to charge a fee, then we have to go through the rulemaking process. It's not trying to discourage it, but we would have to do an arrangement with the church to help people cross the street.

Ms. Webb: That's why she asked me.

Mr. Dale: If you were talking about 20 people or something smaller...

Ms. Webb: We've had birthday parties. I've seen people putting up tents.

Mr. Showe: Those are first-come, first-serve. A hundred people seems like a takeover of the entire park.

Mr. Carnasale: Then the question is, where do you put all the cars? We always have that problem with the events we already have.

Ms. Webb: Because it's a public park, do we tell them no or do we say yes?

Mr. Showe: We still have some ability to regulate. They can't take over the park in a way that restricts other people's use of the park. It's a public park. It's designed for people to come and use it.

Ms. Webb: Right.

Mr. Showe: The Board doesn't have rules for reservations. We can't tell them, *"You can't be here."* But if they're using the park in a way that's not allowing the rest of the public to use it, we can ask them to leave.

Ms. Webb: Right.

Mr. Showe: I would discourage her use. I would just say, *"Listen, we're not really set up for that type of event."*

Ms. Webb: Okay. If you have that many people even at a public park, you have to get a special event application.

Mr. Colasinski: Through the county.

Mr. Melloh: Does VECA use that as a profit center?

Mr. Spencer: They use the clubhouse for a nominal fee. If they rent the pavilion, they can still use the park, the swings and all of that. We've had a very large group reach out and we worked with them because it's a school group. We increased the fee a little bit because it's a lot of people, but it's a school. So, we can put some parameters in there about taking out the trash, stuff like that. This group will have to get an insurance policy.

Mr. Dale: I think that's the way they handled large groups. We work with VECA hand in hand.

Ms. Webb: I think she said the last time they did it, they could take the dogs and it had a bar.

Mr. Melloh: They had it off of Suntree Boulevard at one of the warehouses back there. They set up an indoor dog park where you could take your dog inside. It was right down from the Upper Deck. Basically, they had an area where you could let your dog run loose and they had a bar.

Ms. Webb: It has since closed. She said that they had it there the last time and I said, *"Well, this is something I have to bring to the Board."*

Mr. Showe: It would be my recommendation to deny the request because it's not a facility that's equipped to handle an event that size. If it was a small group, 10 to 12 people, I would just say *"Yes, you can set up a tent, just don't bother anybody else."* For that, it's not really worth going through the rule-making process, but for the event that size, we're allowed to say, *"You can't."*

Ms. Webb: Okay. That's why I brought this one to the Board. I can't make those decisions by myself.

Mr. Dale: Could you segue into the coming week or so, with Hook & Eagle and some of the things that are planned?

Ms. Webb: Oh, yeah. We have a really busy first week of May. We have trivia night this Wednesday night. Thursday night is the \$6 burger and of course, we always promote that. I don't know if you've seen the challenge on your site of the best burger cook-off.

Mr. Dale: Yes.

Ms. Webb: We posted new burgers to the menu and I put, "*Best burgers in Brevard*" with "*Best burger contests*" and underneath that it said, "*Game on.*"

Mr. Spencer: That's the battle-brothers, guys?

Mr. Dale: Yes.

Mr. Spencer: They want us to do their wing challenge.

Ms. Webb: Yes, but now they're doing a burger cook-off. That's in August at Wickham Park. That's the challenge. I think that would be good advertisement. I will be there for that one.

Mr. Dale: If there's a cost to that, we might even be able to get some sponsors.

Mr. Colasinski: I have to see if he's got enough time first.

Ms. Webb: We're having some Cinco de Mayo fun with tacos and margarita, in case people want to have some Cinco de Mayo stuff. We'll put it out there, but we're still the best burgers in town. On Friday night we have karaoke. On Saturday, we're going to be doing some fun little things for the Kentucky Derby like having some Kentucky Derby drinks. We're considering doing an online hat contest for the best hat, where people wear their hat and post it on the site. I figured that golfers are going to come in here and take pictures of people in hats. So, we have to be precise that it's got to be a derby hat. Then we have the Mother's Day brunch. They already started to take reservations for that. We're also going to open up golf for mothers on Mother's Day like we did for Father's Day. Our thought processes is it's going to entice husbands to bring their wives to play golf and then come to Hook & Eagle to eat. On Father's Day, even we lost a little bit of money on the golf course, the restaurant last year did the most it's ever done. So, we really want to push that.

Mr. Dale: With that being said, we've talked about being in an all-hands-on deck week for several events. Jeff, we will let you take over.

**D. Restaurant Report**

Mr. Spencer: Sure. I will go over a couple of things that we talked about at the last meeting and what we're doing now. Since last month, I don't know if anyone had already brought it up, but we had a fantastic write up in Florida Today, which was really nice. I think it came out on Friday and Saturday and we looked at ourselves and said, *"Who reads the paper and who are all these people in here?"* We had a really nice boost of new people that came in that have been continuing to come in. We thought that they wrote a great article. Since the last time we talked, I know that we had talked about some front of the house enhancements to service. Some people are not on our staff any longer and we have some new people. Also, we were able to get some people who worked for us previously to come back. So, we're seeing a little bit better level of service. We've put into place a front of the house training program, where everyone who comes in now works with Lillian, who's still at the restaurant for a couple of shifts, so she can instruct them hands-on on the way we want to do that. They're given an employee manual with steps of service on exactly how we would like things done. So, we think that we're moving in the right direction as far as our increased level of service to all of our guests, which is really nice.

Resident (Not Identified): I would like to compliment your new chef, because on Saturday night when we were in there, he came out and greeted everybody at all the tables.

Mr. Spencer: That's Phil.

Resident (Not Identified): He thanked all of them for coming in. He was very personable and I was very happy to see that.

Mr. Spencer: Yeah. I've known Phil for 16 years. I think that it's a nice thing that we're able to provide some of these folks that are really qualified, a good opportunity to come over here. They're enthused and love what we're doing. They love the vision of it. So that's awesome feedback, thank you. Also, we lost four people in two days and it was a lot. But also, with that being said, it took us two-and-half to three weeks to become fully staffed again and for the most part, fully trained again. I think it's a good testament to the other people on staff that people are coming in and they really like this work environment. That's the reason why people are having such a difficult time hiring. Thank you, Michelle, for hosting the tribute event. It was a tremendous success. We had people calling the next day wanting to make reservations for the next event, wanting to know when we're going to do it again. I thought you did a fantastic job on

that. I have a couple of things that I'll talk about numbers-wise. Last month, we made just over \$51,000 in total revenue. We netted about \$5,800 off of that. So, it ended up being a really strong month for us, the first month that we had been well into the black. This month, we ended up doing \$51,000 and we netted about the same, right around \$5,200. We had a few more expenses. Our labor was down.

Mr. Dale: You're not talking about this month though.

Mr. Spencer: Yes, this is the first month that we cleared our financials. Tim and I talk about this all the time. You really have to look at things as far as a quarter goes, not just that one single month. So, I'm pretty happy with the profitability right now. We've done a couple of things in order to try to enhance the profitability. We've made a couple of menu adjustments and saw a couple of pricing adjustments, nothing too big, but those little things along the way make up to be big things at the end of the year. So, we're looking to finish out this month with a fantastic month. There's no reason in the world why we won't clear \$55,000 for the month. Every day we see new people. A lot of people from the outside have come in because of posts like 321 and Florida Today and the different things that they're seeing on social media. We're seeing five-star reviews on Google and Facebook. We had the opportunity on Saturday to do a fantastic golf event. Everyone left happy. That was really nice because we fed 86 people.

Mr. Colasinski: Twice. Right?

Mr. Spencer: Twice. We did breakfast and lunch. They had been here the year before when the golf was great, but they were a little disappointed in the F&B side. So, we made sure to roll out the red carpet for them, in the hopes that we get some of those golfers that play other courses to come over here and enjoy the experience that we give them.

Mr. Dale: That was the Suntree Rotary, just as an FYI, where there are a lot of movers and shakers.

Mr. Spencer: Yeah. They want to book some other small events over there, where they can do some meetings and some lunches and things like that. Especially in the summer months, we'll really look to do that because it will boost some of our sales. We know that the golf business, especially with the irrigation program, we're going to drop during the day and we're hoping that our nighttime business will continue to grow even through the summer months. We would see no reason why it wouldn't. So maybe we'll have the opportunity to balance that out and not drop down too much. We're very happy with all the support that we received from the

Board. Business is continuing to grow and we have no complaints. We're in the process of looking at a company called Toast. Tim and I looked at this together. We didn't talk about this last week, I believe. Toast is leader in POS systems. Anytime you go into a restaurant now and you see a server and they've got a handheld device and take an order at the table, usually nine times out of 10, that's a Toast program. We feel very strongly that this will be a fantastic way to increase our efficiency, reduce our labor and provide an overall much, much better experience to everyone who comes in. Because we have something that's a challenge every day in our operations that, a lot of places don't have, which is that we're trying to make sure that we're taking care of our dining guest, and at the same time making sure that we're taking care of the guys and the gals on the golf course. Sometimes it can become a challenge to do both at the same time, especially in times like now where you have daylight savings time. Players are coming off of the golf course and they want to get back out so they can be out there until 5:30 p.m. So, we're looking at ways at how we can most efficiently be able to best service them, without having a ton of staff that is going to break the bank in terms of the budget. With things like handhelds, somebody can purchase a beer and a bag of chips. They take your credit card and give it right back. It's also going to provide us with some absolutely amazing possibilities on how we can grow our business, meaning not just dining-in, but setting up a whole to-go program. What Toast enables us to do, is to set up an online payment platform where people can go onto our site, order online, pay online, and all they have to do is pick it up. So, when our golfers come in during the day and they want to order a hot dog and a bag of chips, they call and are given a number. They still have to come in and have to pay and go through that whole rigmarole, but this is going to be a phenomenal way that they're going to be able to pay for it and just swing in and grab it. We're also going to be able to offer curbside pickup for anyone who wants it. It's already prepaid. You can designate a couple of parking spots curbside. The other thing that Toast enables us to do is it allows us to utilize DoorDash® free of charge. So, the days of free DoorDash® deliveries are gone. That went away with COVID. Now, even Papa John's has a \$4 delivery charge on a pizza. So, the way that this works is it's free for us and the delivery charge goes to the end-user at a pretty affordable rate. When speaking with the representatives from Toast, they feel that we have the opportunity to grow our business overall about 30% between the carry-out, DoorDash® and the different efficiencies. That's a really big number. A lot of folks don't really understand that a restaurant usually only grows about 3% to 4% year-over-year. So, when you start to talk about

increments of 30%, those are pretty big numbers that you put on our efficiencies as well, but at the same point, that's where the goal is and that's where we're heading. So, we will find out a little bit more. Tim and I have bounced it back to the folks over a Toast POS three times or so, to make sure we're receiving comparable credit card processing rates. It has everything that we need. Jason, I will get a new contract back most likely tomorrow morning and I will bounce it over to you and Tim to see if there's anything that we need to go further, because it will be a 12-month contract. The biggest reason that we're looking at that, is not just the efficiencies and the opportunities for enhanced business, but to have a system that really works well. I think our system crashed three times tonight. It's tough. It's not built for what we're doing. We're overwhelming it.

Mr. Colasinski: I also think you're going to have enhanced customer experience in your restaurant as well, because you have less time that you have to spend on a POS and more time to spend with your customers.

Mr. Spencer: Absolutely. That's what it really comes down to. These big companies, even local multi-unit places, are not moving into this because they're not enhancing sales to save money. There's a reason why everyone's doing this. Because at the end of the day, when you get the ticket into the kitchen faster, it requires less guys to cook it. When you don't have to have the girl's going back and forth, it takes less servers to serve the food. As we know, over the next three to four years, as labor rates are only going to increase, this is a fantastic way to do a more enhanced experience with less people. The technology is getting so good and the guests are getting accustomed to doing it at other places. It's not foreign to them, but also at the same point, I want to make sure that we're still able to do it the old-fashioned way and the new way, all at the same time. It integrates, so we're not alienating anyone.

Mr. Dale: It stops a lot of those log jams that we're getting right now service-wise, where everybody huddles around the register up at the bar.

Mr. Spencer: Yes. That's the challenge in our business. It's not something that's ever going to go away. It's an inherent portion of our business, but it will greatly help that.

Mr. Colasinski: So, the 30% number that you said the potential business increased to, do we have the tools that is necessary in the kitchen to be able to accommodate a 30% potential growth in business?

Mr. Spencer: The answer would be that we have a couple of challenges.



Mr. Melloh: Jeff, do you mind if I just object one little thing here? I want the Board to understand, like me, because I've never heard of Toast before, until our very own Ms. Chelsey Decker with Golf Now said, *"Look, if you are wanting this type of service from your F&B operation, you should go to a company like Toast because they are golf-centric first and then they build a F&B operation."* I never heard of Toast until she told me that. But then after doing a lot of research on Toast, Lawn Doctors uses Toast. We've all heard of Viera Pizza, but Mr. Mike Acosta, who opened up a new restaurant called Mr. Delicious, uses Toast. If you want to order a pizza online and pay for it online, it's powered by Toast Online. That's part of where you can grow.

Mr. Colasinski: Beef 'O Brady's uses Toast too.

Mr. Melloh: My point was that is what made me feel super comfortable with the software, because I don't like being a guinea pig on anything we ever do, but I'm thinking who else uses it? Well, there's three that we just mentioned, high volume F&B operations that are using it. So, this is something that will really help out our operation tremendously. We're doing everything we can to get this operation rolling.

Mr. Dale: We've already started getting people doing takeout. I know you have several customers that come in every week

Mr. Spencer: The take-out business is growing. We're not promoting it.

Mr. Dale: Right. They are just coming in and getting the burgers.

Mr. Spencer: Yeah. That business is all the momentum of a Thursday night and we've hung our hats on that. It's a great promotion. It's a bit of a loss-leader, but at the same point when they come in on Saturday or on Sunday they say, *"Oh, we came here on Thursday night and it was so great, so we came back on Saturday."* That's how you grow. You grow your people who come in, but the to-go thing is just as important. They spend the same amount of money and it's just an on-trend thing to do now.

Ms. Webb: I can tell you just the couple of times that I've been in there to help with certain events that we have, we've had to shut off the register and re-boot it a couple of times. So, if they don't have to constantly go back to the register to get those orders in, a lot of that will speed up and that's what Toast is going to give. They can split those orders right at the table and they don't have to go back and enter it in.

Mr. Spencer: Then there's the backside of it on the payment.

Ms. Webb: Right.

Mr. Spencer: We always joke that we have three or four different types of customers. We have the guys who come in for golf and they want to get out quick. You have the people who come in at night who want to have a little bit more casual, lengthy experience. With Toast, we can drop a check just like we've always done or they can go up and pay, but we can also take their credit card right there or we can print it on a QR code that they can scan on their phone. So, there's the old-school ways of doing it and new-school ways of doing it, but at the end of the day, it eliminates a lot of table touches and gets people out quickly, especially during the day. That's what those guys during the day want. At night, sometimes the place is so busy that those extra couple of things will really, really help. It's like creating more hands without having to hire hands. That's a fantastic segue. A big thing that we are drastically exceeding the capacity on is the hood that's in there. We're running into a great big problem. Last month, when we launched burger night, all of a sudden, the restaurant was filled with smoke. Tonight, when I was over there, I took a little video to show everybody. This is the hood. We're cooking hamburgers and you can see where all the smoke is going. Can you see that?

Mr. McCarthy: Yeah. That's not good.

Mr. Spencer: It's probably not good. Steve saw it tonight.

Mr. Colasinski: I saw it first-hand.

Mr. Carnasale: That was the item that I asked you about for the last two months, that you said that is not a problem.

Mr. Spencer: It created a problem. In technical terms, we created a problem there.

Mr. Melloh: The hood system is on right now.

Mr. Spencer: Yes, it is on. Well, we had it professionally cleaned and serviced, but in three days, it was dripping grease already. Our hood is an old, galvanized hood. What it does is one thing, it just sucks air out. They haven't put those in restaurants in about 20 years. So, anyone that still has one is still grandfathered in. It never really falls out of code, but a newer system has an air curtain, which creates a curtain of air where your smoke and all that stuff goes up. It doesn't go into your kitchen and it doesn't go into the dining room. Because two Thursdays ago, boy oh boy, it was very hazy in that dining room.

Mr. Colasinski: It's the kitchen itself though too. It's not healthy for the people doing the cooking.

Mr. Spencer: The kitchen is pretty rough and it's really, really hot.

Mr. Dale: How about from a safety standard?

Mr. Spencer: There's a safety standard on this as well. Because the whole idea of that hood is not only does it suck out the grease and the heat and all those things, but in the unlikely event of a fire, it is supposed to go into the hood and the fire suppression system is supposed to put the fire out and all that stuff is supposed to go through the hood, not around it. We've created this problem with the amount of food that we cook on that one side and the amount of heat that we generate, but again, these are all good problems to have. What we have done is we have contacted two separate companies that both have third-parties; one through US Foods and one through Cheney Brothers. I'm looking for an independent to come out and give us an estimate to replace the hood and extend it a couple of feet in order for us to draft another fryer. Because as we continue to grow, we're going to run out of space.

Mr. McCarthy: Jeff, is it vented through the ceiling?

Mr. Spencer: Yes.

Mr. McCarthy: So, with the ceiling going forward, you got to get the vent.

Mr. Dale: Yeah, and the roof. That's why the timing is pretty good.

Mr. Carnasale: You're saying that you have two companies already.

Mr. Spencer: Yeah, but they haven't been able to get here for estimates. This is not in my field of expertise; however, I have been told, when you get someone in there and if they give you a bid and you accept it, you're still looking at several months out. Because they build them and its supplies and all of the 2022 problems. But I think it's definitely something that we should probably be looking at to get the ball rolling on, because by the time we get into the next season, if we're looking at that 30% to 40% increase, we're going to run into some problems.

Mr. Dale: Talk to me about coolers.

Mr. Spencer: Which part about coolers?

Mr. Dale: I thought there was a cooler issue also where we needed a cooler.

Mr. Spencer: Well, there are cooler issues all over the place because we're putting 10 pounds of stuff into five pounds of coolers, but we're getting there. We're up to the gills in our walk-in cooler, but we're making that work for right now.

Mr. Dale: So, if I understand you correctly, you are asking for a hood, two fryers and a cooler.

Mr. Spencer: Correct. The fryer that we have in there, we can utilize that to another capacity. If we're going to put in fryers, high BTU fryers that recover very quickly, it's worth the extra couple of hundred dollars to put in quality stuff because it runs all day every day. From what I understand and in talking to a couple of people, probably with the equipment and the hood, it's probably somewhere between \$45,000 and \$50,000. It's not cheap.

Mr. Melloh: Then you also have to factor in downtime and that's the big question to ask these guys.

Mr. Spencer: Like I said, I don't really know because if they're going to do an install, they have to get the piece we have out of there. The one thing that I know about this building is that building was built around everything. We took the beer coolers out and that took a lot, but to take a hood out and put one in, there could be several days of downtime.

Mr. Melloh: What adds to the length of time to get it, is the approval from the Fire Marshall because it is a fire suppression system. Those guys like to pull up their little red tent and send it back to the designer. You know how it is.

Mr. Spencer: Absolutely.

Mr. Melloh: It can take a while to get that.

Mr. Spencer: Realistically, I think we'd probably be looking at six months.

Mr. Colasinski: When you say six months, what is the milestone of six months?

Mr. Spencer: From what I'm hearing, if you start looking today, you're probably not looking at getting anything put in for about six months.

Mr. Colasinski: Okay. That's what I wanted to understand.

Mr. Spencer: Because of the materials and the bill time.

Mr. Colasinski: But you need to start the process now to get government approvals.

Mr. Spencer: Exactly. My concern is that the Fire Inspector comes in and we're hopping busy and sees that, and they're going to be like, "*Woah, hold on here.*" I'm worried that they're going to say we're out of code. We've created the problem.

Mr. Dale: I understand. So, we're at a point here where to me we really haven't spent anything. We bought a few bench seats and things like that, but we really haven't spent any bond money of substance on the restaurant.

Mr. Melloh: The Board approved \$50,000.

Mr. Dale: We wound up getting carpeting.

Mr. Melloh: You got the sandwich prep tables and two beer coolers. I have the list. If we add in the equipment, we're at \$42,000 right now.

Mr. Dale: Okay, \$42,000. Originally we were planning on spending much more than that as I recall. I'm not talking about from an equipment standpoint.

Mr. Melloh: We were discussing it. You approved \$50,000.

Mr. Colasinski: That was to get started.

Mr. Melloh: Yes, so we didn't have to come back every single time for every single thing.

Mr. Showe: These would be separate approvals.

Mr. Melloh: I think the situation you have here is that we need to put together the quotes, including the prior ones and then come back to the Board and say, *"Here's what we got."*

Mr. Dale: Or the alternative is to do as we've done in the past, allow you and the chef to select the best quote. That way we're able to get the ball rolling. What I would hate is, let's say at the next meeting we don't have a quorum and then all of a sudden we're another two months down the road. Then we're in-season to try and put in a hood.

Mr. Melloh: We don't want to do that.

Mr. Dale: That's not where I want to be. We have done that for other items where you are authorized to make the best choice up to \$50,000 or \$55,000.

Mr. Showe: It sounds like there's definitely going to be a delay from approval to getting this stuff in."

Mr. Dale: Right.

Mr. Showe: So, if you authorize Tim to make the call, we'll bring it to the next Board meeting and you can ratify that decision at that point. If there's some huge problem, we can just tell them that we're canceling it.

Mr. Dale: Right. There you go.

Mr. Showe: I think that's the way to go.

Mr. Dale: I prefer to go that route so we can get the ball rolling.

Mr. Colasinski: Is there any motion required for that or just actions?

Mr. Showe: The motion would be to delegate Tim to make the decision on getting at least an initial deposit for the hood and the fryer and any other associated restaurant equipment and all agreements that we've brought back to the Board upon execution for ratification.

Mr. Carnasale: It would be for a hood, two fryers and refrigeration.

Mr. Dale: Whatever it is that they need.

Mr. Carnasale: That's what I got out of it.

Mr. Showe: Two fryers, a cooler and the adjustment in the fire inspection system.

Mr. Melloh: The kitchen package that Jeff needs to continue on with business because it is a safety issue. We need to make sure that we need to do that because that's not good.

Mr. Colasinski: I will approve that based on what Jason said.

Mr. Showe: I think the motion would be to authorize Tim to approve a kitchen package, subject to after approval, it will be brought back to the next Board meeting for ratification.

Mr. Colasinski MOVED to delegate the General Manager to approve a kitchen package, subject to providing to the Board at the next meeting for ratification and Mr. McCarthy seconded the motion.
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Mr. Dale: Is there any discussion?

Mr. Bedwell: I would just like to know where the money is coming from. Is this a capital improvement out of reserves?

Mr. Dale: That's the way I look at it.

Mr. Bedwell: Okay.

Mr. Colasinski: Wait a minute.

Mr. Dale: No, out of the bond.

Mr. Bedwell: There's nothing on the bond list for the restaurant.

Mr. Dale: It falls into the clubhouse. I think that clubhouse category is enough.

Mr. Bedwell: Okay.

Mr. McCarthy: We're fortunate we have the bond.

Mr. Carnasale: That helps.

On VOICE VOTE with all in favor delegating the General Manager to approve a kitchen package, subject to providing to the Board at the next meeting for ratification was approved.
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Mr. Showe: We will keep that on our list and will provide it back to the Board after its approved.

Mr. Dale: Jeff, is there anything else?

Mr. Spencer: No, I think that's all.

Mr. Carnasale: I would just like to make a comment on the calendar. I think it's fantastic that you're going to be busy, not just for the first week, but all the way through. I'm looking at karaoke, live music, burger days, taco days, Manhattan days a whole slew of different types of events going on throughout the month. So, I would congratulate you and Michelle.

Mr. Dale: Kudos, chef.

Mr. Melloh: Could I put a plug-in for the "*Slap Yo Mama Chicken Sandwich*"?

Mr. Spencer: We have a new menu every couple of weeks.

Resident (Not Identified): What's the pork one?

Mr. Spencer: It's the official sandwich or unofficial sandwich of Indiana, "*Hoosier Doosier*". The people who come in love the kitsch. They think it's fun. Actually, I changed the name of one of our salads, our cobb salad, to something different. I just re-branded it and we sold a whole bunch of them today. People like that.

Mr. Melloh: Great job.

Mr. Dale: Alright. Let's move on to the Treasurer's Report.

## **EIGHTH ORDER OF BUSINESS**

### **Treasurer's Report – Consideration of Financial Statements**

#### **A. Approval of Check Register**

Mr. Showe: We have the approval of the Check Register. It is in your agenda packet. We can take any questions or a motion to approve.

On MOTION by Mr. Bedwell seconded by Mr. McCarthy with all in favor the Check Register for March 17, 2022 through April 22, 2022 in the amount of \$777,531.92 was approved.

#### **B. Balance Sheet and Income Statement**

Mr. Showe: The balance sheet and income statement is in the agenda package. We are over 93% collected on our assessments. So, we're in great shape. I think we've already discussed the financials. I can answer any questions offline if you have any. That's all I have.

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

Mr. Dale: I'm going to take the lead on this one because I have two semi large requests. The first one, I think will be received by a lot of people very favorably. I am going to make the recommendation that from the months of June to October, after 2:00 p.m., we reinstate free employee golf. The reasons for that are several, but I don't believe at this time, I know initially why we took things off the table. but we're specifically talking about after 2:00 p.m. The other criteria that I want to throw onto that is the employee has to work a minimum of 10 hours, which works out to two shifts or something like that, but 10 hours is the ballpark number I would throw out initially. That would be available only to employees of the golf course. I know that there are issues with PGA pros and this would be only an employee benefit. So, I'm going to open the floor for discussion on that issue or entertain any kind of motion if anybody is receptive. I don't normally make motions as Chair, but I am going to make that motion that we re-institute that.

Mr. Colasinski: You have to have discussion first before you make a motion.

Mr. McCarthy: What are the dates?

Mr. Dale: Let's go from June to October after 2:00 p.m.

Mr. McCarthy: Through the month of October or June, August, to July, August, September?

Mr. Dale: October is when our season starts back.

Mr. McCarthy: Okay, so through September 30<sup>th</sup>?

Mr. Dale: Right.

Mr. Bedwell: After what time, Rob?

Mr. Dale: After 2:00 p.m. You have to work a minimum of 10 hours a week, I think.

Mr. Colasinski: Tim, do you have an opportunity to keep track of those, I mean, to manage it? How do we manage that with the 10 hours a week? Do we have a mechanism for that?

Mr. Melloh: Chris is trying diligently to get to that level where everybody that we hire works two shifts. But where it becomes a challenge is sometimes you have a shift like a Sunday afternoon that is very difficult to fill by anybody. Then you have the guy who can work on Sunday afternoon, but can't work any other time because they have family. So, you're kind of like, *"Okay, well, let's hire that guy because he can work Sundays."*



Mr. Carnasale: Then the question becomes if he's available to basically work on Sunday, and if he's also available to golf, he should be golfing on a day that he seems to be available that he could've worked. The fact that he wants free golf, is telling me that he has the time.

Mr. Melloh: There's a \$22 cart fee for golf. We can still identify who that is.

Mr. Dale: Actually, what I'm proposing, just so I'm clear, is the way things used to work, there was not a cart fee before. Correct?

Mr. Melloh: Yes, there was no cart fee before. It was on a space-available basis. We would still want to make it on a space-available basis.

Mr. Dale: Right. It would be based on the space available.

Mr. Melloh: We're not talking about just letting him make tee times seven days in advance.

Mr. Dale: Exactly. Thank you for clarifying that, but I also am not advocating beyond this though.

Mr. Melloh: No, I understand the free golf part of it. I think that's great, but as far as us answering Steve's question, we can say, *"Well, you're scheduled to work one day a week, but unfortunately, you don't qualify for this program, unless we can get you some other hours some way."* Are you saying that if a guy is scheduled to work three shifts, but because he got rained out worked only two shifts?

Mr. Dale: If he gets rained out, then you re-schedule.

Mr. Melloh: You know what I'm saying? It is more about how we schedule.

Mr. Dale: What I don't want is the person that's perpetually scheduled for just one shift.

Mr. Melloh: I get it.

Mr. Carnasale: Or just doesn't show for a shift.

Mr. Colasinski: Well, that's different.

Mr. Carnasale: If it's rained out, it's rained out.

Mr. Colasinski: Well, that's a different issue.

Mr. Melloh: Yeah. I just wanted to be clear.

Mr. Dale: I'm good with it.

Mr. Melloh: That's fine.

Mr. Colasinski: So, then it's scheduled a minimum of 10 hours?

Mr. Melloh: You have to be scheduled 10 hours a week.

Mr. Colasinski: Okay.

Mr. Melloh: We can manage that.

Mr. Colasinski: I just want to make sure that you have a mechanism.

Mr. Melloh: Chris knows who is scheduled for what. That would perhaps help us take the guy that works one time for four hours.

Mr. Dale: And that's part of my thinking behind that.

Mr. Melloh: I like it, but I'm just saying that I just want to be sure it's the right way.

Mr. Dale: I want to see how that works over the summer to see if we can get more hours out of the existing employees.

Mr. Bedwell: Tim, how long is a shift?

Mr. Melloh: If you're talking about the cart barn as an example, it can be anywhere from Noon to 8:00 p.m. or 8:30 p.m. This time a year, the guys are there longer because we allow people to play golf longer.

Mr. Bedwell: I'm trying to think of something simpler for you to manage than 10 hours, if they have to work two shifts.

Mr. Melloh: That's two, five-hour shifts. Most of them work five hours. I think 10 hours, to be honest with you, is a perfect number, if you're going to require two shifts.

Mr. Bedwell: I would just say two shifts.

Mr. Melloh: The other part of it is, and that's another reason why I want to say, *"Scheduled for,"* because sometimes we'll take the starters and say, *"Hey, you know, we can handle it in the shop"* or a PA or something like that. I don't want the decision to be made, *"Well, I don't want to go home now because I want to get free golf."* I think the easiest way to do it is to say, *"Scheduled for 10 hours or more per week."*

Mr. Dale: All right.

Mr. Melloh: Because I understand the spirit of what it is we're trying to accomplish. I think 10 hours is a perfect number.

Mr. Dale MOVED to reinstate free golf for employees after 2:00 p.m. from June until September and Mr. Bedwell seconded the motion.
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Mr. Dale: Thank you, Dave. At this point, do we have any further discussion on the issue?

Mr. Bedwell: No.

On VOICE VOTE with all in favor reinstating free golf for employees after 2:00 p.m. from June to September was approved.

Mr. Melloh: So, I'm clear, it's June 1<sup>st</sup> through September 30<sup>th</sup>.

Mr. Dale: Correct.

Mr. Melloh: The fiscal year starts our season.

Mr. Dale: In the afternoon.

Mr. Melloh: 2:00 p.m., on a space available basis. We do have some groups that like to go out at 2:00 p.m., so we don't want anybody stealing their tee time. We're growing. One of the areas, Steve, that I meant to mention, is that is probably one area where we could do a slight rate increase. These are later in the day fees. Chris and I have already talked about that. We don't want to cross a red line. We want to see how people are responding.

Mr. Colasinski: 5:30 p.m. they were so stacked up to go off for the first tee.

Mr. Melloh: I was telling Rob earlier, that I was looking at my office window and there were 10 people hitting balls. Two people that just got balls were going to the range and Mike was giving golf lesson. We're a happening place.

Mr. Colasinski: It's a good thing.

Mr. Dale: One of the things I'm hoping, it's not a requirement, is this also winds up bringing up some morning tee times, from people that had memberships that also happen to be employees.

Mr. Colasinski: What else do you have?

Mr. Dale: The next issue is when we originally calculated our contract with Jeff, the restaurant owner, things were a lot different from an employee perspective. I know it was only six months ago, but with what the restaurant environment has turned into, it's hard to get a chef. We're winding up having to pay them \$18 or \$19 an hour. We had numerous ads out for chefs and had trouble recruiting, but when we made benefits available, we were able to find chefs. Now we have two chefs that are the foundation of the restaurant that also receive benefits. Those benefits cost us about \$8,000 to 10,000 a person.

Mr. Melloh: Yeah. We're looking at about \$800 a month.

Mr. Dale: And then the one server that we have is our foundation server. We can't afford to lose those people. That's why they have benefits. So, when we calculated how Jeff receives his bonus, it's based on the net revenues. I don't think it's fair to him right now, that those requirements got foisted upon him basically with the benefits. When we calculate his bonus, let's say he's at a net revenue of 0 for the year, what I would advocate doing is adding back in the cost of the benefits for his bonus calculation purposes, which I believe is at 25%?

Mr. Melloh: From what I understood is its 20% or 25%.

Mr. Dale: So, what this is, is a fairness clause. We'd be talking at the most, 25% of the \$30,000 that would get calculated back in. But he's just in a world where he has to offer that benefit to people.

Mr. Colasinski: We're also required to, by the state, for him to work full-time.

Mr. Dale: Thank you. By not having that, we'd have a lot of problems with retention. I think it's just the fair thing to do. I asked Tim, if we were able to add that cost onto the CDD or onto the golf course, and after a long discussion, the conclusion that we came to, was that the easiest way from a calculation standpoint is that still goes into the restaurant cost. All I'm talking about is for purposes of calculating his bonus. This would be an addendum to his existing contract that would subtract the cost of those three employees insurance out of the calculation. Is there discussion on the issue?

Mr. Melloh: So, we are going to still account for it as the F&B operation.

Mr. Colasinski: It would be a credit.

Mr. Melloh: We would credit him back for whatever it ends up being.

Mr. Dale: At the end of the year.

Mr. Showe: His contract has a section that defines net revenue. So, I think the easiest way to do it, is we can do an addendum that redefines net revenue as subtracting out any expenses for health insurance.

Mr. Dale: Yeah.

Mr. Showe: It's still accounted for in our accounting. It's still a cost to the District, but for purposes of calculating his net revenue, those are not included as expenses.

Mr. Dale: Right, because Jeff said that it really upset him. He said, *"Had I known this at the initiation of the contract, I would have had that written in as a clause."*

Mr. Colasinski: Your phrasing is actually very good for health insurance costs. We may have more or less at the time. That number may vary.

Mr. Showe: I wouldn't define it by the number of employees or by the amount.

Mr. Colasinski: That's right. That covers pluses or minuses.

Mr. Showe: That category we would just exclude.

Mr. Colasinski: But if two people leave, then it's all covered.

Mr. Showe: Obviously, but that still factors the net revenue and the salaries. So, if he hires 20 people, it's going to make an impact.

Mr. Dale: I don't expect this to be the max, but let's worst-case it. We'd be talking about potentially an extra \$7,500 because 25% of \$30,000 is \$7,500.

Mr. Colasinski: I think we've done the math and we've got something here. If there is a motion for that, then we should have one.

Mr. Showe: I think the motion would be to direct staff to prepare an addendum to the contract that would pull out health insurance from the net revenue calculation.

Mr. McCarthy: Tim, what are we paying for his health insurance with his wife and kids?

Mr. Melloh: We don't pay for his health insurance at all.

Mr. Showe: Correct. He's not an employee.

Mr. Melloh: He's a 1099 independent contractor. What we have here is a situation where his staff are our staff, but yet it's under F&B. I'm not sure we should take this expense under golf course because it's not a golf course expense. The county would say that. We're trying to get the full definition from the employment company to find out at what point do we need to offer. Because the other part of it is, if anybody over 32 hours is considered full time, then that means if you don't want to offer him benefits, you have to keep him under 32 hours. What you want are really like you said, a good solid core of people. It really starts off with the cook, because no matter how good the servers are, if the food's not good, it doesn't make any difference. Jeff has impressed me quite a bit with what he's got going on there with the two guys that he has there now. Again, what this does as you go forward is, you have two early chefs now. It's going to free him to be out in front of the house a little bit more and be more the face of the operation instead of having to be the guy that's offsetting all of this labor, by being the cook of the kitchen. I'm not saying he's not going to do that. He's going to definitely do that. But I think this is a good idea.

It's still going to show you the profits and losses for the restaurant, but I think they are crediting him that portion.

Mr. Dale: I think it's the fair thing to do.

Mr. Melloh: I think that's a good idea. I really do.

Mr. McCarthy: I agree, Rob. I think that's a good thing to do.

Mr. Dale: Thank you.

On MOTION by Mr. Dale seconded by Mr. McCarthy with all in favor directing staff to prepare an addendum to the contract pulling out health insurance from the net revenue calculation was approved.

Mr. Showe: We'll draft that addendum for execution.

Mr. Dale: Thank you. One last thing. This doesn't require a vote or anything, but I know that there are a lot of people that read these minutes. I don't normally like to address wacky rumors that come from social media, but I am going to address one that I have heard, which centers around me being related to Jeff. I will say emphatically that the first rumor I heard was that I was related to Lillian. Then, when they found out that Lillian is of Hispanic descent, they said, "*Oh he's related to Jeff.*" Prior to Jeff becoming contracted under this District, I think I met him maybe twice in my life. That was when his band was playing at Tracey's lounge. It was one of those, "*Hey, you guys sound great tonight!*" So, there is no relation. For the people reading these minutes, whoever is telling you that, is lying to you. That is all I have, Dave.

Mr. Bedwell: Well said.

Mr. Dale: Thank You.

Mr. Bedwell: I wanted to just say a comment about what we talked earlier about expenses. I joined this Board many years ago because the golf course was terrible and the Golf Course Superintendent Budget was way too low. If you look at everything, the way they look at it, if they say if your golf course rack price is this, your Golf Course Superintendent Budget should be this. When you look at that, we're supposed to be about somewhere between \$1 million and \$1.2 million, which is about where we are. That's the biggest expense we have.

Mr. Colasinski: \$1 million to \$1.2 million for what?

Mr. Bedwell: For the Golf Course Superintendent's Budget.

Mr. Colasinski: Right.

Mr. Bedwell: If I go to Pinchurst, I'm spending more money.

Mr. Colasinski: Yeah. I'm just trying to remember that I have to subtract the golf operations out of that.

Mr. Bedwell: Because people's expectation is if I'm going to paying \$225 at the ocean course, which I did, I expect something a lot better.

Mr. Colasinski: Sure. I'm just trying to understand, because the expenses are Jim's. So, we have to subtract out that operation's cost.

Mr. Bedwell: We're in the range of where we're supposed to be based on what the published rate is.

Mr. Colasinski: Yeah. It's just right now we're getting so much inflation.

Mr. Bedwell: I know.

Mr. Colasinski: We talked through that already.

Mr. Bedwell: Maybe it's over \$1.2 million.

Mr. Colasinski: With the inflation, it probably should be.

Mr. Bedwell: Okay. That's all I have.

Mr. Dale: Thank you, Dave. Paul?

Mr. McCarthy: When I was Chairman and we went forward with the bond, it was interesting that I was accused of making all kinds of money from the contracts and so forth. No contracts were ever let out. A number of people accused me of taking advantage, so I know what you're talking about.

Mr. Dale: Let's just leave it there. Steve?

Mr. Colasinski: I have nothing since its close to Midnight.

## **TENTH ORDER OF BUSINESS**

## **Adjournment**

Mr. Dale: We need a motion to adjourn.

On MOTION by Mr. McCarthy seconded by Mr. Carnasale with all in favor the meeting was adjourned.

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Secretary/Assistant Secretary

---

Chairman/Vice Chairman

## SECTION V



# SECTION A

## RESOLUTION 2022-01

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE VIERA EAST COMMUNITY DEVELOPMENT DISTRICT APPROVING A PROPOSED BUDGET FOR FISCAL YEAR 2022/2023 AND SETTING A PUBLIC HEARING THEREON PURSUANT TO FLORIDA LAW; ADDRESSING TRANSMITTAL, POSTING AND PUBLICATION REQUIREMENTS; ADDRESSING SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the District Manager has heretofore prepared and submitted to the Board of Supervisors (“**Board**”) of the Viera East Community Development District (“**District**”) prior to June 15, 2022, a proposed budget (“**Proposed Budget**”) for the fiscal year beginning October 1, 2022 and ending September 30, 2023 (“**Fiscal Year 2022/2023**”); and

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

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE VIERA EAST COMMUNITY DEVELOPMENT DISTRICT:**

1. **PROPOSED BUDGET APPROVED.** The Proposed Budget prepared by the District Manager for Fiscal Year 2022/2023 attached hereto as **Exhibit A** is hereby approved as the basis for conducting a public hearing to adopt said Proposed Budget.

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

DATE:	August 25, 2022
HOUR:	7:00 p.m.
LOCATION:	Multi-Purpose Room Faith Lutheran Church 5550 Faith Drive Viera, FL 32955

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

4. **POSTING OF PROPOSED BUDGET.** In accordance with Section 189.016, *Florida Statutes*, the District’s Secretary is further directed to post the approved Proposed Budget

on the District's website at least two days before the budget hearing date as set forth in Section 2, and shall remain on the website for at least 45 days.

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

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

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

**PASSED AND ADOPTED THIS 26<sup>th</sup> DAY OF MAY, 2022.**

ATTEST:

**VIERA EAST COMMUNITY  
DEVELOPMENT DISTRICT**

\_\_\_\_\_  
Secretary/Assistant Secretary

By: \_\_\_\_\_  
Its: \_\_\_\_\_

# **Viera East**

*Community Development District*

## **Proposed Budget**

*FY2023*



**Viera East  
Community Development District**

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**Viera East**  
**Community Development District**  
General Fund  
Proposed Operating Budget  
Fiscal Year 2023

<b>Actual FY 2021</b>	<b>Adopted Budget FY 2022</b>	<b>Actual Thru 4/30/22</b>	<b>Projected Next 5 Months</b>	<b>Total Projected @ 9/30/22</b>	<b>Proposed Budget FY 2023</b>
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*Revenues*

Maintenance Assessments	\$808,157	\$808,157	\$780,802	\$27,354	\$808,157	\$808,157
Golf Course Administrative Services	\$56,280	\$56,280	\$32,830	\$23,450	\$56,280	\$56,280
Donations for Park Materials	\$3,000	\$0	\$4,275	\$1,500	\$5,775	\$5,000
Miscellaneous Income- Farmers Market	\$0	\$0	\$12,191	\$9,000	\$21,191	\$20,000
Interest Income	\$4	\$100	\$55	\$55	\$110	\$100
Carryforward Surplus	\$0	\$42,948	\$0	\$0	\$0	\$70,642
<b>Total Revenues</b>	<b>\$867,441</b>	<b>\$907,484</b>	<b>\$830,153</b>	<b>\$61,359</b>	<b>\$891,512</b>	<b>\$960,178</b>

*Administrative Expenditures*

Supervisors Fees	\$31,550	\$30,496	\$14,486	\$12,000	\$26,486	\$30,519
Engineering Fees	\$2,438	\$5,000	\$1,025	\$1,100	\$2,125	\$5,000
Attorney's Fees	\$20,276	\$5,000	\$8,809	\$7,500	\$16,309	\$5,000
Dissemination	\$1,000	\$1,000	\$583	\$500	\$1,083	\$1,000
Trustee Fees	\$10,641	\$5,600	\$0	\$5,600	\$5,600	\$5,600
Annual Audit	\$5,750	\$6,500	\$0	\$6,500	\$6,500	\$6,500
Collection Agent	\$2,500	\$2,500	\$1,458	\$1,042	\$2,500	\$2,500
Management Fees	\$100,440	\$103,454	\$60,348	\$43,106	\$103,454	\$106,557
Postage	\$2,093	\$1,500	\$898	\$700	\$1,598	\$1,500
Printing & Binding	\$1,424	\$2,500	\$3,980	\$400	\$4,380	\$3,500
Insurance- Liability	\$8,517	\$8,040	\$4,081	\$2,915	\$6,996	\$9,607
Legal Advertising	\$2,037	\$1,500	\$797	\$650	\$1,447	\$1,500
Other Current Charges	\$695	\$1,500	\$177	\$150	\$327	\$1,500
Office Supplies	\$1,202	\$1,500	\$50	\$40	\$90	\$1,500
Dues & Licenses	\$175	\$175	\$175	\$0	\$175	\$175
Information Technology	\$3,400	\$4,250	\$2,479	\$1,771	\$4,250	\$4,378
<b>Total Administrative</b>	<b>\$194,135</b>	<b>\$180,515</b>	<b>\$99,347</b>	<b>\$83,973</b>	<b>\$183,320</b>	<b>\$186,336</b>

*Operating Expenditures*

Salaries	\$144,820	\$147,487	\$89,016	\$74,000	\$163,016	\$158,281
Administration Fee	\$1,909	\$1,388	\$649	\$500	\$1,149	\$1,354
FICA Expense	\$9,373	\$11,283	\$6,420	\$5,000	\$11,420	\$12,108
Health Insurance	\$17,814	\$17,410	\$9,960	\$8,000	\$17,960	\$23,159
Workers Compensation	\$3,522	\$2,891	\$1,481	\$1,200	\$2,681	\$3,102
Unemployment	\$992	\$842	\$666	\$300	\$966	\$1,011
Other Contractual	\$9,762	\$7,500	\$8,566	\$6,500	\$15,066	\$12,000
Marketing- Lifestyle/Amenities	\$0	\$18,000	\$10,922	\$6,000	\$16,922	\$18,000
Training	\$0	\$500	\$0	\$250	\$250	\$500
Uniforms	\$0	\$500	\$0	\$250	\$250	\$500
<b>Total Operating</b>	<b>\$188,193</b>	<b>\$207,801</b>	<b>\$127,681</b>	<b>\$102,000</b>	<b>\$229,681</b>	<b>\$230,015</b>

*Maintenance Expenditures*

Canal Maintenance	\$9,827	\$14,000	\$0	\$10,000	\$10,000	\$14,000
Lake Bank Restoration	\$57,000	\$30,000	\$24,000	\$0	\$24,000	\$30,000
Environmental Services	\$15,126	\$20,000	\$1,265	\$10,000	\$11,265	\$20,000
Water Management System	\$106,751	\$99,000	\$66,359	\$45,000	\$111,359	\$107,000
Control Burns	\$6,922	\$15,000	\$0	\$5,000	\$5,000	\$10,000
Contingencies	\$0	\$2,000	\$3,157	\$500	\$3,657	\$2,000
Fire Line Management	\$800	\$2,000	\$2,000	\$1,000	\$3,000	\$2,000
Basin Repair	\$0	\$3,000	\$117	\$1,000	\$1,117	\$3,000
<b>Total Maintenance</b>	<b>\$196,426</b>	<b>\$185,000</b>	<b>\$96,898</b>	<b>\$72,500</b>	<b>\$169,398</b>	<b>\$188,000</b>

**Viera East**  
**Community Development District**  
General Fund  
Proposed Operating Budget  
Fiscal Year 2023

	<b>Actual FY 2021</b>	<b>Adopted Budget FY 2022</b>	<b>Actual Thru 4/30/22</b>	<b>Projected Next 5 Months</b>	<b>Total Projected @ 9/30/22</b>	<b>Proposed Budget FY 2023</b>
<i>Grounds Maintenance Expenditures</i>						
Salaries	\$129,923	\$166,108	\$77,810	\$65,000	\$142,810	\$172,966
Administrative Fees	\$3,060	\$3,446	\$1,298	\$1,100	\$2,398	\$3,010
FICA	\$9,556	\$12,707	\$5,676	\$4,000	\$9,676	\$13,229
Health Insurance	\$17,427	\$28,182	\$10,765	\$9,200	\$19,965	\$31,692
Workers Compensation	\$3,133	\$3,256	\$1,295	\$1,000	\$2,295	\$3,389
Unemployment	\$1,745	\$2,506	\$830	\$700	\$1,530	\$2,521
Telephone	\$6,910	\$6,250	\$3,982	\$2,920	\$6,902	\$7,020
Utilities	\$6,715	\$7,200	\$5,386	\$3,000	\$8,386	\$7,200
Property Appraiser	\$1,989	\$1,990	\$1,989	\$0	\$1,989	\$1,990
Insurance- Property	\$1,499	\$2,197	\$1,537	\$1,100	\$2,637	\$2,479
Repairs	\$18,528	\$15,000	\$11,917	\$7,000	\$18,917	\$20,000
Fuel	\$14,508	\$10,000	\$11,146	\$7,500	\$18,646	\$14,000
Park Maintenance	\$4,447	\$7,500	\$5,651	\$2,800	\$8,451	\$7,500
Sidewalk Repair	\$0	\$10,000	\$0	\$2,500	\$2,500	\$10,000
Chemicals	\$2,304	\$4,000	\$1,869	\$1,500	\$3,369	\$4,000
Contingencies	\$6,827	\$4,000	\$2,826	\$1,500	\$4,326	\$4,000
Refuse	\$4,560	\$6,000	\$2,640	\$2,400	\$5,040	\$6,000
Office Supplies	\$765	\$750	\$0	\$500	\$500	\$750
Uniforms	\$2,519	\$3,000	\$2,099	\$1,075	\$3,174	\$3,000
Fire Alarm System	\$7,315	\$7,500	\$3,581	\$2,555	\$6,136	\$7,500
Rain Bird Pump System	\$28,501	\$27,576	\$16,319	\$11,492	\$27,811	\$27,581
Park Materials	\$3,221	\$0	\$1,748	\$1,500	\$3,248	\$5,000
Maintenance Reserve- Transfer Out	\$1,211	\$5,000	\$0	\$5,000	\$5,000	\$1,000
Maintenance Reserve- Transfer Out (Excess)	\$0	\$0	\$0	\$0	\$0	\$0
<b>Total Grounds Expenditures</b>	<b>\$276,660</b>	<b>\$334,168</b>	<b>\$170,363</b>	<b>\$135,342</b>	<b>\$305,706</b>	<b>\$355,827</b>
<b>Total Expenses</b>	<b>\$855,414</b>	<b>\$907,484</b>	<b>\$494,290</b>	<b>\$393,816</b>	<b>\$888,105</b>	<b>\$960,178</b>
<b>Excess Revenue/(Expenditures)</b>	<b>\$12,027</b>	<b>\$0</b>	<b>\$335,863</b>	<b>(\$332,456)</b>	<b>\$3,407</b>	<b>\$0</b>

	<b>FY 2022</b>	<b>FY 2023</b>
Net Assessment- General	\$ 779,212	\$ 779,212
Net Assessment- Recreation	\$ 28,945	\$ 28,945
Total Net Assessments	\$ 808,157	\$ 808,157
Discounts @ 6%	\$ 51,584	\$ 51,584
Gross Assessment	<b>\$ 859,741</b>	<b>\$ 859,741</b>
Assessable Units - Residential	4,204	4,204
Assessable Units - Non-Residential	1,869	1,869
Total Units	<b>6,073</b>	<b>6,073</b>
Gross Assessment per Unit - General Fund	\$ 136	\$ 136
Gross Assessment per Unit - Recreation	\$ 129	\$ 129
Gross Assessment per Unit - Debt Service	\$ 364	\$ 139
	<b>\$ 629</b>	<b>\$ 404</b>

# Viera East

## Community Development District

### General Fund Budget

#### **Revenues:**

##### Maintenance Assessments

The District will levy a Non-Ad Valorem Assessment on all the assessable property within the District in order to pay for its operating and maintenance expenditures incurred during the Fiscal Year.

##### Golf Course Administrative Services

Represents Golf Course Fund portion of salary and benefits for employees paid from the General Fund

Description	Annual Amount
Base	\$ 75,000
10% of Maintenance Supervisor	\$ (7,280)
50% of Labor Position	\$ (11,440)
<b>Total</b>	<b>\$ 56,280</b>

##### Interest Income

The District will earn interest on balances invested during the year

#### **Administrative Expenditures:**

##### Supervisors Fees

The amount paid to each supervisor for the time devoted to District business and meetings is determined by Chapter 190, Florida Statutes, at \$200 per meeting. Amount is based on five supervisors receiving fees for two meetings per month.

##### Engineering Fees

The District's engineer, Robb & Taylor Engineering Solutions Inc, will be providing general engineering services to the District, which includes preparation and attendance of monthly board meetings.

##### Attorney Fees

#### **Legal Counsel:**

##### ***Shutts and Bowen LLP***

300 South Orange Avenue  
Suite 300  
Orlando, FL 32801  
Telephone: (407) 835-6759  
Fax: (407) 849-7288

The District's legal counsel, Shutts and Bowen, will be providing general services, which include attendance and preparation for monthly board meetings. Also, services include reviewing contracts, agreements, resolutions, rule amendments, etc.



# Viera East

## Community Development District

### General Fund Budget

#### Dissemination

The District is required by the Security and Exchange Commission to comply with Rule 15c2-12(b)(5), which relates to additional reporting requirements for un-rated bond issues.

- Series 2006 Water Management \$1,000

#### Trustee Fees

The District will pay annual trustee fees for Water Management Refunding Bonds, Series 2006.

#### Annual Audit

The District is required to annually have its financial records audited by an independent Certified Public Accounting Firm. The estimated cost of the audit is based on the prior fiscal year and will be shared with the Recreational Fund.

#### Collection Agent

Fees incurred by GMS-Central Florida, LLC for calculating, levying and certification of the District's Non-Ad valorem Maintenance Assessments with the Brevard County Tax Collector.

Contractor	Services	Monthly	Annual
GMS- Central Florida, LLC	Assessments	\$ 208	\$ 2,500

#### Management Fees

The District has contracted with GMS-Central Florida, LLC to provide Accounting and Administrative Services for the District. The services include, but are not limited to, recording and transcription of board meetings, administrative services, budget preparation, financial reporting, annual audits, etc.

#### Postage

Mailing of Board Meeting agendas, checks for vendors, overnight deliveries and any other required correspondence. Amount is based on prior years cost.

#### Printing & Binding

Printing and binding agenda packages for board meetings, printing of computerized checks, District Brochures, correspondence, stationary, envelopes etc.

#### Insurance- Liability

The District's general liability, public official's liability, and automobile insurance coverage is provided by EGIS Insurance and Risk Advisors.

Description	Admin Amount	Field Amount	Annual Amount
General Liability	\$ 5,821	\$ -	\$ 5,821
POL/EPLI	\$ 3,786	\$ -	\$ 3,786
Property	\$ -	\$ 2,479	\$ 2,479
<b>Total</b>	<b>\$ 9,607</b>	<b>\$ 2,479</b>	<b>\$ 12,086</b>

# Viera East

## Community Development District

### General Fund Budget

#### Legal Advertising

Advertising of monthly board meetings, public hearings, and any other legal advertising that may be required.

#### Other Current Charges

Any miscellaneous expenses incurred by the District that were not previously budgeted.

#### Office Supplies

Any supplies that may need to be purchased during the Fiscal Year, e.g., paper, minute books, file folders, labels, paper clips, etc.

#### Dues & Licenses

The District is required to pay an annual fee to the Department of Community Affairs for \$175. This is the only anticipated expenditure for this category.

#### Information Technology

Costs related to District's accounting and information systems, District's website creation and maintenance, electronic compliance with Florida Statutes and other electronic data requirements.

#### **Operating Expenditures:**

#### Salaries & Wages

The District currently has a General Manager and 1 full time employee to handle the operations of the District. The proposed amount includes a 1.75% cost of living increase for qualifying full-time employees.

#### Administration Fee

Represents fee to Applied Business Solutions for administration of pay and benefits. Applied Business Solutions charges an administration fee of \$21.23 per employee.

#### FICA

Represents the estimated amount due for Social Security (6.2%) and Medicare (1.45%) based upon the proposed salaries and wages.

#### Health Insurance

Full time District Employee's are eligible for the following health benefits.

Provider	Policy Number	Insurance Description
United Healthcare	591637	Health, Accidental Death, Dental, Vision, Life, and Long Term Disability
Colonial Life	E3682663	Life, Accident, Short Term Disability
Combined	007394312	Accident and Disability

# Viera East

## Community Development District

### General Fund Budget

#### Workers Compensation

The District provides Workers Compensation Insurance for each of its employee's based upon statutory requirements and rates determined by Applied Business Solutions.

#### Unemployment

The District pays State and Federal unemployment for each employee based upon current rate structures.

#### Other Contractual

Miscellaneous fees and contracts incurred for the District.

Description	Annual Amount
ADT Security	\$ 5,742
Ecolab Pest Elimination	\$ 4,318
Xelar Copier	\$ 1,444
Additional Contract Funds	\$ 496
<b>Total Annual Budget</b>	<b>\$ 12,000</b>

#### Marketing- Lifestyle/Amenities

The District is in contract with Unique Webb Consulting to provide Lifestyle and Marketing services which include, but are not limited to social media publications, strategy planning, blogging, videography, photography, event planning, and marketing.

#### Training

Expense involved in providing training for staff.

#### Uniforms

Expense involved in providing uniforms for the administration staff.

#### **Maintenance Expenditures:**

##### Canal Maintenance

Represents cost associated with the maintenance of the canals located east and west of I-95. The canals east of I-95 are maintained by various contractors paid by the District on an "as needed" basis. The canals west of I-95 are maintained by A. Duda & Sons and billed to the District

##### Lake Bank Restoration

Allocation of funds dedicated for lake bank restoration throughout the District.

# Viera East

## Community Development District

### General Fund Budget

#### Environmental Services

The District will incur the following costs related to maintaining and managing the various conservation areas (wetlands and uplands), which are the responsibility of the District. The amount is based upon the current contract with Kevin L. Erwin, plus an allowance for additional services from other providers that may be required. Services provided under this budget item may include the following:

Wetland Monitoring Reports as required by SJRWMD and USACOE.  
Wetland Maintenance, removal of exotic species as required to conform to permit requirements.

Habitat Management, including burns of preserved areas as required within the approved Habitat Management Plan(s).  
Permit Compliance and General Services as required.

#### Water Management System

The District currently has a contract with ECOR Industries, Inc. to provide Aquatic Maintenance Service for the District's Lakes.

<b>Description</b>	<b>Monthly Amount</b>	<b>Annual Amount</b>
Natural Areas Management	\$ 3,654	\$ 43,850
Wingate & Auburn Lake Aquatic Weed Control	\$ 736	\$ 8,837
Bayhill Wetland Maintenance (Bi-Monthly)	\$ 200	\$ 2,400
Aquatic Weed Control	\$ 3,777	\$ 45,325
Header Canal Maintenance (Quarterly)	\$ 1,400	\$ 5,600
Unanticipated Repairs/Improvements		\$ 988
<b>Total</b>	<b>\$ 9,768</b>	<b>\$ 107,000</b>

#### Midge Control

Lake spraying for midge control throughout the CDD.

#### Contingencies

Any miscellaneous expenses incurred by the District that were not previously budgeted.

#### Fire Line Maintenance

Expenses related to the maintenance of the various Fire Lines throughout the District. This mainly includes the mechanical removal of vegetation between homeowners' property and conservation areas in order to slow or stop the spread of wildfire.

#### Basin Repair

Expenses related to the repair and maintenance of the drainage structures at District Basins III, IV, and V. The drainage structures that get repaired are the outfalls (connect lakes) and the flowways (connect lakes to St Johns River).

# Viera East

## Community Development District

### General Fund Budget

#### **Grounds Maintenance Expenditures:**

##### Salaries & Wages

The District currently has a 5 full time and 1 part time employee's to handle the grounds maintenance of the District. The proposed amount includes a 1.75% cost of living increase for qualifying full-time employees.

##### Administration Fee

Represents fee to Applied Business Solutions for administration of pay and benefits. Applied Business Solutions charges an administration fee of \$21.23 per employee.

##### FICA

Represents the estimated amount due for Social Security (6.2%) and Medicare (1.45%) based upon the proposed salaries and wages.

##### Health Insurance

Full time District Employee's are eligible for the following health benefits.

Provider	Policy Number	Insurance Description
United Healthcare	591637	Health, Accidental Death, Dental, Vision, Life, and Long Term Disability
Colonial Life	E3682663	Life, Accident, Short Term Disability
Combined	007394312	Accident and Disability

##### Workers Compensation

The District provides Workers Compensation Insurance for each of its employee's based upon statutory requirements and rates determined by Applied Business Solutions.

##### Unemployment

The District pays State and Federal unemployment for each employee based upon current rate structures.

##### Telephone

Expenses incurred for the telephone and fax machine.

Vendor	Monthly Amount	Annual Amount
Blueline Telecom Group	\$ 584	\$ 7,002
Contingency		\$ 18
<b>Total</b>		<b>\$ 7,020</b>

# Viera East

## Community Development District

### General Fund Budget

#### Utilities

The District has the following utility account with Florida Power and Light to provide electricity for the maintenance building.

<b>Vendor</b>	<b>Account</b>	<b>Monthly Amount</b>	<b>Annual Amount</b>
FPL	83490-45156	\$ 590	\$ 7,080
Contingency			\$ 120
<b>Total</b>			<b>\$ 7,200</b>

#### Property Appraiser

Fees incurred for the Brevard County Property Appraiser performing work in support of processing and distributing non-ad valorem assessment information. The cost for the FY2023 year will be \$1,990.

#### Insurance- Property

Represents the amount paid for the property portion of the insurance premium with EGIS Insurance and Risk Advisors. The property includes vehicles, equipment, etc.

<b>Description</b>	<b>Admin Amount</b>	<b>Field Amount</b>	<b>Annual Amount</b>
General Liability	\$ 5,821	\$ -	\$ 5,821
POL/EPLI	\$ 3,786	\$ -	\$ 3,786
Property	\$ -	\$ 2,479	\$ 2,479
<b>Total</b>	<b>\$ 9,607</b>	<b>\$ 2,479</b>	<b>\$ 12,086</b>

#### Repairs

Any costs related to miscellaneous repairs and maintenance that occur during the fiscal year.

#### Fuel

Costs related to fuel purchased for grounds maintenance machinery that occur during the fiscal year.

#### Park Maintenance

Represents cost associated with the maintenance of the parks and trails located within the district.

#### Sidewalk Repair

Represents cost associated with the repair of the sidewalks located within the district.

#### Chemicals

Includes fungicide applications, herbicide applications, insecticide applications needed to maintain the grounds.

#### Contingencies

Represents any miscellaneous expenses incurred by the District that were not previously budgeted.

# Viera East

## Community Development District

### General Fund Budget

#### Refuse

Estimated costs for refuse services to empty dumpster(s) twice monthly by Danny's Recycling & HAU is:

<b>Contractor</b>	<b>Services</b>	<b>Monthly</b>	<b>Annual</b>
Danny's Recycling & HAU	Empty Dumpster	\$ 430	\$ 5,160
	Contingency		\$ 840
<b>Total</b>			<b>\$ 6,000</b>

#### Office Supplies

Costs for items used in office.

#### Uniforms

The District is in contract with Unifirst to supply uniforms for the Maintenance staff. Unifirst comes to the District weekly to deliver clean uniforms to the staff.

<b>Vendor</b>	<b>Monthly Amount</b>	<b>Annual Amount</b>
Unifirst	\$ 219	\$ 2,624
		\$ 376
<b>Total</b>		<b>\$ 3,000</b>

#### Fire and Burglary Alarm System

The District is in contract with ADT to provide monthly fire and burglary alarm system monitoring and maintenance. The services will be split between the Golf Course and Operations.

<b>Description</b>	<b>Monthly Amount</b>	<b>Annual Amount</b>
System Monitoring	\$ 98	\$ 1,176
Equipment Lease	\$ 511	\$ 6,135
Contingency		\$ 189
<b>Total Annual Budget</b>		<b>\$ 7,500</b>

#### Rain Bird Pump System

The District will be financing a new pump system for irrigation through Rain Bird.

<b>Vendor</b>	<b>Monthly Amount</b>	<b>Annual Amount</b>
Rain Bird	\$ 2,298	\$ 27,581
<b>Total Annual Budget</b>		<b>\$ 27,581</b>

#### Maintenance Reserves – Transfer Out

Funds allocated annually to insure available cash for ongoing operations of the District and for major repair or replacement of capital items.

#### Maintenance Reserves – Transfer Out (PY Excess)

Represents projected excess funds above operating capital requirements in the General Fund.

**Viera East**  
**Community Development District**  
Capital Reserve Fund  
Proposed Budget  
Fiscal Year 2023

<b>Adopted Budget FY 2022</b>	<b>Actual Thru 4/30/22</b>	<b>Projected Next 5 Months</b>	<b>Total Projected @ 9/30/22</b>	<b>Proposed Budget FY 2023</b>
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*Revenues*

Beginning Fund Balance	\$315,696	\$306,394	\$0	\$306,394	\$768,261
Interest Income	\$1,000	\$108	\$65	\$173	\$500
Reserve Funding - Transfer In (General)	\$5,000	\$0	\$5,000	\$5,000	\$1,000
Reserve Funding - Transfer In (Golf)	\$6,694	\$0	\$6,694	\$6,694	\$6,335
Reserve Funding - Transfer In (General Excess)	\$0	\$0	\$0	\$0	\$0
Reserve Funding - Transfer In (Golf Excess)	\$0	\$450,000	\$0	\$450,000	\$0

<b>Total Revenues</b>	<b>\$328,390</b>	<b>\$756,502</b>	<b>\$11,759</b>	<b>\$768,261</b>	<b>\$776,096</b>
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*Expenditures*

Capital Outlay	\$100,000	\$0	\$0	\$0	\$100,000
Truck Maintenance	\$25,000	\$0	\$0	\$0	\$25,000
Transfer Out	\$0	\$0	\$0	\$0	\$0

<b>Total Expenditures</b>	<b>\$125,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$125,000</b>
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<b>Excess Revenues (Expenditures)</b>	<b>\$203,390</b>	<b>\$756,502</b>	<b>\$11,759</b>	<b>\$768,261</b>	<b>\$651,096</b>
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**Viera East**  
**Community Development District**  
Debt Service Fund  
Series 2020  
Proposed Budget FY2023

Adopted Budget FY 2022	Actual Thru 4/30/22	Projected Next 5 Months	Total Projected @ 9/30/22	Proposed Budget FY 2023
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Revenues

Special Assessments	\$ -	\$ -	\$ -	\$ -	\$ 655,615
Interest Income	\$ 500	\$ 13	\$ 10	\$ 23	\$ 500
Beginning Fund Balance	\$ 270,953	\$ 270,936	\$ -	\$ 270,936	\$ 90,344

<b>Total Revenues</b>	<b>\$ 271,453</b>	<b>\$ 270,949</b>	<b>\$ 10</b>	<b>\$ 270,959</b>	<b>\$ 746,459</b>
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Expenditures

Series 2020

Interest-11/1	\$ 90,308	\$ 90,308	\$ -	\$ 90,308	\$ 90,308
Principal- 5/1	\$ -	\$ -	\$ -	\$ -	\$ 475,000
Interest-5/1	\$ 90,308	\$ -	\$ 90,308	\$ 90,308	\$ 90,308

<b>Total Expenditures</b>	<b>\$ 180,615</b>	<b>\$ 90,308</b>	<b>\$ 90,308</b>	<b>\$ 180,615</b>	<b>\$ 655,615</b>
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<b>Excess Revenues (Expenditures)</b>	<b>\$ 90,838</b>	<b>\$ 180,642</b>	<b>\$ (90,298)</b>	<b>\$ 90,344</b>	<b>\$ 90,844</b>
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\* Excess Revenues needed to pay the 11/1/23 Interest Payment \$ 85,558

Land Use	ERU	Units	Total ERU	Percentage	Net Per Unit	Net Assessments
Residential	1.00	4,204.0	4,204.00	84%	\$ 130.57	\$ 548,913.70
Commercial	4.00	204.3	817.20	16%	\$ 522.28	\$ 106,701.30
<b>Net Annual Assessment</b>		<b>4,408.30</b>	<b>5,021.20</b>			<b>\$ 655,615.00</b>

# Viera East

## Community Development District

### Debt Service - Series 2020

### Amortization Schedule

Date	Bond Balance	Interest	Principal	Interest	Fiscal Year Total
11/01/20				\$ 52,497.38	\$ 52,497.38
05/01/21	7,685,000			\$ 90,307.50	
11/01/21				\$ 90,307.50	\$ 180,615.00
05/01/22	7,685,000			\$ 90,307.50	
11/01/22				\$ 90,307.50	\$ 180,615.00
05/01/23	7,685,000	2.000%	\$475,000	\$ 90,307.50	
11/01/23				\$ 85,557.50	\$ 650,865.00
05/01/24	7,210,000	2.000%	\$490,000	\$ 85,557.50	
11/01/24				\$ 80,657.50	\$ 656,215.00
05/01/25	6,720,000	2.000%	\$500,000	\$ 80,657.50	
11/01/25				\$ 75,657.50	\$ 656,315.00
05/01/26	6,220,000	2.000%	\$795,000	\$ 75,657.50	
11/01/26				\$ 67,707.50	\$ 938,365.00
05/01/27	5,425,000	2.000%	\$380,000	\$ 67,707.50	
11/01/27				\$ 63,907.50	\$ 511,615.00
05/01/28	5,045,000	2.000%	\$385,000	\$ 63,907.50	
11/01/28				\$ 60,057.50	\$ 508,965.00
05/01/29	4,660,000	2.000%	\$395,000	\$ 60,057.50	
11/01/29				\$ 56,107.50	\$ 511,165.00
05/01/30	4,265,000	2.125%	\$400,000	\$ 56,107.50	
11/01/30				\$ 51,857.50	\$ 507,965.00
05/01/31	3,865,000	2.600%	\$410,000	\$ 51,857.50	
11/01/31				\$ 46,527.50	\$ 508,385.00
05/01/32	3,455,000	2.600%	\$425,000	\$ 46,527.50	
11/01/32				\$ 41,002.50	\$ 512,530.00
05/01/33	3,030,000	2.600%	\$435,000	\$ 41,002.50	
11/01/33				\$ 35,347.50	\$ 511,350.00
05/01/34	2,595,000	2.600%	\$445,000	\$ 35,347.50	
11/01/34				\$ 29,562.50	\$ 509,910.00
05/01/35	2,150,000	2.750%	\$455,000	\$ 29,562.50	
11/01/35				\$ 23,306.25	\$ 507,868.75
05/01/36	1,695,000	2.750%	\$470,000	\$ 23,306.25	
11/01/36				\$ 16,843.75	\$ 510,150.00
05/01/37	1,225,000	2.750%	\$485,000	\$ 16,843.75	
11/01/37				\$ 10,175.00	\$ 512,018.75
05/01/38	740,000	2.750%	\$740,000	\$ 10,175.00	
			\$7,685,000	\$ 1,992,584.88	\$ 8,927,409.88

**Viera East**  
**Community Development District**  
 Restaurant- Hook and Eagle  
 Proposed Operating Budget  
 Fiscal Year 2023

	<b>Actual FY 2021</b>	<b>Adopted Budget FY 2022</b>	<b>Actual Thru 4/30/22</b>	<b>Projected Next 5 Months</b>	<b>Total Projected @ 9/30/22</b>	<b>Proposed Budget FY 2023</b>
<i><u>Revenues</u></i>						
Food Sales	\$11,908	\$9,200	\$131,760	\$94,114	\$225,874	\$200,000
Wine Sales	\$0	\$400	\$6,406	\$4,576	\$10,982	\$8,000
Beer Sales	\$0	\$6,400	\$80,711	\$57,651	\$138,362	\$120,000
Beverage Sales	\$0	\$1,600	\$20,390	\$14,565	\$34,955	\$25,000
Liquor Sales	\$0	\$2,400	\$43,147	\$30,820	\$73,967	\$60,000
Rental Income	\$21,503	\$0	\$0	\$0	\$0	\$0
Gift Card Sales	\$9,306	\$0	\$7,768	\$5,549	\$13,317	\$10,000
Gift Cards Usage	(\$8,489)	\$0	\$0	\$0	\$0	(\$10,000)
<b>Total Revenues</b>	<b>\$34,228</b>	<b>\$20,000</b>	<b>\$290,183</b>	<b>\$207,274</b>	<b>\$497,457</b>	<b>\$413,000</b>
<i><u>Restaurant Expenditures</u></i>						
Restaurant Manager Contract	\$0	\$0	\$37,917	\$27,083	\$65,000	\$65,000
Salaries	\$0	\$0	\$82,499	\$58,928	\$141,428	\$164,037
Administrative Fee	\$0	\$0	\$3,733	\$2,667	\$6,400	\$8,832
FICA Expense	\$0	\$0	\$8,764	\$6,260	\$15,024	\$12,166
Health Insurance	\$0	\$0	\$6,695	\$4,782	\$11,477	\$20,243
Workers Compensation	\$0	\$0	\$1,307	\$933	\$2,240	\$3,048
Unemployment	\$0	\$0	\$3,724	\$2,660	\$6,384	\$5,408
Telephone	\$0	\$0	\$1,931	\$1,379	\$3,310	\$3,200
Utilities	\$0	\$0	\$5,966	\$4,261	\$10,227	\$12,000
Pest Control	\$1,236	\$1,200	\$692	\$494	\$1,187	\$1,200
Equipment Lease	\$1,268	\$1,100	\$705	\$503	\$1,208	\$1,300
Repairs	\$1,906	\$0	\$6,496	\$4,640	\$11,136	\$7,500
Kitchen Equipment/Supplies	\$5,093	\$0	\$1,400	\$1,000	\$2,401	\$3,000
Paper & Plastic Supplies	\$676	\$0	\$5,240	\$3,743	\$8,983	\$10,000
Operating Supplies	\$1,838	\$0	\$20,118	\$14,370	\$34,488	\$30,000
Janitorial Supplies	\$341	\$0	\$0	\$0	\$0	\$0
First Aid	\$0	\$0	\$188	\$134	\$322	\$500
Entertainment	\$0	\$0	\$5,800	\$4,143	\$9,943	\$10,000
Delivery/Gas	\$0	\$0	\$1,878	\$1,342	\$3,220	\$5,000
Uniforms	\$0	\$0	\$474	\$338	\$812	\$1,000
Dues & License	\$323	\$0	\$4,029	\$2,878	\$6,907	\$5,000
<b>Total Restaurant Expenditures</b>	<b>\$12,682</b>	<b>\$2,300</b>	<b>\$199,556</b>	<b>\$142,540</b>	<b>\$342,096</b>	<b>\$368,434</b>
<i><u>Cost of Goods Sold</u></i>						
Food Cost	\$2,075	\$0	\$50,077	\$35,769	\$85,846	\$80,000
Snack Cost	\$437	\$0	\$4,281	\$3,058	\$7,339	\$10,000
Beer Cost	\$0	\$0	\$31,775	\$22,696	\$54,472	\$54,000
Beverage Cost	\$0	\$0	\$10,761	\$7,686	\$18,447	\$11,250
Wine Cost	\$0	\$0	\$2,318	\$1,656	\$3,974	\$3,600
Liquor Cost	\$0	\$0	\$11,553	\$8,252	\$19,805	\$0
<b>Total Cost of Goods Sold</b>	<b>\$2,512</b>	<b>\$0</b>	<b>\$110,765</b>	<b>\$79,118</b>	<b>\$189,882</b>	<b>\$158,850</b>
<b>Total Revenues</b>	<b>\$34,228</b>	<b>\$20,000</b>	<b>\$290,183</b>	<b>\$207,274</b>	<b>\$497,457</b>	<b>\$413,000</b>
<b>Total Expenditures</b>	<b>\$15,194</b>	<b>\$2,300</b>	<b>\$310,321</b>	<b>\$221,658</b>	<b>\$531,979</b>	<b>\$527,284</b>
<b>Operating Income (Loss)</b>	<b>\$19,034</b>	<b>\$17,700</b>	<b>(\$20,138)</b>	<b>(\$14,384)</b>	<b>(\$34,522)</b>	<b>(\$114,284)</b>
<i><u>Non Operating Revenues/(Expenditures)</u></i>						
Interfund Transfer Out- Golf Course	\$0	(\$17,700)	\$0	\$0	\$0	\$0
Interfund Transfer In- Golf Course	\$0	\$0	\$0	\$34,522	\$34,522	\$114,284
<b>Total Non Operating Revenues/(Expenditures)</b>	<b>\$0</b>	<b>(\$17,700)</b>	<b>\$0</b>	<b>\$34,522</b>	<b>\$34,522</b>	<b>\$114,284</b>
<b>Net Non Operating Income / (Loss)</b>	<b>\$19,034</b>	<b>\$0</b>	<b>(\$20,138)</b>	<b>\$20,138</b>	<b>\$0</b>	<b>\$0</b>

# Viera East

## Community Development District

### Food & Beverage Operating Budget

#### ***Revenues:***

##### Food

Represents all food sales for Hook and Eagle Tavern. Also includes all catering and banquet sales.

##### Wine

Represents all wine sales for Hook and Eagle Tavern. Also includes all catering and banquet sales.

##### Beer

Represents all beer sales for Hook and Eagle Tavern. Also includes all catering and banquet sales.

##### Beverage

Represents all non-alcoholic beverage sales for Hook and Eagle Tavern. Also includes all catering and banquet sales.

##### Liquor

Represents all liquor sales for Hook and Eagle Tavern. Also includes all catering and banquet sales.

##### Gift Card- Sales

Estimated amount of gift cards sold that can be used for discounted rounds of golf, merchandise or restaurant purchases. The full amount of the sale is recorded as revenue at the time of purchase.

##### Gift Card- Usage

Estimated usage of gift cards once purchased. Once the gift cards have been used at the District, the amount used is recorded against the revenue.

#### ***Expenditures:***

Restaurant Manager Contract

##### Salaries & Wages

The District currently has a 1 full time and 30 part time employees to handle the Golf operations of the District. The proposed amount includes a 1.75% cost of living increase for qualifying full time employees.

##### Administration Fee

Represents fee to Applied Business Solutions for administration of pay and benefits. Applied Business Solutions charges an administration fee of \$21.23 per employee.

##### FICA

Represents the estimated amount due for Social Security (6.2%) and Medicare (1.45%) based upon the proposed salaries and wages.

# Viera East

## Community Development District

### Food & Beverage Operating Budget

#### Health Insurance

Full time District Employee's are eligible for the following health benefits.

Provider	Policy Number	Insurance Description
United Healthcare	591637	Accidental Death, Dental, Vision, Life, and Long Term Disability
Health First	114619	Health
Colonial Life	E3682663	Life, Accident, Short Term Disability
Combined	007394312	Accident and Disability

#### Workers Compensation

The District provides Workers Compensation Insurance for each of its employee's based upon statutory requirements and rates determined by Applied Business Solutions.

#### Unemployment

The District pays State and Federal unemployment for each employee based upon current rate structures.

#### Telephone

The District has internet and TV services through Charter Communications for Hook & Eagle Tavern.

Vendor	Monthly Amount	Annual Amount
Charter Communications	\$ 259	\$ 3,112
Contengincy		\$ 88
<b>Total</b>		<b>\$ 3,200</b>

#### Utilities

The District has accounts with City of Cocoa and FPL for utilities in Hook & Eagle Tavern.

Vendor	Account	Monthly Amount	Annual Amount
FPL	03449-33189	\$ 750	\$ 9,000
City of Cocoa	150351-112664	\$ 200	\$ 2,400
Contingency			\$ 600
<b>Total</b>			<b>\$ 12,000</b>

# Viera East

## Community Development District

### Food & Beverage Operating Budget

#### Pest Control

The estimated costs for Ecolab Pest Elimination to provide monthly pest control services.

<b>Vendor</b>	<b>Monthly Amount</b>	<b>Annual Amount</b>
Ecolab Pest Elimination	\$ 95	\$ 1,141
Contingency		\$ 59
<b>Total</b>		<b>\$ 1,200</b>

#### Equipment Lease

The estimated cost to Ecolab for the dish machine rental.

<b>Vendor</b>	<b>Monthly Amount</b>	<b>Annual Amount</b>
Ecolab	\$ 88	\$ 1,054
Contingency		\$ 46
<b>Total</b>		<b>\$ 1,100</b>

#### Repairs

Any costs related to miscellaneous repairs and maintenance that occur during the fiscal year.

#### Kitchen Equipment/Supplies

Represents various operating supplies purchased such as thermometers, silverware, microwave, storage cabinets, etc.

#### Paper & Plastic Supplies

Represents various operating supplies purchased such as paper towels, plastic utensils, paper plates, etc.

#### Operating supplies

Represents various operating supplies purchased

#### First Aid

Cost of work gloves, ear plugs, support belts, and other first aid supplies needed during the fiscal year.

# Viera East

## Community Development District

### Food & Beverage Operating Budget

#### Delivery/Gas

The District has an account with Florida City Gas for natural gas for Hook & Eagle Tavern. Also includes any fuel surcharges for deliveries to the restaurant.

<b>Vendor</b>	<b>Account</b>	<b>Monthly Amount</b>	<b>Annual Amount</b>
Florida City Gas	83490-45156	\$ 400	\$ 4,800
Contingency			\$ 200
<b>Total</b>			<b>\$ 5,000</b>

#### Uniforms

The District is in contract with Unifirst to supply uniforms for the Golf Course Maintenance staff. Unifirst comes to the District weekly to deliver clean uniforms to the staff.

#### Dues and License

Represents the cost of all restaurant operating licenses through DPBR.

#### ***COGS:***

##### Food

Represents food supplies purchased for the restaurant or catering events.

##### Snack

Represents snacks purchased for the restaurant.

##### Beer

Represents beer purchased for the restaurant.

##### Wine

Represents wine purchased for the restaurant.

##### Liquor

Represents liquor purchased for the restaurant.

#### ***Other Sources and Uses:***

##### Transfer In- Golf Course

Represents the Golf Course's obligated amount to transfer to Food & Beverage should there be a shortfall in the operating account.

**Viera East**  
**Community Development District**  
Golf Course  
Proposed Operating Budget  
Fiscal Year 2023

	Actual FY 2021	Adopted Budget FY 2022	Actual Thru 4/30/22	Projected Next 5 Months	Total Projected @ 9/30/22	Proposed Budget FY 2023
<u>Revenues</u>						
Greens Fees	\$1,599,085	\$1,426,357	\$1,208,549	\$863,249	\$2,071,798	\$1,640,311
Gift Cards- Sales	\$10,217	\$25,000	\$6,315	\$4,511	\$10,825	\$25,000
Gift Cards- Usage	(\$18,355)	(\$25,000)	(\$11,480)	(\$8,200)	(\$19,680)	(\$25,000)
Season Advance/Trail Fees	\$252,869	\$210,000	\$167,227	\$119,448	\$286,675	\$210,000
Associate Memberships	\$40,053	\$42,000	\$22,522	\$16,087	\$38,609	\$42,000
Driving Range	\$89,733	\$80,000	\$64,886	\$46,347	\$111,234	\$80,000
Golf Lessons	\$2,100	\$2,100	\$1,545	\$1,104	\$2,649	\$2,100
Merchandise Sales	\$119,537	\$115,000	\$75,179	\$53,700	\$128,879	\$115,000
Assessments -Recreation Operating	\$18,232	\$18,239	\$10,635	\$7,597	\$18,232	\$18,239
Miscellaneous Income	\$6,020	\$15,000	\$4,222	\$3,016	\$7,238	\$15,000
<b>Total Revenues</b>	<b>\$2,119,491</b>	<b>\$1,908,696</b>	<b>\$1,549,601</b>	<b>\$1,106,858</b>	<b>\$2,656,458</b>	<b>\$2,122,650</b>
<u>General Expenditures</u>						
Other Contractual Services	\$15,971	\$15,000	\$8,669	\$6,192	\$14,861	\$15,000
Telephone	\$1,394	\$2,500	\$895	\$639	\$1,534	\$2,500
Postage	\$1,623	\$2,000	\$0	\$1,000	\$1,000	\$2,000
Printing & Binding	\$0	\$1,000	\$0	\$0	\$0	\$0
Utilities	\$16,791	\$15,900	\$2,837	\$2,026	\$4,863	\$5,500
Repairs & Maintenance	\$19,697	\$8,000	\$13,777	\$9,840	\$23,617	\$15,000
Marketing- Golf Marketing	\$19,418	\$39,000	\$11,772	\$8,408	\$20,180	\$35,000
Bank Charges	\$46,081	\$35,000	\$28,052	\$20,037	\$48,089	\$40,000
Office Supplies	\$3,167	\$4,000	\$2,505	\$1,789	\$4,294	\$4,500
Operating Supplies	\$3,937	\$5,000	\$1,907	\$1,362	\$3,269	\$4,000
Dues, Licenses & Subscriptions	\$9,314	\$8,000	\$8,281	\$5,915	\$14,196	\$9,500
Drug Testing- All departments	\$1,070	\$500	\$0	\$250	\$250	\$500
Training, Education & Employee Relations	\$1,990	\$3,000	\$397	\$284	\$681	\$3,000
Contractual Security	\$3,985	\$3,000	\$419	\$299	\$717	\$3,000
IT Services	\$3,222	\$3,000	\$2,947	\$2,105	\$5,052	\$3,000
<b>Total Golf Course Expenditures</b>	<b>\$147,659</b>	<b>\$144,900</b>	<b>\$82,457</b>	<b>\$60,148</b>	<b>\$142,604</b>	<b>\$142,500</b>
<u>Golf Operations:</u>						
Salaries	\$200,975	\$239,595	\$131,492	\$93,923	\$225,414	\$247,235
Administrative Fee	\$16,629	\$19,039	\$9,573	\$6,838	\$16,411	\$18,767
FICA Expense	\$15,357	\$18,329	\$9,960	\$7,114	\$17,074	\$18,913
Health Insurance	\$1,561	\$739	\$5,392	\$3,852	\$9,244	\$12,353
Workers Compensation	\$4,865	\$4,696	\$2,182	\$1,559	\$3,741	\$4,846
Unemployment	\$7,899	\$12,835	\$3,306	\$2,361	\$5,667	\$10,853
Golf Printing	\$2,414	\$2,200	\$1,574	\$1,124	\$2,698	\$2,500
Utilities	\$22,064	\$22,500	\$12,576	\$8,983	\$21,560	\$22,500
Repairs	\$387	\$250	\$1,446	\$1,033	\$2,479	\$1,000
Pest Control	\$1,236	\$1,200	\$696	\$497	\$1,193	\$1,300
Supplies	\$15,281	\$10,000	\$7,096	\$5,069	\$12,165	\$12,000
Uniforms	\$0	\$1,500	\$0	\$500	\$500	\$1,500
Training, Education & Employee Relations	\$200	\$2,000	\$0	\$500	\$500	\$2,000
Fuel	\$0	\$500	\$0	\$0	\$0	\$0
Cart Lease	\$89,529	\$87,763	\$50,279	\$35,914	\$86,193	\$87,763
Cart Maintenance	\$5,153	\$4,000	\$2,441	\$1,743	\$4,184	\$5,000
Driving Range	\$2,659	\$10,000	\$5,843	\$4,174	\$10,017	\$10,000
<b>Total Golf Operation Expenditures</b>	<b>\$386,209</b>	<b>\$437,146</b>	<b>\$243,857</b>	<b>\$175,183</b>	<b>\$419,041</b>	<b>\$458,530</b>



**Viera East**  
**Community Development District**  
 Golf Course  
 Proposed Operating Budget  
 Fiscal Year 2023

	Actual FY 2021	Adopted Budget FY 2022	Actual Thru 4/30/22	Projected Next 5 Months	Total Projected @ 9/30/22	Proposed Budget FY 2023
<u>Merchandise Sales:</u>						
Cost of Goods Sold	\$78,438	\$77,000	\$47,969	\$34,264	\$82,233	\$80,000
<b>Total Merchandise Sales</b>	<b>\$78,438</b>	<b>\$77,000</b>	<b>\$47,969</b>	<b>\$34,264</b>	<b>\$82,233</b>	<b>\$80,000</b>
<u>Golf Course Maintenance:</u>						
Salaries	\$399,991	\$420,047	\$247,263	\$176,616	\$423,879	\$433,512
Administrative Fees	\$9,905	\$9,595	\$4,570	\$3,264	\$7,834	\$8,176
FICA Expense	\$29,518	\$32,134	\$18,482	\$13,201	\$31,683	\$32,900
Health Insurance	\$40,038	\$43,225	\$20,404	\$14,574	\$34,979	\$41,298
Workers Compensation	\$9,598	\$9,341	\$4,124	\$2,946	\$7,070	\$9,420
Unemployment	\$6,191	\$7,165	\$3,351	\$2,394	\$5,744	\$7,165
Consulting Fees	\$2,000	\$0	\$0	\$0	\$0	\$0
Fire Alarm System	\$557	\$4,000	\$0	\$0	\$0	\$4,000
Utilities/Water	\$29,906	\$26,200	\$14,721	\$10,515	\$25,236	\$26,200
Repairs	\$42,203	\$48,000	\$18,994	\$13,567	\$32,560	\$48,000
Fuel & Oil	\$30,797	\$40,000	\$22,994	\$16,424	\$39,418	\$40,000
Pest Control	\$1,151	\$1,000	\$706	\$504	\$1,210	\$1,500
Irrigation/Drainage	\$13,867	\$30,000	\$8,220	\$5,872	\$14,092	\$30,000
Sand and Topsoil	\$9,017	\$26,500	\$7,493	\$5,352	\$12,845	\$26,500
Flower/Mulch	\$3,222	\$7,000	\$4,531	\$3,237	\$7,768	\$7,000
Fertilizer	\$88,073	\$139,000	\$109,439	\$78,171	\$187,610	\$139,000
Seed/Sod	\$1,681	\$16,500	\$0	\$0	\$0	\$16,500
Trash Removal	\$2,854	\$2,000	\$1,484	\$1,060	\$2,543	\$3,000
Contingency	\$2,209	\$6,000	\$8,308	\$5,935	\$14,243	\$6,000
First Aid	\$660	\$800	\$291	\$208	\$499	\$800
Office Supplies	\$0	\$1,000	\$0	\$0	\$0	\$0
Operating Supplies	\$9,286	\$15,000	\$9,585	\$6,846	\$16,431	\$15,000
Training	\$2,428	\$1,000	\$1,429	\$1,021	\$2,449	\$2,000
Janitorial Supplies	\$568	\$1,000	\$40	\$29	\$69	\$1,000
Janitorial Services	\$0	\$20,000	\$6,622	\$4,730	\$11,351	\$20,000
Soil & Water Testing	\$0	\$1,000	\$1,663	\$1,188	\$2,852	\$1,000
Uniforms	\$7,952	\$8,500	\$6,067	\$4,334	\$10,401	\$10,000
Equipment Rental	\$230	\$2,000	\$234	\$167	\$401	\$2,000
Equipment Lease	\$161,865	\$177,975	\$95,247	\$78,000	\$173,247	\$187,550
Small Tools	\$0	\$500	\$0	\$0	\$0	\$500
<b>Total Golf Course Maintenance</b>	<b>\$905,766</b>	<b>\$1,096,482</b>	<b>\$616,262</b>	<b>\$450,153</b>	<b>\$1,066,415</b>	<b>\$1,120,021</b>
<u>Administrative Expenditures:</u>						
Legal Fees	\$0	\$1,500	\$0	\$0	\$0	\$1,500
Engineering	\$0	\$0	\$210	\$150	\$360	\$0
Arbitrage	\$440	\$600	\$450	\$321	\$771	\$600
Dissemination	\$1,000	\$1,000	\$583	\$417	\$1,000	\$1,000
Trustee Fees	\$4,431	\$4,100	\$8,178	\$5,842	\$14,020	\$4,100
Annual Audit	\$1,500	\$1,500	\$0	\$1,500	\$1,500	\$1,500
Golf Course Administrative Services	\$56,280	\$56,280	\$32,830	\$23,450	\$56,280	\$56,280
Insurance	\$81,510	\$85,019	\$53,925	\$38,518	\$92,442	\$111,000
Property Taxes	\$23,041	\$10,000	\$9,153	\$6,538	\$15,691	\$15,000
<b>Total Administrative Expenditures</b>	<b>\$168,202</b>	<b>\$159,999</b>	<b>\$105,330</b>	<b>\$76,735</b>	<b>\$182,065</b>	<b>\$190,980</b>
<u>Reserves:</u>						
Renewal & Replacement	\$31,219	\$6,694	\$0	\$6,694	\$6,694	\$6,335
<b>Total Reserves</b>	<b>\$31,219</b>	<b>\$6,694</b>	<b>\$0</b>	<b>\$6,694</b>	<b>\$6,694</b>	<b>\$6,335</b>
<b>Total Revenues</b>	<b>\$2,119,491</b>	<b>\$1,908,696</b>	<b>\$1,549,601</b>	<b>\$1,106,858</b>	<b>\$2,656,458</b>	<b>\$2,122,650</b>
<b>Total Expenditures</b>	<b>\$1,717,494</b>	<b>\$1,922,221</b>	<b>\$1,095,874</b>	<b>\$803,177</b>	<b>\$1,899,051</b>	<b>\$1,998,366</b>
<b>Operating Income (Loss)</b>	<b>\$401,997</b>	<b>(\$13,525)</b>	<b>\$453,727</b>	<b>\$303,680</b>	<b>\$757,407</b>	<b>\$124,284</b>

Viera East  
Community Development District  
Golf Course  
Proposed Operating Budget  
Fiscal Year 2023

	Actual FY 2021	Adopted Budget FY 2022	Actual Thru 4/30/22	Projected Next 5 Months	Total Projected @ 9/30/22	Proposed Budget FY 2023
<b><u>Non Operating Revenues/(Expenditures):</u></b>						
Assessments -Recreation Debt Service	\$583,887	\$560,250	\$326,817	\$233,433	\$560,250	\$560,250
Interest Income	\$17	\$1,000	\$8	\$10	\$18	\$1,000
Reserve Funding- Transfer Out (PY Excess)	\$0	\$0	(\$450,000)	\$0	(\$450,000)	\$0
Interfund Transfer In- Restaurant	\$0	\$17,700	\$0	\$0	\$0	\$0
Interfund Transfer Out- Restaurant	\$0	\$0	\$0	(\$34,522)	(\$34,522)	(\$114,284)
Gain on Sale of Asset	\$45	\$0	\$300	\$0	\$300	\$0
Interest Expense	(\$140,425)	(\$140,425)	(\$81,915)	(\$39,917)	(\$121,831)	(\$101,250)
Principal Expense	(\$425,000)	(\$425,000)	(\$246,917)	(\$198,083)	(\$445,000)	(\$470,000)
<b>Total Non Operating Revenues/(Expenditures)</b>	<b>\$18,523</b>	<b>\$13,525</b>	<b>(\$451,706)</b>	<b>(\$39,079)</b>	<b>(\$490,785)</b>	<b>(\$124,284)</b>
<b>Net Non Operating Income / (Loss)</b>	<b>\$420,521</b>	<b>\$0</b>	<b>\$2,021</b>	<b>\$264,601</b>	<b>\$266,622</b>	<b>\$0</b>

# Viera East

## Community Development District

### Recreational Operating Budget

#### **Revenues:**

##### Greens Fees

Estimated revenue for public paid rounds of golf.

##### Gift Card- Sales

Estimated amount of gift cards sold that can be used for discounted rounds of golf, merchandise or restaurant purchases. The full amount of the sale is recorded as revenue at the time of purchase.

##### Gift Card- Usage

Estimated usage of gift cards once purchased. Once the gift cards have been used at the District, the amount used is recorded against the revenue.

##### Season Advance/Trail Fees

Estimated revenue of customers who purchase memberships to the District golf course in advance for the year.

##### Associate Memberships

Estimated costs of all associate memberships sold. The associate membership costs \$79 and lasts for one year. The membership gets the member a 20% discount on golf rounds and other discounts on range balls, apparel, and USGA handicap service.

##### Driving Range

Estimated revenue from the District's driving range.

##### Golf Lessons

Estimated revenue from golfing lessons given at the golf course. The District leases the golf instruction program to the Mike Hogan Golf Academy.

##### Merchandise Sales

Estimated revenue of clothing, equipment, and supplies sold in the District's Pro Shop.

##### Assessments- Recreation Operations

The District will levy Non-Ad Valorem assessments in all the assessable property within the District to help fund all of the General Operating Expenditures for the fiscal year.

##### Miscellaneous Income

Estimated annual revenue for various miscellaneous charges billed and collected by the District.

# Viera East

## Community Development District

### Recreational Operating Budget

#### **General Expenditures:**

#### **Other Contractual Services**

Contractual Services include the following contracts:

<b>Vendor</b>	<b>Monthly Amount</b>	<b>Annual Amount</b>
Brighthouse (Cable & Internet)	\$ 350	\$ 4,200
Waste Management (Dumpster Removal)	\$ 338	\$ 4,057
Great America Financial	\$ 93	\$ 1,117
American Safety and First Aide		\$ 500
Crystal High Rise, Inc		\$ 250
Slug A Bug (Termite Renewal)		\$ 325
Contingency		\$ 4,551
<b>Total Annual Budget</b>		<b><u>\$15,000</u></b>

#### **Telephone**

Represents regular telephone lines, credit card, and Internet access. A portion of expenses related to the District are transferred to General Fund.

<b>Vendor</b>	<b>Monthly Amount</b>	<b>Annual Amount</b>
Greybar Financial Services	\$ 289	\$ 3,469
Cricket	\$ 104	\$ 1,248
Contingency		\$ 783
<b>Total</b>		<b><u>\$ 5,500</u></b>

#### **Postage**

Mailing payroll checks, checks for vendors, overnight deliveries and any other required correspondence that is directly related to the golf course. A portion of expenses related to the District are transferred to General Fund.

#### **Printing & Binding**

Printing of computerized checks, brochures, correspondence, promotional cards, stationary, rack cards, envelopes, etc. A portion of expenses related to the District are transferred to General Fund.

# Viera East

## Community Development District

### Recreational Operating Budget

#### Utilities

The District has the following utility accounts related to the operations:

<b>Vendor</b>	<b>Account</b>	<b>Monthly Amount</b>	<b>Annual Amount</b>
FPL	10579-42334	\$ 180	\$ 2,160
FPL	91273-57086	\$ 30	\$ 360
City of Cocoa	313093-70192	\$ 125	\$ 1,500
City of Cocoa	150351-141774	\$ 75	\$ 900
Contingency			\$ 480
<b>Total</b>			<b>\$ 5,400</b>

#### Repairs & Maintenance

Any miscellaneous repairs and maintenance, including electrical, plumbing, hardware, locksmiths, painting and HVAC. A portion of expenses related to the District are transferred to General Fund.

#### Marketing- Golf Marketing

Represents advertising for the golf course in the Yellow Pages, newspapers, periodicals, brochures and magazines, rack cards and holders, and promotional organizations. A portion of expenses related to the District are transferred to General Fund.

#### Bank Charges

Bank charges related to credit card usage, as well as account service charges for the operating checking account fund

#### Office Supplies

Any office supplies that may need to be purchased during the fiscal year, i.e., paper, minute books, file folders, labels, paper clips, etc.

#### Operating Supplies

Represents various operating supplies purchased

# Viera East

## Community Development District

### Recreational Operating Budget

#### Dues, Licenses & Subscriptions

The following represents the estimated cost for license, membership subscriptions and permit renewals for the fiscal year:

<b>Vendor</b>	<b>Description</b>	<b>Annual Amount</b>
City of Rockledge	Business License	\$ 200
Florida State Golf Association	Membership	\$ 150
Florida State Golf Association	Handicap fees	5000
Brevard County	Business Tax License	\$ 82
FL Space	Membership	\$ 805
Cocoa Beach Regional Chapter	Membership	\$ 535
US Golf Association	Membership	\$ 150
Amazon Prime	Membership	\$ 156
GCSAA	Gold Membership	\$ 435
Contingency		\$ 1,987
<b>Total</b>		<b>\$ 9,500</b>

#### Training, Education & Employee Relations

Costs incurred in sending District personnel to any training seminars or having personnel trained on site for different aspects to more efficiently and effectively operate the golf course. Also, any expense incurred for staff meetings and help wanted ads.

#### Contractual Security

Security system costs for the maintenance and clubhouse alarm systems.

#### IT Services

Costs related to District's accounting and information systems, District's website creation and maintenance, electronic compliance with Florida Statutes and other electronic data requirements.

#### **Golf Operations Expenditures:**

##### Salaries & Wages

The District currently has a 1 full time and 30 part time employees to handle the Golf operations of the District. The proposed amount includes a 1.75% cost of living increase for qualifying full time employees.

##### Administration Fee

Represents fee to Applied Business Solutions for administration of pay and benefits. Applied Business Solutions charges an administration fee of \$21.23 per employee.

##### FICA

Represents the estimated amount due for Social Security (6.2%) and Medicare (1.45%) based upon the proposed salaries and wages.

# Viera East

## Community Development District

### Recreational Operating Budget

#### Health Insurance

Full time District Employee's are eligible for the following health benefits.

Provider	Policy Number	Insurance Description
United Healthcare	591637	Accidental Death, Dental, Vision, Life, and Long Term Disability
Health First	114619	Health
Colonial Life	E3682663	Life, Accident, Short Term Disability
Combined	007394312	Accident and Disability

#### Workers Compensation

The District provides Workers Compensation Insurance for each of its employee's based upon statutory requirements and rates determined by Applied Business Solutions.

#### Unemployment

The District pays State and Federal unemployment for each employee based upon current rate structures.

#### Golf Printing

Printing for materials needed for the course.

#### Utilities

Estimated cost of basic utilities for Golf operations:

Vendor	Account	Monthly Amount	Annual Amount
FPL	03449-33189	\$ 585	\$ 7,020
FPL	07938-52104	\$ 925	\$ 11,100
City of Cocoa	150351-112664	\$ 100	\$ 1,200
Banleaco		\$ 202	\$ 2,421
Contingency			\$ 759
<b>Total</b>			<b>\$ 22,500</b>

#### Repairs

Any costs related to miscellaneous repairs and maintenance that occur during the fiscal year.

#### Pest Control

The estimated costs for Ecolab Pest Elimination to provide monthly pest control services.

Vendor	Monthly Amount	Annual Amount
Ecolab Pest Elimination	\$ 95	\$ 1,141
Contingency		\$ 159
<b>Total</b>		<b>\$ 1,300</b>

#### Supplies

Estimated costs of miscellaneous supplies that the District may need to purchase for golf operations.

# Viera East

## Community Development District

### Recreational Operating Budget

#### Uniforms

The estimated costs of uniforms for pro shop personnel. Once hired, all employees get a District golf shirt to wear during work hours.

#### Training, Education & Employee Relations

The District will incur the cost of the Assistant Pro Program and any training deemed necessary for the Pro Shop staff or cart facility personnel, for example, cart mechanics training and any help wanted ads.

#### Fuel

Costs for gasoline for all golf carts from Glover Oil Company.

#### Cart Lease

The expense related to leasing of carts for golf course.

<b>Vendor</b>	<b>Monthly Amount</b>	<b>Annual Amount</b>
The Huntington National	\$ 6,553	\$ 78,635
The Huntington National	\$ 355	\$ 4,260
Yamaha Lease	\$ 164	\$ 1,968
Golf Cart	\$ 97	\$ 1,164
Contingency		\$ 1,736
<b>Total</b>		<b>\$ 87,763</b>

#### Cart Maintenance

The expense related to any repairs and maintenance of the golf carts that are incurred during the year.

#### Driving Range Supplies

Any expenses incurred related to the driving range operation, for example range balls, tokens, buckets, bag stands, clock rope and sand/water buckets.

#### Merchandise Sales

##### Cost of Goods Sold

Represents cost of clothing, equipment, and supplies sold in the Pro Shop.

##### Golf Course Maintenance:

##### Salaries & Wages

The District currently has 10 full-time and 4 part-time employee's to handle the golf course maintenance. The proposed amount includes a 1.75% cost of living increase for qualifying full time employees.



# Viera East

## Community Development District

### Recreational Operating Budget

#### Administration Fee

Represents fee to Applied Business Solutions for administration of pay and benefits. Applied Business Solutions charges an administration fee of \$21.23 per employee.

#### FICA

Represents the estimated amount due for Social Security (6.2%) and Medicare (1.45%) based upon the proposed salaries and wages.

#### Health Insurance

Full time District Employee's are eligible for the following health benefits.

Provider	Policy Number	Insurance
United Healthcare	591637	Health, Accidental Death, Dental, Vision, Life, and Long Term Disability
Colonial Life	E3682663	Life, Accident, Short Term Disability
Combined	007394312	Accident and Disability

#### Workers Compensation

The District provides Workers Compensation Insurance for each of its employee's based upon statutory requirements and rates determined by Applied Business Solutions.

#### Unemployment

The District pays State and Federal unemployment for each employee based upon current rate structures.

#### Fire and Burglary Alarm System

The District is in contract with ADT to provide monthly fire and burglary alarm system monitoring and maintenance. The services will be split between the Golf Course and Operations.

#### Utilities/Water

Estimated costs of basic utilities for the maintenance staff:

Vendor	Account	Monthly Amount	Annual Amount
FPL	83490-45156	\$ 1,750	\$ 21,000
City of Cocoa	313093-70192	\$ 350	\$ 4,200
Contingency			\$ 1,000
<b>Total</b>			<b>\$ 26,200</b>

#### Fuel & Oil

Costs related to fuel purchased for maintenance machinery that occur during the fiscal year.

# Viera East

## Community Development District

### Recreational Operating Budget

#### Pest Control

The estimated costs for Ecolab Pest Elimination to provide monthly pest control services.

<b>Vendor</b>	<b>Monthly Amount</b>	<b>Annual Amount</b>
Ecolab Pest Elimination	\$ 118	\$ 1,416
Contingency		\$ 84
<b>Total</b>		<b>\$ 1,500</b>

#### Irrigation/Drainage

Estimated irrigation and drainage maintenance expenditures that may occur during the fiscal year.

#### Sand/Topsoil

Cost related to sand and topsoil expenditures that may occur during the fiscal year. The District buys all supplies from Golf Specialties, Inc. Some supplies may include top-dress sand, divot sand, and shell rock for the golf course.

#### Flowers/Mulch

Estimated cost of flowers and mulch for the golf course and clubhouse.

#### Chemicals/Fertilizer

Estimated costs of fertilizer, herbicide, insecticide, fungicide and other chemicals needed for the golf course.

#### Seed/Sod

Cost of seed and sod expenditures for the golf course that may occur during the fiscal year.

#### Trash Removal

Estimated costs for trash removal services to empty dumpster(s) once a month by Waste Management at the golf course:

<b>Vendor</b>	<b>Monthly Amount</b>	<b>Annual Amount</b>
Waste Management, Inc.	\$ 207	\$ 2,482
Contingency		\$ 518
<b>Total</b>		<b>\$ 3,000</b>

#### Contingencies

Funding of unanticipated costs.

#### First Aid

Cost of work gloves, ear plugs, support belts, and other first aid supplies needed during the fiscal year.

# Viera East

## Community Development District

### Recreational Operating Budget

#### Office Supplies

Any office supplies that may need to be purchased during the fiscal year, i.e., paper, minute books, file folders, labels, paper clips, etc.

#### Operating Supplies

Represents various operating supplies purchased

#### Training

Training seminars for golf course maintenance staff.

#### Janitorial Supplies

Costs of janitorial supplies that may occur during the fiscal year.

#### Soil & Water Testing

Costs for soil and water testing that may occur during the fiscal year.

#### Uniforms

The District is in contract with Unifirst to supply uniforms for the Golf Course Maintenance staff. Unifirst comes to the District weekly to deliver clean uniforms to the staff.

<b>Vendor</b>	<b>Monthly Amount</b>	<b>Annual Amount</b>
Unifirst	\$ 800	\$ 9,600
Contingency		\$ 400
<b>Total</b>		<b>\$ 10,000</b>

#### Equipment Rental

Rental of larger capital items required for Course Maintenance.

#### Equipment Lease

The District currently has the following equipment leases for the golf course:

<b>Vendor</b>	<b>Monthly Amount</b>	<b>Annual Amount</b>
The Huntington National	\$ 6,541	\$ 78,494
The Huntington National	\$ 1,066	\$ 12,792
The Huntington National	\$ 5,116	\$ 61,392
The Huntington National	\$ 420	\$ 5,036
The Huntington National	\$ 372	\$ 4,470
The Huntington National	\$ 652	\$ 7,828
The Huntington National	\$ 431	\$ 5,168
The Huntington National	\$ 248	\$ 2,976
Wells Fargo Financial	\$ 652	\$ 7,830
Dex Imaging	\$ 131	\$ 1,567
<b>Total</b>		<b>\$ 187,550</b>

# Viera East

## Community Development District

### Recreational Operating Budget

#### Small Tools

Represents small tools purchased for golf course maintenance.

#### **Administrative Expenditures:**

##### Legal Fees

The District's attorney will be providing general legal services to the District that are directly related to operations of the golf course, i.e., reviewing contracts, agreements, resolutions, rule amendments, etc.

##### Arbitrage

The District will contract with an Independent certified public accounting firm to annually calculate the District's Arbitrage Rebate Liability on Special Assessments Revenue Bonds.

##### Dissemination

The District is required by the Security and Exchange Commission to comply with Rule 15c212(b)(5), which relates to additional reporting requirements for un-rated bond issues.

##### Trustee Fees

The District issued Special Revenue Assessment Refunding Bonds, Series 2012 bonds that are deposited with a Trustee at U.S Bank.

##### Annual Audit

The District is required to annually have its financial records audited by an independent Certified Public Accounting Firm.

#### Golf Course Administrative Services

Cost of Administrative services provided for the CDD.

<b>Description</b>	<b>Annual Amount</b>
Base	\$ 75,000
10% of Maintenance Supervisor	\$ (7,280)
50% of Labor Position	\$ (11,440)
<b>Total</b>	<b>\$ 56,280</b>

# Viera East

## Community Development District

### Recreational Operating Budget

#### Insurance

EGIS Insurance and Risk Advisors provide the District's general liability, property, and crime insurance coverage. EGIS Insurance and Risk Advisors also provide a three year pollution policy.

<b>Description</b>	<b>Annual Amount</b>
General Liability	\$ 26,999
Property	\$ 77,458
Crime	\$ 1,330
Pollution Policy	\$ 4,891
Contingency	\$ 322
<b>Total</b>	<b><u>\$ 111,000</u></b>

#### Property Taxes

This amount is an estimate of property taxes that will need to be paid throughout this fiscal year.

#### Reserves

##### Renewal & Replacement

The golf course transfers 2% of its monthly revenues to the Capital Reserve Fund to help fund for equipment replacement and other capital expenditures estimated for the fiscal year.

**Viera East**  
**Community Development District**  
**Recreation Fund Debt Service - Series 2012**  
**Amortization Schedule**

Date	Bond Balance	Interest	Principal	Interest	Fiscal Year Total
11/01/19	3,305,000			\$ 78,412.50	\$ 559,231.25
05/01/20	3,305,000	4.375%	\$410,000	\$ 78,412.50	
11/01/20	2,895,000			\$ 70,212.50	\$ 558,625.00
05/01/21	2,895,000	4.625%	\$425,000	\$ 70,212.50	
11/01/21	2,470,000			\$ 60,915.63	\$ 556,128.13
05/01/22	2,470,000	5.000%	\$445,000	\$ 60,915.63	
11/01/22	2,025,000			\$ 50,625.00	\$ 556,540.63
05/01/23	2,025,000	5.000%	\$470,000	\$ 50,625.00	
11/01/23	1,555,000			\$ 38,875.00	\$ 559,500.00
05/01/24	1,555,000	5.000%	\$490,000	\$ 38,875.00	
11/01/24	1,065,000			\$ 26,625.00	\$ 555,500.00
05/01/25	1,065,000	5.000%	\$520,000	\$ 26,625.00	
11/01/25	545,000			\$ 13,625.00	\$ 560,250.00
05/01/26	545,000	5.000%	\$545,000	\$ 13,625.00	\$ 558,625.00
			\$3,305,000	\$ 678,581.26	\$ 4,464,400.01

Viera East CDD  
Assessment Allocation

	<b><u>No Increase</u></b>	<b><u>\$50 Increase</u></b>	<b><u>\$100 Increase</u></b>	<b><u>\$150 Increase</u></b>
Net Assessment- General	\$ 779,212	\$ 1,082,862	\$ 1,386,512	\$ 1,993,812
Net Assessment- Recreation	\$ 28,945	\$ 28,945	\$ 28,945	\$ 28,945
Total Net Assessments	\$ 808,157	\$ 1,111,807	\$ 1,415,457	\$ 2,022,757
Discounts @ 6%	\$ 51,584	\$ 70,966	\$ 90,348	\$ 129,112
Gross Assessment	<b>\$ 859,741</b>	<b>\$ 1,182,773</b>	<b>\$ 1,505,805</b>	<b>\$ 2,151,869</b>
<b>Increased Revenue</b>	<b>\$ -</b>	<b>\$ 303,650</b>	<b>\$ 607,300</b>	<b>\$ 1,214,600</b>
Assessable Units - Residential	4,204	4,204	4,204	4,204
Assessable Units - Non-Residential	1,869	1,869	1,869	1,869
Total Units	<b>6,073</b>	<b>6,073</b>	<b>6,073</b>	<b>6,073</b>
Gross Assessment per Unit - General Fund	\$ 135.95	\$ 189.69	\$ 242.88	\$ 349.26
Gross Assessment per Unit - Recreation	\$ 128.67	\$ 128.67	\$ 128.67	\$ 128.67
Net Assessment per Unit - General Fund	\$ 128.31	\$ 178.31	\$ 228.31	\$ 328.31
Net Assessment per Unit - Recreation	\$ 120.95	\$ 120.95	\$ 120.95	\$ 120.95

## SECTION B



**This Instrument Prepared By  
And To Be Returned To:**

Benjamin E. Wilson, Esq.  
The Viera Company  
7380 Murrell Road, Suite 201  
Viera, Florida 32940  
(321) 242-1200

Parcel ID Numbers: 25-36-33-002, 25-36-33-SS-A, and 25-36-33-SS-B

**SPECIAL WARRANTY DEED**

THIS SPECIAL WARRANTY DEED (this “**Deed**”) is made as of the \_\_\_\_ day of \_\_\_\_\_, 2022 by THE VIERA COMPANY, a Florida corporation (“**Grantor**”), whose post office address is 7380 Murrell Road, Suite 201, Viera, Florida 32940, to VIERA EAST COMMUNITY DEVELOPMENT DISTRICT, a community development district organized in accordance with Chapter 190, Florida Statutes (“**Grantee**”), whose post office address is 135 W. Central Blvd., Suite 320, Orlando, FL 32801.

**WITNESSETH:**

That Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto Grantee that certain real property situated, lying and being in Brevard County, Florida, more particularly described as follows (the “**Property**”):

Tracts A and B of STAR RUSH DRIVE EXTENSION, according to the plat thereof recorded in Plat Book 48, Page 57, of the Public Records of Brevard County, Florida (said plat being the “**Plat**”); and

That certain real property adjacent to the west boundary of Tract A of the Plat more particularly described in **Exhibit “A”** attached hereto and incorporated herein by this reference (the “**Additional Property**”).

TOGETHER with all of the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the same in fee simple forever.

AND Grantor hereby covenants with Grantee that Grantor is lawfully seized of the Property in fee simple; that Grantor has good right and lawful authority to sell and convey the Property; and that Grantor hereby warrants the title to the Property and will defend the same against the lawful claims of all persons claiming by, through, or under Grantor, but against no others. This conveyance is subject to (a) taxes for the year 2022 and subsequent years and (b) all other easements, restrictions, reservations, conditions, covenants, limitations and agreements of record, but this reference to such matters shall not operate to re-impose the same.

IN WITNESS WHEREOF, Grantor has caused this Deed to be executed on the day and year first above written.

Signed, sealed and delivered  
in the presence of:

GRANTOR:

THE VIERA COMPANY,  
a Florida corporation

\_\_\_\_\_  
Print Name:\_\_\_\_\_

By:\_\_\_\_\_  
Name: Todd J. Pokrywa  
Title: President

\_\_\_\_\_  
Print Name:\_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me by \_\_\_\_\_ physical presence or  
\_\_\_\_\_ online notarization this \_\_\_\_\_ day of \_\_\_\_\_, 2022 by TODD J.  
POKRYWA as PRESIDENT of THE VIERA COMPANY, a Florida corporation, on behalf of  
said corporation. Said person (check one) ☐ is personally known to me, ☐ produced a driver's  
license as identification, or ☐ produced other identification, to wit:  
\_\_\_\_\_.

\_\_\_\_\_  
Print Name:\_\_\_\_\_  
Notary Public  
Commission No.:\_\_\_\_\_  
My Commission Expires:\_\_\_\_\_

(SIGNATURE OF GRANTEE IS ON THE FOLLOWING PAGE.)

**Exhibit “A”**

**Sketch and Legal Description of the Additional Property**

## SECTION C

## **BILL OF SALE**

THIS BILL OF SALE is made this 18th day of November 2021 by THE VIERA COMPANY, a Florida corporation ("**Grantor**") to VIERA EAST COMMUNITY DEVELOPMENT DISTRICT, a community development district organized in accordance with Chapter 190, Florida Statutes ("**Grantee**").

(Wherever used herein the terms "Grantor" and "Grantee" include all of the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations or governmental entities.)

## **BACKGROUND STATEMENT**

This instrument is intended to convey Grantor's tangible personal property and intangible personal property rights related to the real property identified in **EXHIBIT A** attached and incorporated into this Bill of Sale by this reference (the "**Property**"), and the Property has been or will be conveyed pursuant to a certain Special Warranty Deed between Grantor and Grantee, and which tangible personal property and intangible personal property rights are described in subparagraphs 2a. through 2d. below (the "**Personal Property**").

NOW THEREFORE, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00), the transfer and conveyance of the Personal Property, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee, intending to be legally bound, do hereby agree as follows:

1. The above recitals are true and correct and incorporated into this Bill of Sale by this reference.
2. Grantor hereby transfers, grants, conveys, and assigns to Grantee the following to have and to hold for Grantee's own use and benefit forever, as the Personal Property:
  - a. Any and all sidewalks, paths, trails, and related improvements now a part of the Property;
  - b. Any and all plants, shrubbery, and other landscaping now a part of the Property;
  - c. Any and all stormwater drainage and irrigation systems, including but not limited to wells, pumps, lines, spray heads, electrical meters and related system components, now a part of the Property; and
  - d. All of Grantor's right, title and interest in and to all of any fixtures, materials, and other items of personal property, general chattels and assets owned by Grantor and located in or on the Property or used in connection with the operation thereof.

To have and to hold the same Personal Property unto Grantee forever.

3. Grantor hereby covenants with Grantee that (a) Grantor is the lawful owner of the Personal Property, (b) the Personal Property is free from all encumbrances that are liens, (c)

Grantor has good right to sell the Personal Property, and (d) Grantor will warrant and defend the sale of the Personal Property hereby made unto Grantee against the lawful claims and demands of all persons claiming by, through, or under Grantor, but against no others.

4. Grantor represents to Grantee that Grantor has no knowledge of any latent or patent defects in the Personal Property and improvements. Grantor hereby assigns, transfers and conveys to Grantee any and all rights against any and all firms or entities which may have caused such latent or patent defects, including, but not limited to, any and all warranties, bonds, claims and other forms of indemnification. By execution of this document, Grantor affirmatively represents that it has the contractual right, consent and lawful authority of any and all forms to take this action in this document and in this form.

**IN WITNESS WHEREOF**, Grantor has hereunto set its hand and seal the day and year first above written.

Signed, sealed and delivered  
in the presence of:

THE VIERA COMPANY,  
a Florida corporation

\_\_\_\_\_  
Print Name:\_\_\_\_\_

By:\_\_\_\_\_  
Name: Todd J. Pokrywa  
Title: President

\_\_\_\_\_  
Print Name:\_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me by \_\_\_\_\_ physical presence or \_\_\_\_\_ online notarization this \_\_\_\_\_ day of \_\_\_\_\_ 2022 by TODD J. POKRYWA as PRESIDENT of THE VIERA COMPANY, a Florida corporation, on behalf of said corporation. Said person (check one) ☐ is personally known to me, ☐ produced a driver's license (issued by a state of the United States within the last five (5) years) as identification, or ☐ produced other identification, to wit: \_\_\_\_\_.

\_\_\_\_\_  
Print Name:\_\_\_\_\_  
Notary Public  
Commission No.:\_\_\_\_\_  
My Commission Expires:\_\_\_\_\_

## **EXHIBIT A**

### **Legal Description of the Property**

Tracts A and B of STAR RUSH DRIVE EXTENSION, according to the plat thereof recorded in Plat Book 48, Page 57, of the Public Records of Brevard County, Florida (said plat being the "**Plat**"); and

That certain real property adjacent to the west boundary of Tract A of the Plat more particularly described on the following page attached hereto and incorporated herein by this reference.

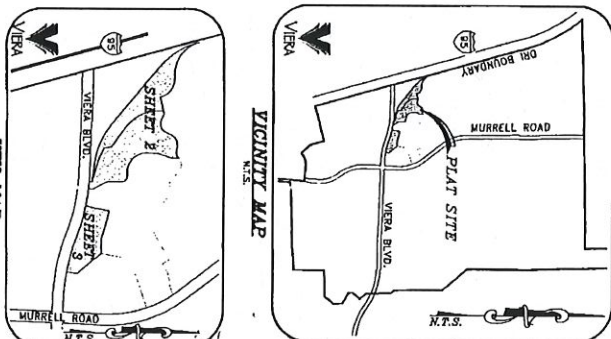
X:\LEGAL\_VC\FORMS\Deeds\Common Area Deeds\General Community Common Areas\Star Rush Drive Extension to Viera East CDD\Bill of Sale to Viera East CDD (Tracts A-B Star Rush Drive Extension).docx



# STAR RUSH DRIVE E. ENSION VIERA NORTH P.U.D. - REMAINDER OF PARCELS H, I, & TRACT J SECTIONS 33 AND 34, TOWNSHIP 25 SOUTH, RANGE 36 EAST VIERA, BREVARD COUNTY, FLORIDA

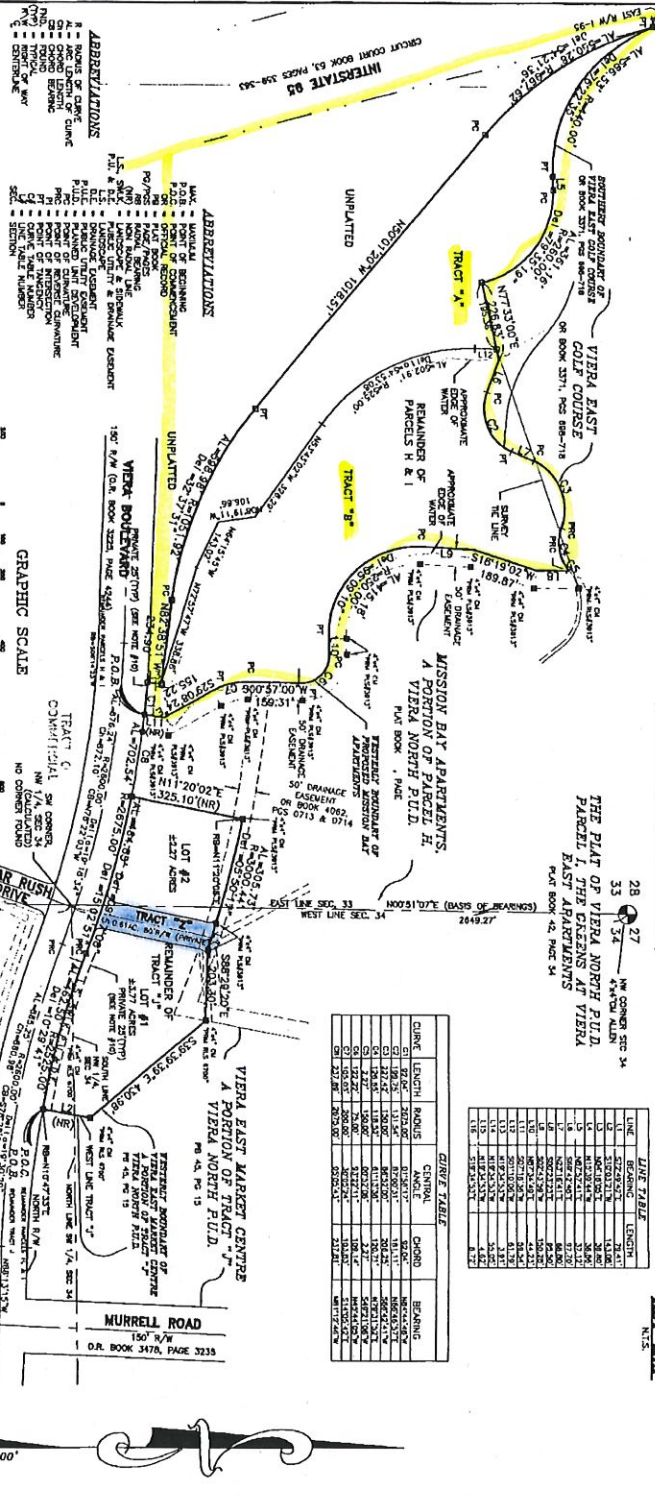
## GENERAL NOTES:

1. THERE IS A 10' EASEMENT OVER AND ABOVE THE RIGHT OF ALL LOTS AND TRACTS, A 10' PUBLIC UTILITY EASEMENT ALONG THE CENTER LINE OF STAR RUSH DRIVE, AND A 10' EASEMENT OVER AND ABOVE THE RIGHT OF ALL LOTS AND TRACTS, A 10' PUBLIC UTILITY EASEMENT ALONG THE CENTER LINE OF STAR RUSH DRIVE, AND A 10' EASEMENT OVER AND ABOVE THE RIGHT OF ALL LOTS AND TRACTS, A 10' PUBLIC UTILITY EASEMENT ALONG THE CENTER LINE OF STAR RUSH DRIVE.
2. THE LOTS AND TRACTS ARE BOUNDARY LINES, AND THE BOUNDARY LINES ARE SHOWN BY THE CENTER LINE OF STAR RUSH DRIVE, AND A 10' EASEMENT OVER AND ABOVE THE RIGHT OF ALL LOTS AND TRACTS, A 10' PUBLIC UTILITY EASEMENT ALONG THE CENTER LINE OF STAR RUSH DRIVE.
3. THE LOTS AND TRACTS ARE BOUNDARY LINES, AND THE BOUNDARY LINES ARE SHOWN BY THE CENTER LINE OF STAR RUSH DRIVE, AND A 10' EASEMENT OVER AND ABOVE THE RIGHT OF ALL LOTS AND TRACTS, A 10' PUBLIC UTILITY EASEMENT ALONG THE CENTER LINE OF STAR RUSH DRIVE.
4. THE LOTS AND TRACTS ARE BOUNDARY LINES, AND THE BOUNDARY LINES ARE SHOWN BY THE CENTER LINE OF STAR RUSH DRIVE, AND A 10' EASEMENT OVER AND ABOVE THE RIGHT OF ALL LOTS AND TRACTS, A 10' PUBLIC UTILITY EASEMENT ALONG THE CENTER LINE OF STAR RUSH DRIVE.
5. THE LOTS AND TRACTS ARE BOUNDARY LINES, AND THE BOUNDARY LINES ARE SHOWN BY THE CENTER LINE OF STAR RUSH DRIVE, AND A 10' EASEMENT OVER AND ABOVE THE RIGHT OF ALL LOTS AND TRACTS, A 10' PUBLIC UTILITY EASEMENT ALONG THE CENTER LINE OF STAR RUSH DRIVE.



LINE	BEARING	LENGTH
1	N 89° 15' 00" E	1.00
2	S 89° 15' 00" E	1.00
3	N 89° 15' 00" E	1.00
4	S 89° 15' 00" E	1.00
5	N 89° 15' 00" E	1.00
6	S 89° 15' 00" E	1.00
7	N 89° 15' 00" E	1.00
8	S 89° 15' 00" E	1.00
9	N 89° 15' 00" E	1.00
10	S 89° 15' 00" E	1.00
11	N 89° 15' 00" E	1.00
12	S 89° 15' 00" E	1.00
13	N 89° 15' 00" E	1.00
14	S 89° 15' 00" E	1.00
15	N 89° 15' 00" E	1.00
16	S 89° 15' 00" E	1.00
17	N 89° 15' 00" E	1.00
18	S 89° 15' 00" E	1.00
19	N 89° 15' 00" E	1.00
20	S 89° 15' 00" E	1.00

LINE	BEARING	LENGTH
1	N 89° 15' 00" E	1.00
2	S 89° 15' 00" E	1.00
3	N 89° 15' 00" E	1.00
4	S 89° 15' 00" E	1.00
5	N 89° 15' 00" E	1.00
6	S 89° 15' 00" E	1.00
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9	N 89° 15' 00" E	1.00
10	S 89° 15' 00" E	1.00
11	N 89° 15' 00" E	1.00
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13	N 89° 15' 00" E	1.00
14	S 89° 15' 00" E	1.00
15	N 89° 15' 00" E	1.00
16	S 89° 15' 00" E	1.00
17	N 89° 15' 00" E	1.00
18	S 89° 15' 00" E	1.00
19	N 89° 15' 00" E	1.00
20	S 89° 15' 00" E	1.00



**CERTIFICATE OF ACCEPTANCE OF DEDICATION**  
BY BOARD OF COUNTY COMMISSIONERS  
OF BREVARD COUNTY, FLORIDA

**CERTIFICATE OF COUNTY SUPERVISOR**  
I HEREBY CERTIFY THAT I HAVE REVIEWED THE PLAT AND FIND THAT IT IS IN ACCORDANCE WITH THE PLAT ACT AND THE PLAT ACT.

**CERTIFICATE OF APPROVAL**  
BY BOARD OF COUNTY COMMISSIONERS  
OF BREVARD COUNTY, FLORIDA

**CERTIFICATE OF COUNTY SUPERVISOR**  
I HEREBY CERTIFY THAT I HAVE REVIEWED THE PLAT AND FIND THAT IT IS IN ACCORDANCE WITH THE PLAT ACT AND THE PLAT ACT.

**CERTIFICATE OF APPROVAL**  
BY BOARD OF COUNTY COMMISSIONERS  
OF BREVARD COUNTY, FLORIDA

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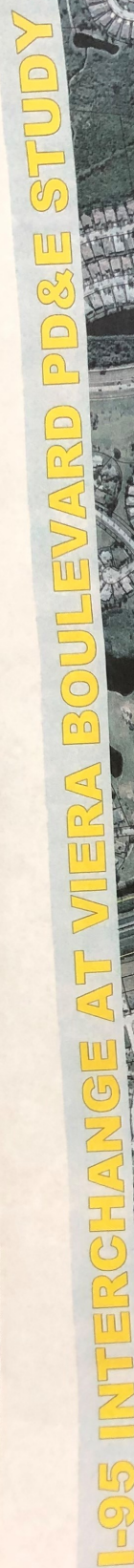
**CERTIFICATE OF APPROVAL**  
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OF BREVARD COUNTY, FLORIDA

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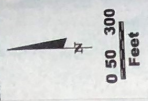
**CERTIFICATE OF APPROVAL**  
BY BOARD OF COUNTY COMMISSIONERS  
OF BREVARD COUNTY, FLORIDA

**CERTIFICATE OF COUNTY SUPERVISOR**  
I HEREBY CERTIFY THAT I HAVE REVIEWED THE PLAT AND FIND THAT IT IS IN ACCORDANCE WITH THE PLAT ACT AND THE PLAT ACT.





# I-95 INTERCHANGE AT VIERA BOULEVARD PD&E STUDY



**PRELIMINARY**  
Subject to Change  
July 2013





# SECTION D

**AGREEMENT FOR VIERA EAST GOLF CLUB  
DRIVING RANGE TEE BOX RENOVATIONS**

THIS AGREEMENT FOR VIERA EAST GOLF CLUB DRIVING RANGE TEE BOX RENOVATIONS (the "Agreement"), is made this 12 day of May, 2022 by and between the **VIERA EAST COMMUNITY DEVELOPMENT DISTRICT**, a Florida community development district with a physical address of 2300 Clubhouse Drive, Rockledge, FL 32955 and a mailing address of c/o Jason Showe, District Manager, Governmental Management Services Central Florida, 219 East Livingston Street, Orlando, FL 32801, hereinafter called "CDD" and **LANDIRR, INC.**, a Florida for profit corporation with a principal address of 202 North Laurel Avenue, Sanford, Florida 32771, hereinafter called "Contractor" and

WITNESSETH:

That for and in consideration of the payments and agreements hereinafter mentioned, Contractor and the CDD hereby covenant, promise and agree as follows:

**SECTION 1 - RECITALS AND PURPOSE.**

Contractor shall commence and complete the following tasks with respect to the renovation of the 38,000  $\pm$  square feet Viera East Golf Course Driving Range Tee-Top and Surrounds (such work being collectively referred to herein as the "Project"):

- a. Strip the disturbed area and bury the sod onsite within the Driving Range area as approved by CDD;
- b. Lower the existing tee-top 12 to 15 inches (balancing the cuts and fills) to get the tee as large as possible given the soil available;
- c. Incorporate the existing bunker into the tee complex;
- d. Laser-level the tee-top to have a one percent (1%) grade from back to front;
- e. Finish shaping and seedbed preparation;
- f. Sod-to-sprig the tee-top with Certified Tiftuf from Pike Creek Turf at the equivalent of 800 Bu/Ac.
- g. Lay additional sod, to complete one full truckload of Tiftuf; as needed; and
- h. Cap the existing irrigation system (installation of new irrigation system to tie-in with the finished renovations to be performed under separate contract).

Contractor represents that it has the special expertise and background necessary to complete the Project within the time period specified herein and in exchange for the compensation as herein provided. Contractor's professional services shall be in accordance with the prevailing standard of practice normally exercised in the performance of services of a similar nature. Project work shall be done in coordination and cooperation with the separate irrigation renovation project.

## **SECTION 2 - SCOPE OF SERVICES.**

The Contractor agrees to complete the Project in accordance with all the Contract Documents referenced in Section 5 below.

2.1 The Contractor will furnish all of the material, supplies, tools, equipment, labor and other items necessary for the construction and completion of the Project described herein.

2.2 The Contractor will commence the work required by the Contract Documents upon the direction of Tim Melloh on behalf of the CDD.

## **SECTION 3- COMPENSATION**

3.1 The Contractor agrees to perform all of the work to complete the Project described in the Contract Documents and comply with the terms therein for the sum of \$2.55 per square foot of the final renovated Viera East Golf Course Driving Range Tee-Top and Surrounds. It is presently estimated that the Project will comprise 38,000 square feet which, if accurate, will result in total compensation to the Contractor of Ninety-Six Thousand Nine Hundred and No Cents, calculated as follows:  $\$2.55 \times 38,000 = \$96,900$ . The final square footage shall be determined utilizing GPS, or other such survey method as mutually agreed upon by Contractor and CDD, and final compensation shall then be determined by multiplying the agreed square footage by \$2.55.

3.2 Payments: CDD shall authorize partial payments of the amounts due hereunder at the end of each calendar month, or as soon thereafter as practicable, to the Contractor, if the Contractor is satisfactorily performing the contract. CDD shall pay the Contractor ninety-five percent (95%) of the amount shown on the pay application and approved by Mr. Melloh on behalf of the CDD. The withheld percentage of the contract price of any such work shall be retained until the contract is completed satisfactorily and finally accepted by the CDD. If any Project work is being performed by subcontractors and the CDD finds that satisfactory progress is being made in all aspects of the Project, the CDD may, upon written request by the Contractor, authorize final payment from the withheld percentage to the Contractor or subcontractors who have completed their work in a manner finally acceptable to the CDD. Before such payment is made, the CDD entity shall determine that satisfactory and substantial reasons exist for the payment and shall require written approval from any surety furnishing bonds for the Project work.

## **SECTION 4 - CONTRACT DOCUMENTS**

The term "Contract Documents" means and includes this Agreement and the proposal submitted by Contractor dated March 9, 2022.

## **SECTION 5 - TIME FOR COMPLETION AND LIQUIDATED DAMAGES**

The date of beginning and the time for completion of the project are essential conditions of the Contract Documents and the work embraced shall be commenced 7-5, 2022, or as directed by the CDD and the date for substantial completion is 9-3, 2022. This Agreement shall terminate 60 days after substantial performance by Contractor and final acceptance of the Project by the CDD provided, however, all relevant indemnification, warranty, and insurance provisions shall survive the termination of this Agreement.

5.1 The Contractor will proceed with the work at such rate of progress to insure full completion within the contract time. It is expressly understood and agreed, by and between the Contractor and the CDD, that the contract time for the completion of the work described herein is a reasonable time, taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the work.

5.2 If the Contractor shall fail to complete the work within the contract time, or extension of time granted by the owner, then the Contractor will pay to the owner the amount for liquidated damages in the amount of \$ 0 for each calendar day that the contractor shall be in default after the date stipulated in the Contract Documents.

5.3 The Contractor shall not be charged with liquidated damages or any excess cost when the delay in completion of the work is due to the following, and the Contractor has promptly given written notice of such delay to the owner or architect.

5.3.1 To any preference, priority or allocation order duly issued by the CDD.

5.3.2 To unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including but not restricted to, acts of God, or of the public enemy, acts of the CDD, acts of another contractor in the performance of a separate agreement with the CDD, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and abnormal and unforeseeable weather, and

5.3.3 To any delays of subcontractors occasioned by any of the causes specified in paragraphs 5.3.1 and 5.3.2 of the section.

## **SECTION 6 – CDD PROJECT FUNDS APPROPRIATION**

Each party hereto agrees that the revenues and expenditures hereunder shall constitute current expenditures and revenues payable and receivable in the fiscal years for which funds are appropriated for the payment thereof. The obligations of the CDD under this agreement shall be from year to year only and shall not constitute a multiple-fiscal year direct or indirect debt or other financial obligation or any obligation payable in any fiscal year beyond the fiscal year for which funds are appropriated for the payment thereof or payable from any funds other than funds appropriated for the payment of current expenditures. No provision of this agreement shall be construed to pledge credit or to create a lien on any class or source of the CDD's monies.

## **SECTION 7 - INSURANCE**

7.1 The Contractor shall procure and maintain, and shall cause each subcontractor of the Contractor to procure and maintain, the minimum insurance coverages listed below. All coverages shall be continuously maintained to cover all liability, claims, demands, and other obligations assumed by the Contractor pursuant to this Agreement. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured by the Contractor to maintain such continuous coverage.

7.1.1 Worker's Compensation insurance as required by the State of Florida.

7.1.2 General Liability insurance with minimum combined single limits of ONE MILLION DOLLARS (\$1,000,000.00) each occurrence and TWO MILLION DOLLARS (\$2,000,000.00)



aggregate. The policy shall include the CDD, its officers and its employees as additional insured.

7.1.3 Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than ONE MILLION DOLLARS (\$1,000,000) each occurrence and ONE MILLION DOLLARS (\$1,000,000) aggregate with respect to each of Contractor's owned, hired and/or non-owned vehicles assigned to or used in performance of the services. The policy shall include the CDD, its officers and its employees, as additional insured

7.1.4 The Contractor shall secure, if applicable, "All Risk" type Builder's Risk Insurance for work to be performed. Unless specifically authorized by the CDD, the amount of such insurance shall not be less than the estimated amount of Compensation provided herein. The policy shall cover not less than the losses due to fire, explosion, hail, lightning, vandalism, malicious mischief, wind collapse, riot, aircraft, and smoke during the Contract Time, and until the work is accepted by the CDD. The policy shall name as the insured the Contractor and the CDD.

7.2 A certificate of insurance shall be completed by the Contractor's insurance agent(s) as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect, and shall be subject to review and approval by the CDD prior to commencement of any services under this Agreement.

7.3 The parties hereto understand and agree that the CDD is relying on, and does not waive or intend to waive its sovereign immunity by any provision of this contract, the monetary limitations (presently \$200,000 per person and \$300,000 per occurrence) or any other rights, immunities, and protections provided by §768.28, Florida Statutes, as from time to time amended, or otherwise available to the CDD, its officers, or its employees.

## **SECTION 8 - INDEMNIFICATION**

The Contractor agrees to indemnify and hold harmless the CDD, and its officers and its employees, from and against all liability, claims, demands, and expenses, including court costs and attorney fees, on account of any injury, loss, violation, penalty, fine or damage, which arise out of or are in any manner connected with the work to be performed under this Agreement, if such injury, loss, violation, penalty, fine or damage is caused by, or is claimed to be caused by, the act, omission, or other fault of the Contractor or any officer or employee of the Contractor. The obligations of this Section 9 shall not extend to any injury, loss, violation, penalty, fine or damage which is caused by the act, omission, or other fault of the CDD.

## **SECTION 9 – NO LIENS ON CDD PROPERTY**

Pursuant to §255.05(1)(d), Florida Statutes, the CDD has elected not to require Contractor to post a Payment and/or Performance Bond with regard to the Project. Contractor agrees that it shall not create or cause to be imposed, claimed or filed upon any CDD property a lien, charge or encumbrance whatsoever. If, because of any act or omission of Contractor, any such lien, charge or encumbrance shall be imposed, claimed or filed, Contractor shall, at its sole cost and expense, within twenty (20) days following written notice from the CDD, cause the same to be fully paid and satisfied or otherwise discharged of record (by bonding or otherwise) and Contractor shall indemnify and save and hold the CDD harmless from and against any and all costs, liabilities,

suits, penalties, claims and demands whatsoever, and from and against any and all attorney's fees, at both trial and all appellate levels, resulting or on account thereof and there from. In the event that Contractor shall fail to comply with the foregoing provisions of this Section 9, the CDD shall have the option of paying, satisfying or otherwise discharging (by bonding or otherwise) such lien, charge or encumbrance and Contractor agrees to reimburse the CDD, upon demand, for all sums so paid and for all costs and expenses reasonably incurred by the CDD in connection therewith, together with interest thereon, until paid. To the extent any compensation under this Agreement is still due Contractor, Contractor agrees the CDD may offset same by the amount of any reimbursement due the CDD under this Section 9 of the Agreement.

#### **SECTION 10 - INDEPENDENT CONTRACTOR STATUS**

Contractor and any persons employed by Contractor for the performance of work hereunder shall be independent contractors and not agents of the CDD. Any provision in this Agreement that may appear to give the CDD the right to direct Contractor as to details of doing work or to exercise a measure of control over the work mean that Contractor shall follow the direction of the CDD as to end results of the work only. As an independent contract, Contractor is not entitled to worker's compensation benefits, except as may be provided by the independent contractor, nor to unemployment insurance benefits unless unemployment compensation coverage is provided by the independent contractor or some other entity. The Contractor is obligated to pay all federal and state income tax on any monies earned or paid pursuant to this Agreement.

#### **SECTION 11 – NO ASSIGNMENT WITHOUT PRIOR CONSENT**

Contractor shall not assign or delegate this Agreement or any portion thereof, or any monies due to or become due hereunder without the CDD's prior written consent.

#### **SECTION 12 - DEFAULT**

Each and every term and condition hereof shall be deemed to be a material element of this Agreement. In the event that either party shall fail or refuse to perform according to the terms of this Agreement, such party may be declared in default.

#### **SECTION 13 - INTEGRATION AND AMENDMENT**

This Agreement represents the entire Agreement between the parties and there are no oral or collateral agreements or understandings. This Agreement may be amended only by an instrument in writing signed by the parties.

#### **SECTION 14 - CONSTRUCTION OF CONTRACT DOCUMENTS**

In the event there is a conflict between a provision of this Agreement and a provision of any of the Contract documents, the provisions of this Agreement shall prevail.

#### **SECTION 15 - EQUAL OPPORTUNITY EMPLOYER**

15.1 Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, disability or national origin. Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color religion, age, sex, disability, or national origin. Such action shall include but not be limited to the following; employment, upgrading, demotion or

transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

15.2 Contractor shall comply with all applicable provisions of the Americans with Disabilities Act of 1990, as the same may be from time to time amended, any other applicable federal, state, or local laws and regulations.

## **SECTION 16 - COMPLIANCE WITH LAWS**

Contractor shall be solely responsible for compliance with all applicable federal, state, and local laws; for payment of all applicable taxes; and for obtaining and keeping in force all applicable permits and approvals.

## **SECTION 17 – SEVERABILITY OF PROVISIONS**

Any provision of this Agreement which is determined to be invalid, void, or illegal shall in no way affect, impair, or invalidate any other provision hereof, and remaining provisions shall remain in full force and effect.

## **SECTION 18 - UNLAWFUL EMPLOYEES, CONTRACTORS AND SUBCONTRACTORS**

Contractor shall not knowingly employ or contract with a worker who is not legally authorized to perform the work such worker is being employed or contracted to perform under this Agreement. Additionally, Contractor shall not knowingly contract with a subcontractor that (a) knowingly employs or contracts with a worker who is not legally authorized to perform the work such worker is being employed or contracted to perform under this Agreement or (b) fails to certify to the Contractor that the subcontractor will not knowingly employ or contract with a worker who is not legally authorized to perform the work such worker is being employed or contracted to perform under this Agreement.

## **SECTION 20. PUBLIC RECORDS**

Contractor has read and is familiar with the provisions of Chapter 119, Florida Statutes, applicable to community development districts. Contractor agrees that it shall keep and maintain all public records related to performance of the work identified herein. Contractor shall: (i) provide the public with access to public records on the same term and conditions that the CDD would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law, (ii) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law, (iii) meet all requirements for maintaining public records and transfer, at not cost, to the CDD all public records in Contractor's possession upon termination of this Agreement and shall destroy and duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically shall be provided to the Landlord in a format that is compatible with the information technology systems of the CDD. Failure to comply with a public records request or with other provisions of the public records law shall constitute a default under this Agreement.

**IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT CONTRACTOR MAY CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE CDD, ATTN: JASON SHOWE, DISTRICT MANAGER,**



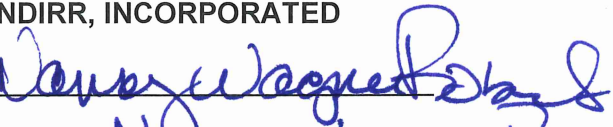
GOVERNMENTAL MANAGEMENT SERVICES CENTRAL FLORIDA, 219 EAST  
LIVINGSTON STREET, ORLANDO FL 32801, OR VIA TELEPHONE AT 407-841-5524, OR  
VIA EMAIL AT JSHOWE@GMSCFL.COM.

## SECTION 21. RECORDS AND AUDITS

Contractor shall maintain in its place of business all books, documents, papers and other evidence pertaining in any way to payments made pursuant to this Agreement. Such records shall be available at the Contractor's place of business at all reasonable times during the term of this Agreement and for ten (10) years from the date of final payment under this Agreement for audit or inspection by the CDD upon five (5) business days prior written notice.

LANDIRR, INCORPORATED

By:



Print name:

Nancy Wagner Roberts

Print title:

Vice President Landirr, Inc.

VIERA EAST COMMUNITY  
DEVELOPMENT DISTRICT,  
a Florida community development district,

By: \_\_\_\_\_

Print: \_\_\_\_\_

Chairman / Vice-Chairman

ATTEST:

By: \_\_\_\_\_

Print: \_\_\_\_\_

Secretary / Assistant Secretary

**GOVERNMENTAL MANAGEMENT SERVICES CENTRAL FLORIDA, 219 EAST LIVINGSTON STREET, ORLANDO FL 32801, OR VIA TELEPHONE AT 407-841-5524, OR VIA EMAIL AT JSHOWE@GMSCFL.COM.**

**SECTION 21. RECORDS AND AUDITS**

Contractor shall maintain in its place of business all books, documents, papers and other evidence pertaining in any way to payments made pursuant to this Agreement. Such records shall be available at the Contractor's place of business at all reasonable times during the term of this Agreement and for ten (10) years from the date of final payment under this Agreement for audit or inspection by the CDD upon five (5) business days prior written notice.

**LANDIRR, INCORPORATED**

By: \_\_\_\_\_

Print name: \_\_\_\_\_

Print title: \_\_\_\_\_

**VIERA EAST COMMUNITY  
DEVELOPMENT DISTRICT,**  
a Florida community development district,

By: 

Print: Rob Dale

Chairman / Vice-Chairman

ATTEST:

By: 

Print: Jan Showe  
Secretary / Assistant Secretary

## SECTION VI

## SECTION B

Viera East CDD Action Items  
5/26/2022

Item #	Action Item	Assigned To:	Status	Date Added	Estimated Start	Estimated Completion	Comments/Estimated Completion
1	Fire Breaks	Melloh/Dale	Ongoing	12/17/20	March 2022	May 2022	Scheduled to Start March 2022 and continue through May 2022
2	Fountains	Showe/Melloh	ON HOLD	1/28/21			On Hold Pending Sign Process, staff working on connections for electric
3	Cart Path Extensions	Showe/Melloh	ON HOLD	3/25/21			Staff attempting to get bids - holding to after irrigation project/Dog Park
4	Irrigation Project	Showe/Melloh	Ongoing	10/28/21			

## SECTION VII

## SECTION B

# SECTION 1



## Viera East CDD

### Series 2020 Acquisition and Construction Requisition Summary

Date	Req #	Payee	Description	Amount
5/26/22	91	Viera East CDD	Lowes- 2 Pallets	\$ 471.00
5/26/22	92	Viera East CDD	Outdoor Solar Lights	\$ 639.92
5/26/22	93	Viera East CDD	Grassmats	\$ 809.50
5/26/22	94	Viera East CDD	Refrigerator	\$ 2,494.00
5/26/22	95	Viera East CDD	Irrigation Maintenance	\$ 7,398.00
5/26/22	96	Viera East CDD	Install & Setup	\$ 2,308.25
5/26/22	97	Viera East CDD	Irrigation Maintenance	\$ 10,467.00
5/26/22	98	Viera East CDD	LED Flood Lights	\$ 945.00
5/26/22	99	Viera East CDD	Security Services	\$ 2,445.75
5/26/22	100	Viera East CDD	DP Maint & DVR System	\$ 4,680.00
5/26/22	101	Viera East CDD	HVAC	\$ 17,500.00
5/26/22	102	Viera East CDD	Grassmats	\$ 983.40
5/26/22	103	Viera East CDD	6x5 shed	\$ 748.99
5/26/22	104	Viera East CDD	10% deposit & 35% Requisition- Project	\$ 134,370.00
5/26/22	105	Aqua Turf International Consulting Inc	Irrigation Consulting Management Services	\$ 7,000.00

**TOTAL REQUISITIONS TO BE PAID**

**\$ 193,260.81**

**REQUISITION NO. 91**

**\$7,685,000**

**Viera East Community Development District  
(Brevard County, Florida)  
Special Revenue Assessment Bonds, Series 2020**

The undersigned, an Authorized Officer of Viera East Community Development District (the "District") hereby submits the following requisition for disbursement, under and pursuant to the terms of the Amended and Restated General Special Revenue Assessment Bond Resolution of the District adopted by the District on January 25, 2012, as amended and supplemented from time to time, and particularly as supplemented by the Second Supplemental Resolution (collectively, the "Resolution") adopted by the District's Board of Supervisors on November 21, 2019 (all capitalized terms used herein shall have the meaning ascribed to such term in the Resolution):

- (A) Requisition Number: 91
- (B) Name of Payee: Viera East CDD
- (C) Address of Payee: 2300 Clubhouse Drive, Viera, FL 32955
- (D) Amount Payable: \$471

The Undersigned hereby certifies that this requisition is for the reimbursement of Woodside Park Supplies from the Construction and Acquisition Fund that have not previously been paid.

Attached hereto are originals of the invoice(s) from the vendor of the services rendered with respect to which disbursement is hereby requested.

**VIERA EAST COMMUNITY  
DEVELOPMENT  
DISTRICT**

By: \_\_\_\_\_  
Authorized Officer

**REQUISITION NO. 91**

**\$7,685,000**

**Viera East Community Development District  
(Brevard County, Florida)  
Special Revenue Assessment Bonds, Series 2020**

**CONSULTING ENGINEER'S APPROVAL OF 2020 PROJECT COSTS**

The undersigned Consulting Engineer hereby certifies that this disbursement is for a Cost of the 2020 Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the 2020 Project with respect to which such disbursement is being made; and, (ii) the report of the Consulting Engineer for the 2020 Project, as such report shall have been amended or modified on the date hereof. The undersigned further certifies that (a) the 2020 Project improvements to be acquired have been completed in accordance with the plans and specifications therefore; (b) the 2020 Project improvements are constructed in a sound workmanlike manner and in accordance with industry standards; (c) the purchase price to be paid by the District for the 2020 Project improvements is no more than the lesser of (i) the fair market value of such improvements and (ii) the actual cost of construction of such improvements; (d) the plans and specifications for such portion of the 2020 Project improvements have been approved by all regulatory bodies required to approve them; (e) all currently required approvals and permits for the acquisition, construction, reconstruction, installation and/or equipping of the portion of the 2020 Project for which disbursement is made have been obtained from all applicable regulatory bodies; and (f) for that portion of the 2020 Project being acquired, the seller has paid all contractors, subcontractors, and materialmen that have provided services or materials in connection with the portion of the 2020 Project for which disbursement is made hereby.

[CONSULTING ENGINEER]

---

Title: \_\_\_\_\_



Statement Date: 01/25/22 Page: 3 of 4

## Current Invoice Details

Mail Payments to:

LOWE'S  
P.O. BOX 530954  
ATLANTA, GA 30353-0954VIERA EAST COMMUNITY DEV  
Account : 9900 230613 4  
Store/City: 1506 / ROCKLEDGE, FL  
Buyer: GRASSER EDDate of Sale: 12/29/21  
Invoice: 902644 -DIQNX  
P.O. / JOB:

S.K.U.	DESCRIPTION	QUANTITY	UNIT	PRICE	EXT. PRICE
00000000569154	WD-40 12-OZ SMART STRAW H	1.00	EA	6.25	6.25
000000001048673	CFT CRAFTSMAN 10-499 (+24	1.00	EA	5.68	5.68
000000000373052	KOBALT 10-CT HEAVY DUTY B	1.00	PC	1.88	1.88
000000000350030	KB 50-PC DRILL/DRIVE SET	1.00	EA	18.98	18.98
000000000107737	FEIT 15W T7 TUBE D.C BSE	4.00	EA	3.78	15.12
000000000155870	PROMOTIONAL DISCOUNT APPL	1.00	EA	0.00	0.00
Subtotal: 47.91		Tax: 0.00		Balance Due: 47.91	

Mail Payments to:

LOWE'S  
P.O. BOX 530954  
ATLANTA, GA 30353-0954VIERA EAST COMMUNITY DEV  
Account : 9900 230613 4  
Store/City: 1506 / ROCKLEDGE, FL  
Buyer: MOLLER JIMDate of Sale: 01/03/22  
Invoice: 910726 -IDUNRC  
P.O. / JOB:

S.K.U.	DESCRIPTION	QUANTITY	UNIT	PRICE	EXT. PRICE
000000000932617	GE HAL 100W A19 RVL CL 2C	1.00	EA	7.58	7.58
000000000144214	DURACELL C 8-PACK	2.00	EA	13.28	26.56
000000000783525	CORONA COMFORTGL BYPASS P	2.00	EA	15.18	30.36
0000000001072097	DW 8-PC 1-IN RECIP BLD KI	1.00	EA	18.98	18.98
0000000001058342	23-OZ SPRAYWAY GL CLNR(-6	1.00	EA	3.12	3.12
000000000662575	169-OZ FABULOSO LAVENDER	1.00	EA	7.30	7.30
0000000002131348	HIS 3.3CF SVR ALL REF MIN	1.00	EA	170.05	170.05
0000000000863637	BLUE HAWK SHRUB RAKE(-807	3.00	PC	12.33	36.99
0000000000229324	FIKARS 28-IN POWER LEVER	2.00	EA	23.73	47.46
000000000155870	PROMOTIONAL DISCOUNT APPL	1.00	EA	0.00	0.00
Subtotal: 348.40		Tax: 0.00		Balance Due: 348.40	

Mail Payments to:

LOWE'S  
P.O. BOX 530954  
ATLANTA, GA 30353-0954VIERA EAST COMMUNITY DEV  
Store/City: 1506 / ROCKLEDGE, FL  
Buyer: MELLOH TIMDate of Sale: 01/13/22  
Invoice: 983015 -IFRXTK  
P.O. / JOB:

S.K.U.	DESCRIPTION	QUANTITY	UNIT	PRICE	EXT. PRICE
000000000167639	0.8-CU FT RED RUBBER MLCH	75.00	BA	6.28	471.00
Subtotal: 471.00		Tax: 0.00		Balance Due: 471.00	

2 PALLETS - PARK

-Continue-

**REQUISITION NO. 92**

**\$7,685,000**

**Viera East Community Development District  
(Brevard County, Florida)  
Special Revenue Assessment Bonds, Series 2020**

The undersigned, an Authorized Officer of Viera East Community Development District (the "District") hereby submits the following requisition for disbursement, under and pursuant to the terms of the Amended and Restated General Special Revenue Assessment Bond Resolution of the District adopted by the District on January 25, 2012, as amended and supplemented from time to time, and particularly as supplemented by the Second Supplemental Resolution (collectively, the "Resolution") adopted by the District's Board of Supervisors on November 21, 2019 (all capitalized terms used herein shall have the meaning ascribed to such term in the Resolution):

- (A) Requisition Number: 92
- (B) Name of Payee: Viera East CDD
- (C) Address of Payee: 2300 Clubhouse Drive, Viera, FL 32955
- (D) Amount Payable: \$639.92

The Undersigned hereby certifies that this requisition is for the reimbursement of Woodside Park Supplies from the Construction and Acquisition Fund that have not previously been paid.

Attached hereto are originals of the invoice(s) from the vendor of the services rendered with respect to which disbursement is hereby requested.

**VIERA EAST COMMUNITY  
DEVELOPMENT  
DISTRICT**

By: \_\_\_\_\_  
Authorized Officer

**REQUISITION NO. 92**

**\$7,685,000**

**Viera East Community Development District  
(Brevard County, Florida)  
Special Revenue Assessment Bonds, Series 2020**

**CONSULTING ENGINEER'S APPROVAL OF 2020 PROJECT COSTS**

The undersigned Consulting Engineer hereby certifies that this disbursement is for a Cost of the 2020 Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the 2020 Project with respect to which such disbursement is being made; and, (iii) the report of the Consulting Engineer for the 2020 Project, as such report shall have been amended or modified on the date hereof. The undersigned further certifies that (a) the 2020 Project improvements to be acquired have been completed in accordance with the plans and specifications therefore; (b) the 2020 Project improvements are constructed in a sound workmanlike manner and in accordance with industry standards; (c) the purchase price to be paid by the District for the 2020 Project improvements is no more than the lesser of (i) the fair market value of such improvements and (ii) the actual cost of construction of such improvements; (d) the plans and specifications for such portion of the 2020 Project improvements have been approved by all regulatory bodies required to approve them; (e) all currently required approvals and permits for the acquisition, construction, reconstruction, installation and/or equipping of the portion of the 2020 Project for which disbursement is made have been obtained from all applicable regulatory bodies; and (f) for that portion of the 2020 Project being acquired, the seller has paid all contractors, subcontractors, and materialmen that have provided services or materials in connection with the portion of the 2020 Project for which disbursement is made hereby.

[CONSULTING ENGINEER]

---

Title: \_\_\_\_\_



Details for Order #112-5562156-0089004

Order Placed: January 14, 2022

Amazon.com order number: 112-5562156-0089004

Order Total: \$639.92

Not Yet Shipped	
<b>Items Ordered</b>	<b>Price</b>
8 of: BRIMMEL Solar Light Outdoor, Super Bright 600 Lumen LED Landscape Lamp, Motion Sensor Dusk-to-Dawn Auto ON/OFF Cast Aluminum Waterproof Cordless Garden Light for Pathway Driveway, 32", 3000k Warm Whit Sold by: Vera Tech ( <a href="#">seller profile</a> ) Condition: New	\$79.99
<b>Shipping Address:</b> Tim Melloh - Viera East CDD 2300 CLUBHOUSE DR ROCKLEDGE, FL 32955-6500 United States	
<b>Shipping Speed:</b> FREE Prime Delivery	

Payment information	
	Item(s) Subtotal: \$639.92
	Shipping & Handling: \$0.00
<b>Billing address</b> Viera East CDD 2300 Clubhouse Drive Rockledge, FL 32955 United States	Total before tax: \$639.92
	Estimated Tax: \$0.00
	<b>Grand Total: \$639.92</b>

To view the status of your order, return to [Order Summary](#) .

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P- CARD

GL# \_\_\_\_\_ \$ \_\_\_\_\_  
GL# \_\_\_\_\_ \$ \_\_\_\_\_  
GL# \_\_\_\_\_ \$ \_\_\_\_\_  
GL# \_\_\_\_\_ \$ 639.92  
Dept Head \_\_\_\_\_ GM \_\_\_\_\_

\$50K REST EQUIPMENT

**REQUISITION NO. 93**

**\$7,685,000**

**Viera East Community Development District  
(Brevard County, Florida)  
Special Revenue Assessment Bonds, Series 2020**

The undersigned, an Authorized Officer of Viera East Community Development District (the "District") hereby submits the following requisition for disbursement, under and pursuant to the terms of the Amended and Restated General Special Revenue Assessment Bond Resolution of the District adopted by the District on January 25, 2012, as amended and supplemented from time to time, and particularly as supplemented by the Second Supplemental Resolution (collectively, the "Resolution") adopted by the District's Board of Supervisors on November 21, 2019 (all capitalized terms used herein shall have the meaning ascribed to such term in the Resolution):

- (A) Requisition Number: 93
- (B) Name of Payee: Viera East CDD
- (C) Address of Payee: 2300 Clubhouse Drive, Viera, FL 32955
- (D) Amount Payable: \$809.50

The Undersigned hereby certifies that this requisition is for the reimbursement of Woodside Park Supplies from the Construction and Acquisition Fund that have not previously been paid.

Attached hereto are originals of the invoice(s) from the vendor of the services rendered with respect to which disbursement is hereby requested.

**VIERA EAST COMMUNITY  
DEVELOPMENT  
DISTRICT**

By: \_\_\_\_\_  
Authorized Officer



**REQUISITION NO. 93**

**\$7,685,000**

**Viera East Community Development District  
(Brevard County, Florida)  
Special Revenue Assessment Bonds, Series 2020**

**CONSULTING ENGINEER'S APPROVAL OF 2020 PROJECT COSTS**

The undersigned Consulting Engineer hereby certifies that this disbursement is for a Cost of the 2020 Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the 2020 Project with respect to which such disbursement is being made; and, (ii) the report of the Consulting Engineer for the 2020 Project, as such report shall have been amended or modified on the date hereof. The undersigned further certifies that (a) the 2020 Project improvements to be acquired have been completed in accordance with the plans and specifications therefore; (b) the 2020 Project improvements are constructed in a sound workmanlike manner and in accordance with industry standards; (c) the purchase price to be paid by the District for the 2020 Project improvements is no more than the lesser of (i) the fair market value of such improvements and (ii) the actual cost of construction of such improvements; (d) the plans and specifications for such portion of the 2020 Project improvements have been approved by all regulatory bodies required to approve them; (e) all currently required approvals and permits for the acquisition, construction, reconstruction, installation and/or equipping of the portion of the 2020 Project for which disbursement is made have been obtained from all applicable regulatory bodies; and (f) for that portion of the 2020 Project being acquired, the seller has paid all contractors, subcontractors, and materialmen that have provided services or materials in connection with the portion of the 2020 Project for which disbursement is made hereby.

[CONSULTING ENGINEER]

---

Title: \_\_\_\_\_



I Campos <icampos@vieraeastcdd.com>

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**FW: Note added to your GrassMats order from January 19, 2022**

1 message

**Rob Dale** <robcd@cfllrr.com>

Thu, Jan 20, 2022 at 5:29 AM

Reply-To: Rob Dale <robcd@cfllrr.com>

To: "icampos@vieraeastcdd.com" <icampos@vieraeastcdd.com>

Ines, as discussed.

Rob

Rob Dale  
Chairman, Board of Supervisors  
Viera East Community Development District

---

From: [rdale@cfllrr.com](mailto:rdale@cfllrr.com)

To: "Robcd@cfllrr.com"

Cc:

Sent: Thursday January 20 2022 5:20:16AM

Subject: FW: Note added to your GrassMats order from January 19, 2022

---

From: "Grassmats USA"

To: [rdale@cfllrr.com](mailto:rdale@cfllrr.com)

Cc:

Sent: Thursday January 20 2022 5:10:41AM

Subject: Note added to your GrassMats order from January 19, 2022

GrassMats

809.50



A note has been added to your order

Hi Timothy,

The following note has been added to your order:

This order will be shipped via FedEx, tracking [7758 0546 3165](#)

As a reminder, here are your order details:

**[Order #10637] (January 19, 2022)**

Product	Quantity	Price

Product	Quantity	Price
Rubber Grass Mats	10	\$690.00
<b>Subtotal:</b>		\$690.00
<b>Shipping:</b>		\$119.50 via Flat Shipping
<b>Payment method:</b>		Credit card (Square)
<b>Total:</b>		\$809.50

How did you hear about Grassmats?: Google Search

### Billing address

### Shipping address

Timothy Melloh  
Viera East CDD  
2300 Clubhouse Drive  
Rockledge, FL 32955  
(321) 254-6404  
[rdale@cfl.rr.com](mailto:rdale@cfl.rr.com)

Rob Dale  
Viera East CDD  
1720 Curlew Court  
Viera, FL 32955

Thanks for reading.

**REQUISITION NO. 94**

**\$7,685,000**

**Viera East Community Development District  
(Brevard County, Florida)  
Special Revenue Assessment Bonds, Series 2020**

The undersigned, an Authorized Officer of Viera East Community Development District (the "District") hereby submits the following requisition for disbursement, under and pursuant to the terms of the Amended and Restated General Special Revenue Assessment Bond Resolution of the District adopted by the District on January 25, 2012, as amended and supplemented from time to time, and particularly as supplemented by the Second Supplemental Resolution (collectively, the "Resolution") adopted by the District's Board of Supervisors on November 21, 2019 (all capitalized terms used herein shall have the meaning ascribed to such term in the Resolution):

- (A) Requisition Number: 94
- (B) Name of Payee: Viera East CDD
- (C) Address of Payee: 2300 Clubhouse Drive, Viera, FL 32955
- (D) Amount Payable: \$2494.00

The Undersigned hereby certifies that this requisition is for the reimbursement of Hook & Eagle Equipment from the Construction and Acquisition Fund that have not previously been paid.

Attached hereto are originals of the invoice(s) from the vendor of the services rendered with respect to which disbursement is hereby requested.

**VIERA EAST COMMUNITY  
DEVELOPMENT  
DISTRICT**

By: \_\_\_\_\_  
Authorized Officer

**REQUISITION NO. 94**

**\$7,685,000**

**Viera East Community Development District  
(Brevard County, Florida)  
Special Revenue Assessment Bonds, Series 2020**

**CONSULTING ENGINEER'S APPROVAL OF 2020 PROJECT COSTS**

The undersigned Consulting Engineer hereby certifies that this disbursement is for a Cost of the 2020 Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the 2020 Project with respect to which such disbursement is being made; and, (ii) the report of the Consulting Engineer for the 2020 Project, as such report shall have been amended or modified on the date hereof. The undersigned further certifies that (a) the 2020 Project improvements to be acquired have been completed in accordance with the plans and specifications therefore; (b) the 2020 Project improvements are constructed in a sound workmanlike manner and in accordance with industry standards; (c) the purchase price to be paid by the District for the 2020 Project improvements is no more than the lesser of (i) the fair market value of such improvements and (ii) the actual cost of construction of such improvements; (d) the plans and specifications for such portion of the 2020 Project improvements have been approved by all regulatory bodies required to approve them; (e) all currently required approvals and permits for the acquisition, construction, reconstruction, installation and/or equipping of the portion of the 2020 Project for which disbursement is made have been obtained from all applicable regulatory bodies; and (f) for that portion of the 2020 Project being acquired, the seller has paid all contractors, subcontractors, and materialmen that have provided services or materials in connection with the portion of the 2020 Project for which disbursement is made hereby.

[CONSULTING ENGINEER]

---

Title: \_\_\_\_\_

**2300 Clubhouse Dr - Order Confirmation****Order Number:** 71796006**Order Placed:** 01/21/2022 at 10:37 AM**Status:** Hold - Pending Processing**Shipping:** \$0.00**Order Details:**

Item	Price	Qty	Total
Avantco SS-UC-60R-HC 60" Undercounter Refrigerator 178SSUC60RHC EA	\$2,449.00	1	\$2,449.00
<b>Sub Total:</b>			\$2,449.00
<b>Shipping:</b>			\$0.00
<b>Liftgate:</b>			\$45.00
<b>Tax:</b>			\$0.00
<b>Total:</b>			\$2,494.00

Thank you again for shopping at WebstaurantStore!

[Print this page](#)

P-CARD

GL# \_\_\_\_\_ \$ 2494.00  
GL# \_\_\_\_\_ \$ \_\_\_\_\_  
GL# \_\_\_\_\_ \$ \_\_\_\_\_  
GL# \_\_\_\_\_ \$ \_\_\_\_\_  
Dept Head \_\_\_\_\_ GM 2494

\$50,000 RESTAURANT EQUIP APPROVAL



**REQUISITION NO. 95**

**\$7,685,000**

**Viera East Community Development District  
(Brevard County, Florida)  
Special Revenue Assessment Bonds, Series 2020**

The undersigned, an Authorized Officer of Viera East Community Development District (the "District") hereby submits the following requisition for disbursement, under and pursuant to the terms of the Amended and Restated General Special Revenue Assessment Bond Resolution of the District adopted by the District on January 25, 2012, as amended and supplemented from time to time, and particularly as supplemented by the Second Supplemental Resolution (collectively, the "Resolution") adopted by the District's Board of Supervisors on November 21, 2019 (all capitalized terms used herein shall have the meaning ascribed to such term in the Resolution):

- (A) Requisition Number: 95
- (B) Name of Payee: Viera East CDD
- (C) Address of Payee: 2300 Clubhouse Drive, Viera, FL 32955
- (D) Amount Payable: \$7,398

The Undersigned hereby certifies that this requisition is for the reimbursement of Woodside Park Supplies from the Construction and Acquisition Fund that have not previously been paid.

Attached hereto are originals of the invoice(s) from the vendor of the services rendered with respect to which disbursement is hereby requested.

**VIERA EAST COMMUNITY  
DEVELOPMENT  
DISTRICT**

By: \_\_\_\_\_  
Authorized Officer

**REQUISITION NO. 95**

**\$7,685,000**

**Viera East Community Development District  
(Brevard County, Florida)  
Special Revenue Assessment Bonds, Series 2020**

**CONSULTING ENGINEER'S APPROVAL OF 2020 PROJECT COSTS**

The undersigned Consulting Engineer hereby certifies that this disbursement is for a Cost of the 2020 Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the 2020 Project with respect to which such disbursement is being made; and, (ii) the report of the Consulting Engineer for the 2020 Project, as such report shall have been amended or modified on the date hereof. The undersigned further certifies that (a) the 2020 Project improvements to be acquired have been completed in accordance with the plans and specifications therefore; (b) the 2020 Project improvements are constructed in a sound workmanlike manner and in accordance with industry standards; (c) the purchase price to be paid by the District for the 2020 Project improvements is no more than the lesser of (i) the fair market value of such improvements and (ii) the actual cost of construction of such improvements; (d) the plans and specifications for such portion of the 2020 Project improvements have been approved by all regulatory bodies required to approve them; (e) all currently required approvals and permits for the acquisition, construction, reconstruction, installation and/or equipping of the portion of the 2020 Project for which disbursement is made have been obtained from all applicable regulatory bodies; and (f) for that portion of the 2020 Project being acquired, the seller has paid all contractors, subcontractors, and materialmen that have provided services or materials in connection with the portion of the 2020 Project for which disbursement is made hereby.

[CONSULTING ENGINEER]

---

Title: \_\_\_\_\_

# Professional Irrigation Services Inc.

4685 Newburn Street  
Cocoa, Florida 32926

# Invoice

Date	Invoice #
3/6/2022	5459

Bill To
Viera East 5250 Murrell Rd. Viera, Fl. 32955

Ship To
Woodside Park Irrigation

Terms

Quantity	Item Code	Description	Price Each	Amount
17	Control Valves	Control Valves	225.00	3,825.00
36	Rotary Heads	Rotary Heads	17.00	612.00
1,080	PVC	PVC	1.70	1,836.00
5	Decoders	Decoders	225.00	1,125.00
002 300 131 102				
		GL# _____ \$ _____		
		GL# _____ \$ _____		
		GL# _____ \$ _____		
		GL# _____ \$ _____		
		Dept Head _____ GM _____		
Woodside PARK IRRIGATION			Total	\$7,398.00

**REQUISITION NO. 96**

**\$7,685,000**

**Viera East Community Development District  
(Brevard County, Florida)  
Special Revenue Assessment Bonds, Series 2020**

The undersigned, an Authorized Officer of Viera East Community Development District (the "District") hereby submits the following requisition for disbursement, under and pursuant to the terms of the Amended and Restated General Special Revenue Assessment Bond Resolution of the District adopted by the District on January 25, 2012, as amended and supplemented from time to time, and particularly as supplemented by the Second Supplemental Resolution (collectively, the "Resolution") adopted by the District's Board of Supervisors on November 21, 2019 (all capitalized terms used herein shall have the meaning ascribed to such term in the Resolution):

- (A) Requisition Number: 96
- (B) Name of Payee: Viera East CDD
- (C) Address of Payee: 2300 Clubhouse Drive, Viera, FL 32955
- (D) Amount Payable: \$2,308.25

The Undersigned hereby certifies that this requisition is for the reimbursement of Woodside Park Supplies from the Construction and Acquisition Fund that have not previously been paid.

Attached hereto are originals of the invoice(s) from the vendor of the services rendered with respect to which disbursement is hereby requested.

**VIERA EAST COMMUNITY  
DEVELOPMENT  
DISTRICT**

By: \_\_\_\_\_  
Authorized Officer

**REQUISITION NO. 96**

**\$7,685,000**

**Viera East Community Development District  
(Brevard County, Florida)  
Special Revenue Assessment Bonds, Series 2020**

**CONSULTING ENGINEER'S APPROVAL OF 2020 PROJECT COSTS**

The undersigned Consulting Engineer hereby certifies that this disbursement is for a Cost of the 2020 Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the 2020 Project with respect to which such disbursement is being made; and, (ii) the report of the Consulting Engineer for the 2020 Project, as such report shall have been amended or modified on the date hereof. The undersigned further certifies that (a) the 2020 Project improvements to be acquired have been completed in accordance with the plans and specifications therefore; (b) the 2020 Project improvements are constructed in a sound workmanlike manner and in accordance with industry standards; (c) the purchase price to be paid by the District for the 2020 Project improvements is no more than the lesser of (i) the fair market value of such improvements and (ii) the actual cost of construction of such improvements; (d) the plans and specifications for such portion of the 2020 Project improvements have been approved by all regulatory bodies required to approve them; (e) all currently required approvals and permits for the acquisition, construction, reconstruction, installation and/or equipping of the portion of the 2020 Project for which disbursement is made have been obtained from all applicable regulatory bodies; and (f) for that portion of the 2020 Project being acquired, the seller has paid all contractors, subcontractors, and materialmen that have provided services or materials in connection with the portion of the 2020 Project for which disbursement is made hereby.

[CONSULTING ENGINEER]

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Title: \_\_\_\_\_

A-Head for Profits FL  
240 Great Circle Rd Ste 344  
NASHVILLE, TN 37228 US  
(615)499-4197

**A HEAD FOR PROFITS**   
*Trust Us for the Perfect Pint*

**BILL TO**  
Viera East Golf - Rockledge FL  
2300 Clubhouse Dr  
Rockledge, FL

**SHIP TO**  
Viera East Golf - Rockledge FL  
2300 Clubhouse Dr  
Rockledge, FL

**INVOICE 1631933**

**DATE** 12/28/2022 **TERMS** Due on receipt

**DUE DATE** 12/28/2022

ACTIVITY	QTY	RATE	AMOUNT
Contract Deposit	1	-	-7,230.32
		7,230.32	
Services Draft Micromatic - Installs Installation, Set-up or Repair of Draft System	1	2,760.00	2,760.00
Micro Matic Draft Parts - Installs MicroMatic Draft Parts	1	6,453.57	6,453.57
Shipping and Handling		325.00	325.00

Thanks for your Business!! "Trust us for the Perfect Pint"

Down Payment: \$6,778.57

Due on Day of Install: \$2,760.00

**TOTAL DUE** **\$2,308.25**

GL# 002300 131102 \$  
GL# \$  
GL# \$  
GL# \$  
Dept Head GM

\* Rest. To be paid FROM Bond Movies  
See Attached



I Campos &lt;icampos@vieraeastcdd.com&gt;

**Fwd: Viera East Golf (Hook & Eagle Tavern) Rockledge FL**

1 message

**Jeff Spencer** <hookandeagle@gmail.com>  
To: I Campos <icampos@vieraeastcdd.com>

Tue, Mar 22, 2022 at 10:14 AM

Good morning!! Attached is the final invoice from our draft system. This one is to be paid from bond monies

Thanks. Let me know if you have any questions

----- Forwarded message -----

From: **John McPhail III** <jmcphail@aheadforprofits.com>  
Date: Wed, Mar 9, 2022 at 4:59 PM  
Subject: Fwd: Viera East Golf (Hook & Eagle Tavern) Rockledge FL  
To: Jeff Spencer <hookandeagle@gmail.com>

Hey Jeff! Please see attached final invoice for balance due. Let me know if you have any questions. This can be mailed to our corporate office in Nashville but I am happy to pick it up from you as well.

Cheers,



**John McPhail III**  
Sales Manager

**P.** 855-502-7936 **M.** 407-713-1460  
**E.** jmcphail@aheadforprofits.com



Begin forwarded message:

From: Al Holden <aholden@aheadforprofits.com>  
Date: March 8, 2022 at 3:23:31 PM EST  
To: John McPhail III <jmcphail@aheadforprofits.com>  
Subject: Re: Viera East Golf (Hook & Eagle Tavern) Rockledge FL

Here you go!

On Mon, Mar 7, 2022 at 9:15 AM John McPhail III <jmcphail@aheadforprofits.com> wrote:

Hey Al. I think I sent you an email requesting a final invoice but if I didn't.. Would you please?

Cheers,



**John McPhail III**  
Sales Manager

**P.** 855-502-7936 **M.** 407-713-1460  
**E.** jmcphail@aheadforprofits.com



3/22/22, 10:14 AM

Viera East Comm Dev Dist Mail - Fwd: Viera East Golf (Hook & Eagle Tavern) Rockledge FL

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 **1631933 Viera.pdf**  
21K



**REQUISITION NO. 97**

**\$7,685,000**

**Viera East Community Development District  
(Brevard County, Florida)  
Special Revenue Assessment Bonds, Series 2020**

The undersigned, an Authorized Officer of Viera East Community Development District (the "District") hereby submits the following requisition for disbursement, under and pursuant to the terms of the Amended and Restated General Special Revenue Assessment Bond Resolution of the District adopted by the District on January 25, 2012, as amended and supplemented from time to time, and particularly as supplemented by the Second Supplemental Resolution (collectively, the "Resolution") adopted by the District's Board of Supervisors on November 21, 2019 (all capitalized terms used herein shall have the meaning ascribed to such term in the Resolution):

- (A) Requisition Number: 97
- (B) Name of Payee: Viera East CDD
- (C) Address of Payee: 2300 Clubhouse Drive, Viera, FL 32955
- (D) Amount Payable: \$10,467

The Undersigned hereby certifies that this requisition is for the reimbursement of Woodside Park Supplies from the Construction and Acquisition Fund that have not previously been paid.

Attached hereto are originals of the invoice(s) from the vendor of the services rendered with respect to which disbursement is hereby requested.

**VIERA EAST COMMUNITY  
DEVELOPMENT  
DISTRICT**

By: \_\_\_\_\_  
Authorized Officer

**REQUISITION NO. 97**

**\$7,685,000**

**Viera East Community Development District  
(Brevard County, Florida)  
Special Revenue Assessment Bonds, Series 2020**

**CONSULTING ENGINEER'S APPROVAL OF 2020 PROJECT COSTS**

The undersigned Consulting Engineer hereby certifies that this disbursement is for a Cost of the 2020 Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the 2020 Project with respect to which such disbursement is being made; and, (ii) the report of the Consulting Engineer for the 2020 Project, as such report shall have been amended or modified on the date hereof. The undersigned further certifies that (a) the 2020 Project improvements to be acquired have been completed in accordance with the plans and specifications therefore; (b) the 2020 Project improvements are constructed in a sound workmanlike manner and in accordance with industry standards; (c) the purchase price to be paid by the District for the 2020 Project improvements is no more than the lesser of (i) the fair market value of such improvements and (ii) the actual cost of construction of such improvements; (d) the plans and specifications for such portion of the 2020 Project improvements have been approved by all regulatory bodies required to approve them; (e) all currently required approvals and permits for the acquisition, construction, reconstruction, installation and/or equipping of the portion of the 2020 Project for which disbursement is made have been obtained from all applicable regulatory bodies; and (f) for that portion of the 2020 Project being acquired, the seller has paid all contractors, subcontractors, and materialmen that have provided services or materials in connection with the portion of the 2020 Project for which disbursement is made hereby.

[CONSULTING ENGINEER]

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Title: \_\_\_\_\_

# Professional Irrigation Services Inc.

4685 Newburn Street  
Cocoa, Florida 32926

# Invoice

Date	Invoice #
3/17/2022	5463

<b>Bill To</b>
Viera East 5250 Murrell Rd. Viera, fl.32955

<b>Ship To</b>
Woodside Park

<b>Terms</b>

Quantity	Item Code	Description	Price Each	Amount
144	Rotary Heads	Rotary Heads	17.00	2,448.00
4,320	PVC	PVC	1.70	7,344.00
3	Decoders	Decoders	225.00	675.00
<p>GL# 002 300131102 \$</p> <p>GL# \$</p> <p>GL# \$</p> <p>GL# \$</p> <p>Dept Head GM</p> <p>DOG PARK- IRRIGATION</p> <p>WOODSIDE PARK</p>				
<b>Total</b>			\$10,467.00	

**REQUISITION NO. 98**

**\$7,685,000**

**Viera East Community Development District  
(Brevard County, Florida)  
Special Revenue Assessment Bonds, Series 2020**

The undersigned, an Authorized Officer of Viera East Community Development District (the "District") hereby submits the following requisition for disbursement, under and pursuant to the terms of the Amended and Restated General Special Revenue Assessment Bond Resolution of the District adopted by the District on January 25, 2012, as amended and supplemented from time to time, and particularly as supplemented by the Second Supplemental Resolution (collectively, the "Resolution") adopted by the District's Board of Supervisors on November 21, 2019 (all capitalized terms used herein shall have the meaning ascribed to such term in the Resolution):

- (A) Requisition Number: 98
- (B) Name of Payee: Viera East CDD
- (C) Address of Payee: 2300 Clubhouse Drive, Viera, FL 32955
- (D) Amount Payable: \$945.00

The Undersigned hereby certifies that this requisition is for the reimbursement of Woodside Park Supplies from the Construction and Acquisition Fund that have not previously been paid.

Attached hereto are originals of the invoice(s) from the vendor of the services rendered with respect to which disbursement is hereby requested.

**VIERA EAST COMMUNITY  
DEVELOPMENT  
DISTRICT**

By: \_\_\_\_\_  
Authorized Officer

**REQUISITION NO. 98**

**\$7,685,000**

**Viera East Community Development District  
(Brevard County, Florida)  
Special Revenue Assessment Bonds, Series 2020**

**CONSULTING ENGINEER'S APPROVAL OF 2020 PROJECT COSTS**

The undersigned Consulting Engineer hereby certifies that this disbursement is for a Cost of the 2020 Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the 2020 Project with respect to which such disbursement is being made; and, (ii) the report of the Consulting Engineer for the 2020 Project, as such report shall have been amended or modified on the date hereof. The undersigned further certifies that (a) the 2020 Project improvements to be acquired have been completed in accordance with the plans and specifications therefore; (b) the 2020 Project improvements are constructed in a sound workmanlike manner and in accordance with industry standards; (c) the purchase price to be paid by the District for the 2020 Project improvements is no more than the lesser of (i) the fair market value of such improvements and (ii) the actual cost of construction of such improvements; (d) the plans and specifications for such portion of the 2020 Project improvements have been approved by all regulatory bodies required to approve them; (e) all currently required approvals and permits for the acquisition, construction, reconstruction, installation and/or equipping of the portion of the 2020 Project for which disbursement is made have been obtained from all applicable regulatory bodies; and (f) for that portion of the 2020 Project being acquired, the seller has paid all contractors, subcontractors, and materialmen that have provided services or materials in connection with the portion of the 2020 Project for which disbursement is made hereby.

[CONSULTING ENGINEER]

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Title: \_\_\_\_\_

Modern Security Systems  
1384 HERITAGE ACRES BLVD  
ROCKLEDGE, FL 32955



VIERA EAST GOLF CLUB  
2300 CLUBHOUSE DR.  
VIERA, FL 32955

## Invoice

		Date		Invoice #	
		3/24/2022		06085	
Job Location					
VIERA EAST GOLF CLUB 2300 CLUBHOUSE DR. VIERA, FL 32955					
P.O. No.		Terms		Due Date	Rep
		Due on receipt		3/24/2022	FSR
Account #					
Qty	Description				
3	Kadision LED Flood Light Outdoor with Dusk to Dawn Photocell, 50W 6500LM IP65 Waterproof Adjustable Knuckle Mount LED Flood Lights 5000K 100-277V ETL Listed				
3	OUTDOOR BELL BOXES				
0.5	INSTALLATION				
***3 YEAR WARRANTY ON ALL EQUIPMENT***					
***1 YEAR WARRANTY ON ALL WORKMANSHIP***					
002 300 131102					
				Sales Tax (0.0%)	\$0.00
TO AVOID AN INVOICING FEE OF \$15.00 PAYMENT IS EXPECTED AT TIME OF SERVICE.				Total	\$945.00
				Payments/Credits	\$0.00
CREDIT CARD CHARGES WILL INCUR A CONVENIENCE CHARGE OF 3%.				Balance Due	\$945.00
Phone #	Fax #	E-mail		Web Site	
(321) 574-8000	(401) 463-7777	info@GoModernElectrical.com		www.GoModernElectrical.com	

\* Dog Park Security Installation

**REQUISITION NO. 99**

**\$7,685,000**

**Viera East Community Development District  
(Brevard County, Florida)  
Special Revenue Assessment Bonds, Series 2020**

The undersigned, an Authorized Officer of Viera East Community Development District (the "District") hereby submits the following requisition for disbursement, under and pursuant to the terms of the Amended and Restated General Special Revenue Assessment Bond Resolution of the District adopted by the District on January 25, 2012, as amended and supplemented from time to time, and particularly as supplemented by the Second Supplemental Resolution (collectively, the "Resolution") adopted by the District's Board of Supervisors on November 21, 2019 (all capitalized terms used herein shall have the meaning ascribed to such term in the Resolution):

- (A) Requisition Number: 99
- (B) Name of Payee: Viera East CDD
- (C) Address of Payee: 2300 Clubhouse Drive, Viera, FL 32955
- (D) Amount Payable: \$2,445.75

The Undersigned hereby certifies that this requisition is for the reimbursement of Woodside Park Supplies from the Construction and Acquisition Fund that have not previously been paid.

Attached hereto are originals of the invoice(s) from the vendor of the services rendered with respect to which disbursement is hereby requested.

**VIERA EAST COMMUNITY  
DEVELOPMENT  
DISTRICT**

By: \_\_\_\_\_  
Authorized Officer

**REQUISITION NO. 99**

**\$7,685,000**

**Viera East Community Development District  
(Brevard County, Florida)  
Special Revenue Assessment Bonds, Series 2020**

**CONSULTING ENGINEER'S APPROVAL OF 2020 PROJECT COSTS**

The undersigned Consulting Engineer hereby certifies that this disbursement is for a Cost of the 2020 Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the 2020 Project with respect to which such disbursement is being made; and, (ii) the report of the Consulting Engineer for the 2020 Project, as such report shall have been amended or modified on the date hereof. The undersigned further certifies that (a) the 2020 Project improvements to be acquired have been completed in accordance with the plans and specifications therefore; (b) the 2020 Project improvements are constructed in a sound workmanlike manner and in accordance with industry standards; (c) the purchase price to be paid by the District for the 2020 Project improvements is no more than the lesser of (i) the fair market value of such improvements and (ii) the actual cost of construction of such improvements; (d) the plans and specifications for such portion of the 2020 Project improvements have been approved by all regulatory bodies required to approve them; (e) all currently required approvals and permits for the acquisition, construction, reconstruction, installation and/or equipping of the portion of the 2020 Project for which disbursement is made have been obtained from all applicable regulatory bodies; and (f) for that portion of the 2020 Project being acquired, the seller has paid all contractors, subcontractors, and materialmen that have provided services or materials in connection with the portion of the 2020 Project for which disbursement is made hereby.

[CONSULTING ENGINEER]

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Title: \_\_\_\_\_



Modern Security Systems  
1384 HERITAGE ACRES BLVD  
ROCKLEDGE, FL 32955



VIERA EAST GOLF CLUB  
2300 CLUBHOUSE DR.  
VIERA, FL. 32955

## Invoice

		Date	Invoice #	
		3/24/2022	06084	
		Job Location		
		VIERA EAST GOLF CLUB 2300 CLUBHOUSE DR. VIERA, FL 32955		
P.O. No.	Terms	Due Date	Rep	Account #
	Due on receipt	3/24/2022	FSR	
Qty	Description			
0.5	16-CH 1080p HD-TVI Security Series DVR System			
1	3TB HARD DRIVE			
3.5	FULL TIME COLOR OUTDOOR TURRET CAMERA 1080P FULL RESOLUTION			
0.5	8 CHANNEL 10 AMP POWER SUPPLY			
0.5	INSTALLATION			
	***3 YEAR WARRANTY ON ALL EQUIPMENT***			
	***1 YEAR WARRANTY ON ALL WORKMANSHIP***			
		002 300 131 102		
		Sales Tax (0.0%)		\$0.00
TO AVOID AN INVOICING FEE OF \$15.00 PAYMENT IS EXPECTED AT TIME OF SERVICE.		Total		\$2,445.75
		Payments/Credits		\$0.00
CREDIT CARD CHARGES WILL INCUR A CONVENIENCE CHARGE OF 3%.		Balance Due		\$2,445.75
Phone #	Fax #	E-mail	Web Site	
(321) 574-8000	(401) 463-7777	info@GoModernElectrical.com	www.GoModernElectrical.com	

\* Dog Park - Security Installation

**REQUISITION NO. 100**

**\$7,685,000**

**Viera East Community Development District  
(Brevard County, Florida)  
Special Revenue Assessment Bonds, Series 2020**

The undersigned, an Authorized Officer of Viera East Community Development District (the "District") hereby submits the following requisition for disbursement, under and pursuant to the terms of the Amended and Restated General Special Revenue Assessment Bond Resolution of the District adopted by the District on January 25, 2012, as amended and supplemented from time to time, and particularly as supplemented by the Second Supplemental Resolution (collectively, the "Resolution") adopted by the District's Board of Supervisors on November 21, 2019 (all capitalized terms used herein shall have the meaning ascribed to such term in the Resolution):

- (A) Requisition Number: 100
- (B) Name of Payee: Viera East CDD
- (C) Address of Payee: 2300 Clubhouse Drive, Viera, FL 32955
- (D) Amount Payable: \$4,680

The Undersigned hereby certifies that this requisition is for the reimbursement of Woodside Park Supplies from the Construction and Acquisition Fund that have not previously been paid.

Attached hereto are originals of the invoice(s) from the vendor of the services rendered with respect to which disbursement is hereby requested.

**VIERA EAST COMMUNITY  
DEVELOPMENT  
DISTRICT**

By: \_\_\_\_\_  
Authorized Officer

**REQUISITION NO. 100**

**\$7,685,000**

**Viera East Community Development District  
(Brevard County, Florida)  
Special Revenue Assessment Bonds, Series 2020**

**CONSULTING ENGINEER'S APPROVAL OF 2020 PROJECT COSTS**

The undersigned Consulting Engineer hereby certifies that this disbursement is for a Cost of the 2020 Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the 2020 Project with respect to which such disbursement is being made; and, (ii) the report of the Consulting Engineer for the 2020 Project, as such report shall have been amended or modified on the date hereof. The undersigned further certifies that (a) the 2020 Project improvements to be acquired have been completed in accordance with the plans and specifications therefore; (b) the 2020 Project improvements are constructed in a sound workmanlike manner and in accordance with industry standards; (c) the purchase price to be paid by the District for the 2020 Project improvements is no more than the lesser of (i) the fair market value of such improvements and (ii) the actual cost of construction of such improvements; (d) the plans and specifications for such portion of the 2020 Project improvements have been approved by all regulatory bodies required to approve them; (e) all currently required approvals and permits for the acquisition, construction, reconstruction, installation and/or equipping of the portion of the 2020 Project for which disbursement is made have been obtained from all applicable regulatory bodies; and (f) for that portion of the 2020 Project being acquired, the seller has paid all contractors, subcontractors, and materialmen that have provided services or materials in connection with the portion of the 2020 Project for which disbursement is made hereby.

[CONSULTING ENGINEER]

---

Title: \_\_\_\_\_

# Professional Irrigation Services Inc.

4685 Newburn Street  
Cocoa, Florida 32926

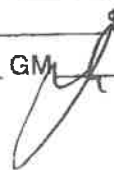
## Invoice

Date	Invoice #
3/30/2022	5468

<b>Bill To</b>
Viera East 5250 Murrell Rd. Viera, fl.32955

<b>Ship To</b>
Woodside Park

<b>Terms</b>

Quantity	Item Code	Description	Price Each	Amount
100	Mist Heads 6"	Mist Head 6"	15.00	1,500.00
1.500	PVC	PVC	1.70	2,550.00
7	Labor Hrs.	Labor Hrs. for camera	70.00	490.00
2	1" ball valve	1" ball valve	70.00	140.00
<div style="text-align: right;"> GL# <u>002 300 131 102</u> \$ <u>4,680</u>  GL# _____ \$ _____  GL# _____ \$ _____  GL# _____ \$ _____  Dept Head _____ GM  </div> <div style="margin-top: 20px;"> <p><i>BOND</i></p> <p><i>DOG PARK</i> <i>&amp; SECURITY CAMERA</i></p> </div>				
<b>Total</b>				\$4,680.00

**REQUISITION NO. 101**

**\$7,685,000**

**Viera East Community Development District  
(Brevard County, Florida)  
Special Revenue Assessment Bonds, Series 2020**

The undersigned, an Authorized Officer of Viera East Community Development District (the "District") hereby submits the following requisition for disbursement, under and pursuant to the terms of the Amended and Restated General Special Revenue Assessment Bond Resolution of the District adopted by the District on January 25, 2012, as amended and supplemented from time to time, and particularly as supplemented by the Second Supplemental Resolution (collectively, the "Resolution") adopted by the District's Board of Supervisors on November 21, 2019 (all capitalized terms used herein shall have the meaning ascribed to such term in the Resolution):

- (A) Requisition Number: 101
- (B) Name of Payee: Viera East CDD
- (C) Address of Payee: 2300 Clubhouse Drive, Viera, FL 32955
- (D) Amount Payable: \$17,500

The Undersigned hereby certifies that this requisition is for the reimbursement of HVAC Unit from the Construction and Acquisition Fund that have not previously been paid.

Attached hereto are originals of the invoice(s) from the vendor of the services rendered with respect to which disbursement is hereby requested.

**VIERA EAST COMMUNITY  
DEVELOPMENT  
DISTRICT**

By: \_\_\_\_\_  
Authorized Officer

**REQUISITION NO. 101**

**\$7,685,000**

**Viera East Community Development District  
(Brevard County, Florida)  
Special Revenue Assessment Bonds, Series 2020**

**CONSULTING ENGINEER'S APPROVAL OF 2020 PROJECT COSTS**

The undersigned Consulting Engineer hereby certifies that this disbursement is for a Cost of the 2020 Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the 2020 Project with respect to which such disbursement is being made; and, (ii) the report of the Consulting Engineer for the 2020 Project, as such report shall have been amended or modified on the date hereof. The undersigned further certifies that (a) the 2020 Project improvements to be acquired have been completed in accordance with the plans and specifications therefore; (b) the 2020 Project improvements are constructed in a sound workmanlike manner and in accordance with industry standards; (c) the purchase price to be paid by the District for the 2020 Project improvements is no more than the lesser of (i) the fair market value of such improvements and (ii) the actual cost of construction of such improvements; (d) the plans and specifications for such portion of the 2020 Project improvements have been approved by all regulatory bodies required to approve them; (e) all currently required approvals and permits for the acquisition, construction, reconstruction, installation and/or equipping of the portion of the 2020 Project for which disbursement is made have been obtained from all applicable regulatory bodies; and (f) for that portion of the 2020 Project being acquired, the seller has paid all contractors, subcontractors, and materialmen that have provided services or materials in connection with the portion of the 2020 Project for which disbursement is made hereby.

[CONSULTING ENGINEER]

---

Title: \_\_\_\_\_



# INVOICE

INVOICE NUMBER WO-1015735  
EXTERNAL WO NUMBER  
INVOICE DATE  
WORK COMPLETION DATE 3/30/2022  
**TOTAL DUE \$17,500.00**

Email: inquiries@dialduron.com  
Phone: 321-632-2663

Dial Duron Service Company  
290 Paint St  
Rockledge, FL 32955

**Billing Address:**  
VIERA EAST GOLF COURSE  
2300 CLUBHOUSE DRIVE  
ROCKLEDGE, FL 32955

**Service Address:**  
VIERA EAST GOLF COURSE  
2300 CLUBHOUSE DRIVE  
ROCKLEDGE, FL 32955

Services Performed						
Installed new 7 1/2 ton condenser with a 3 1/2 and a 4 ton A/H. New whip outside. Flushed and reused copper and drain. New auxiliary drain pan. New return plenum. New supply plenum. New T-6 stat. 2 new float switches. -3/30/2022 1:57:14 PM -(I) Nick Johnson Water Heater 30 gal electric low boy schedule for Tuesday 4/5/22						
Item Number	Description	Status	Total	Discount	QTY	Net Total

Accepted Products & Services						
999.0001-DS	As Agreed Pricing - HVAC	Accepted	\$17,500.00	\$0.00	1.00	\$17,500.00
						0

Accepted Subtotal \$17,500.00

Total Tax \$0.00

Accepted Total \$17,500.00

Amount Paid \$0.00

Board  
CLUB House RENOVATION  
BOARD APPROVED

Customer Signature

Estimated, Declined Products & Services

0.00

002 300 131 102



CAC 1817470  
License # CFC 1429066

### Proposal

Name: Viera East Golf Course  
Address: 2300 Clubhouse Drive  
City: Rockledge  
Zip: 32955  
Phone: 321-639-3487  
Attn:

Date: January 26, 2022  
Job Name:  
Job Address:  
City:  
Zip:  
FAX:

Dial Duron Service Company, will furnish material and labor to:  
Install Carrier 7.5Ton Split System (38AUZD08A0B5) w/ a 4Ton Air-Handler (FB4CNP048L00) and 3.5T Air-Handler (FB4CNP042L00). Dial Duron will remove, dispose, and replace current system. All supplies and material to be supplied by Dial Duron. Any permits and inspections to be obtained by Dial Duron.

Install 30 gal. lowboy Electric Water Heater

\* Free 1yr. Maintenance Agreement (2 - visits per year) \*

Warranty: 2yr. Labor Warranty, 10 yr Parts on all major components upon registration of equipment, completed by Dial Duron upon completion of install.

All of the work above to be completed in and workmanlike manner according to standard practices for the sum of: \$ 17,500.00

Payment schedule: Due upon completion of work performed. (Financing options are available upon request)

Any alteration or deviation from above specifications involving extra cost of materials or labor will only be executed upon written orders for same, and will become an extra charge over the sum mentioned in this proposal. All agreements must be in writing.

I have authority to order the work outlined above, I agree that Dial Plumbing & Air Conditioning, Inc. retains title to equipment/materials furnished until final payment is made. If payment is not made as agreed, Seller can remove said equipment/material at Dial Plumbing & Air Conditioning, Inc. expense. Any damage resulting from said removal shall not be the responsibility of Dial Plumbing & Air Conditioning, Inc.

Submitted by: Chris Hightower

Accepted by: 

Date: 3/11/2022

This Proposal is good for 90 days.

*Bond Exp - Clubhouse Repairs*

290 Paint Street  
Rockledge, Florida  
Phone# 321-632-2663  
Fax# 321-630-2678



## TERMS AND CONDITIONS

Dial Duro Service Company ("Company", "We" or "Us") and the person(s) named on the cover page of this agreement, incorporated by reference herein, ("You" or "Customer") agree to the following Terms and Conditions:

1. Customer hereby accepts the equipment and service described above and agrees to pay the contract price set forth above. Payment in full is due from Customer upon completion of the work in all cases. By accepting the service or making a payment for all or part of the service, Customer accepts the service pursuant to these terms and conditions and the provisions of the attached work order incorporated into these Terms and Conditions by reference. Notwithstanding the foregoing, non-residential customers who have a pre-approved credit application on file with the Company prior to the date a given job has commenced shall have thirty (30) days from receipt of the applicable invoice to pay the same in full. Any deviation from these terms, including, without limitation, any financing arranged through third parties, must be agreed in writing prior to the commencement of a given job and all associated and necessary documents must be fully executed and delivered to the applicable parties before the job has commenced. For any service to be performed on multiple service calls or over a specified term, Company and Customer may mutually agree to payment by "Automatic Bank Account Debit" or "Automatic Credit Card Debit", whereby Customer authorizes Company to charge a monthly installment from Customer's bank or credit card account beginning one (1) month after the application is approved. If so agreed between Company and Customer, the automatic monthly payment will continue until a written notice of termination is received by Company. As permitted by applicable law, and to the extent applicable, upon renewal of this contract, Customer agrees that Company may change or increase the monthly installment charge and automatically debit such charge in connection with any changes to service fees. Service Agreement cancellation will be subject to Company's then current refund policy.
2. These terms and conditions of service, together with the attached service agreement and/or work order, state specific addendum, and any applicable program terms, shall constitute the entire agreement of the parties and shall not be modified except by written change order issued and signed by Company. No prior representations, inducements, promises, or agreements between the parties, whether oral or written, shall be of any force or effect whatsoever. No terms stated by Customer in accepting or acknowledging this offer or otherwise shall be binding except as expressly incorporated herein.
3. All work will be completed in a workmanlike manner according to normally accepted industry practices. Materials and work in addition to that described herein will be furnished only on Customer's authorization and will be paid by Customer as a separate charge. The pricing that Company provided to Customer does not include any costs or expenses that may be incurred in relation to the removal or disposal of any lead, asbestos, microorganisms, or any other hazardous material(s). To the extent Customer requests Company to perform such removal or disposal services and Company agrees to perform the same, such services shall be provided at an additional charge to Customer.
4. If Customer is not satisfied at any time during the twelve (12) months following the date the services are completed by Company, Company will promptly address and perform to Customer's satisfaction those issues regarding work performed by Company, or refund the service fee actually paid by Customer or remove the installed equipment and issue a refund of the purchase amount actually paid by Customer. In order to take advantage of the foregoing: (i) the entire HVAC system (the "System") is maintained annually by Company's Authorized Service Technician; (ii) all repairs recommended by Company are performed; and (iii) the product(s) have been used solely for the purpose and under the conditions for which it was designed and has not been subjected to

misuse, alteration, accident or abuse. The warranties herein and remedies for breach thereof are exclusive and conditioned upon Customer providing timely notification to Company. Such warranties and remedies are given by Company and accepted by Customer in lieu of any other remedies, warranties, and guarantees, express or implied, and in lieu of merchantability and warranty of fitness for a particular purpose. COMPANY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

The Company provides the above described limited labor warranty for all Customers. Equipment or system failure due to lack of proper maintenance service or abuse is expressly excluded. Damage, failure or breakdown resulting from malfunctions or operations caused by internet connected management systems, electronic or computerized energy management or lighting and appliance management systems, smart devices, or smart phone applications that can interface with a covered system or product is expressly excluded. Normal maintenance, filter replacements, and regular drain line maintenance are the sole responsibility of Customer. All other warranties, expressed or implied, are the responsibility of the manufacturer of the equipment, parts, or materials used in connection with the services.

5. Customer shall permit the Company reasonable access to the property on which equipment is to be installed and the services are to be performed. Title to all provided equipment remains with Company until Customer pays in full all amounts due thereon, whether such equipment

### SHVAC-DIALD TC 01/22

is affixed to the realty or not, and shall remain personal property and be deemed severable without injury to the freehold. On any payment default by Customer, or if in the Company's judgment, reasonably exercised, its equity appears to be imperiled, then, the Company may without further notice enter the premises and remove or resell the equipment, and Customer shall be liable for any deficiency or loss sustained by the Company in connection therewith.

6. Once equipment is connected at Customer's property, Customer assumes all risk of loss or damage to such equipment and shall insure same fully to protect all interests of the Company, cost of insurance to be paid by Customer.
7. Upon failure to pay any sums due hereunder, Customer agrees to pay the Company interest at the rate of 1.5% per month simple interest (but not in excess of the maximum rate permitted under applicable law) for any overdue payment and to reimburse the Company for its attorneys' fees and other costs incurred in the collection of unpaid balances. Furthermore, failure to pay in full for any work shall allow the Company to cease work on this or any other work for Customer and to post notice at all work sites without liability. In the event of non-payment, the Company, without prior notice, may remove all workmen and stored material from the project site. No credit or offset by Customer shall be permitted when service or work is refused for non-payment. All work furnished, lost profit, and costs of handling shall be due immediately upon invoice by the Company without liability to replace any equipment. Company hereby notifies Customer that persons or companies furnishing labor or materials for the construction on Customer's land may have lien rights on Customer's land and buildings if not paid. Company's waiver of any breach by Customer of any of the provisions contained herein shall not constitute a waiver of any other breach of the same or any other provision. Company's rights and remedies under any provision contained herein shall be in addition to and not in substitution or limitation of any other rights and remedies available to Company under applicable law.

8. The Company shall not be liable for any default or delay caused by any events beyond its control, including but not limited to an act of God, war, utility or communication failures, fire, flood, strikes, or accidents.

9. In situations where the Company is required to contact Customer to schedule a service, to the extent permitted by applicable law, in the event Company cannot reach Customer after two (2) reasonable attempts or is otherwise prevented by Customer from performing the Service after two (2) attempts to schedule or perform such Service, as applicable, then Customer agrees that Company shall have fulfilled its obligations as to such Service hereunder, Company shall retain all funds that Customer previously paid to Company for such Service and Company shall be relieved of any further obligations to provide the Services.

10. Notwithstanding anything to the contrary set forth herein, this contract does not cover: (a) any maintenance plan and/or extended warranty plan governed by a separate agreement between Customer and a third party; (b) existing equipment, ductwork, electrical wiring, refrigerant lines, circuit breakers, service disconnects, or other materials not installed by the Company, unless expressly agreed in writing that for an additional annual fee to cover same; (c) any maintenance to equipment that has been altered or repaired by anyone other than an authorized service technician pursuant to this Contract, including any unauthorized alterations made by Customer or any agent of Customer; (d) damage or other equipment failure due to causes beyond Company's control including, but not limited to, repairs necessary due to operator negligence, Customer's failure to maintain the equipment according to the applicable owner's manual instructions, abuse, vandalism, theft, fire, flood, wind, freezing, power failure, inadequate power supply, moisture or other unusual atmospheric conditions, acts of war or acts of nature; (e) consumable items defined as any part that is considered consumable by the manufacturer; (f) damage or failure caused by animals or insects; (g) regular maintenance, maintenance parts such as filters, lubricants, or refrigerant gases, unless specifically included in the description of the applicable service provided by Company; (h) failure and replacement caused by contamination of the sealed system such as by Green Slime, Dirty Sock Syndrome, or similar matters; (i) corrosive conditions caused by location or moisture; (j) leaks in the equipment in the evaporator, Schrader cores, condenser and/or metering device or other connections resulting from loose valves and/or loose valve caps, interconnecting fittings and/or field piping (line sets/tubing); (k) miscellaneous items such as nitrogen that are used to detect or diagnosis failures unless specifically included in the description of the applicable service; (l) alteration of the equipment to meet changes in federal, state or local codes and regulations, or repairs which require additional parts and labor to bring the equipment into working condition as a result of such government regulations; (m) manual or digital thermostats unless specifically included in the description of the applicable service and/or (n) any damage, failure or breakdown resulting from malfunctions or operations caused by internet connected management systems, electronic or computerized energy management or lighting and appliance management systems, smart devices, or smart phone applications that can interface with a covered system or product.

NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, UNDER NO CIRCUMSTANCES, WHETHER ARISING IN CONTRACT, EQUITY, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, SHALL COMPANY, ITS AGENTS, AND ITS EMPLOYEES BE RESPONSIBLE OR LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, PROPERTY DAMAGE, LOSS OF PROFIT, LOST DATA, LOSS OF OPERATING TIME OR LOSS OF, OR REDUCTION IN USE OF, ANY FACILITIES (INCLUDING EXISTING FACILITIES) OR ANY PORTION THEREOF, INCREASED EXPENSE OF OPERATION OR MAINTENANCE, OR EXPENSE OR REPLACEMENT

PRODUCTS RESULTING FROM THE BREAKDOWN OR FAILURE OF ANY EQUIPMENT OR FROM DELAYS IN OR THE INABILITY TO RENDER ANY SERVICE. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, UNDER NO CIRCUMSTANCES SHALL COMPANY BE RESPONSIBLE OR LIABLE FOR ANY LOSS, COST, OR DAMAGE ARISING FROM ANY SOURCE WHATSOEVER, INCLUDING NEGLIGENCE, IN EXCESS OF THE PRICE PAID BY CUSTOMER TO COMPANY FOR THE SERVICE WHICH GIVES RISE TO THE LOSS, COST, OR DAMAGE.

11. Customer expressly consents and permits Company to contact Customer by phone (via live operator, automated call, SMS/text message, email, web site message platforms or mail) to schedule and provide products and services associated with the purchase or service. Customer consents to receive future communications and advertising about products and services we offer via phone, SMS/text message, web site message platforms, email or mail. Customer consents and agrees that Company may provide Customer's contact information to third party partners for use in marketing related products, services and extended warranties.

12. Except as provided herein the Company makes no other representations or warranties, either express or implied, including, but not limited to, any implied warranties of merchantability or fitness for a purpose the Company expressly disclaims all other warranties. The Company's maximum liability hereunder shall consist of refunding all moneys paid to it by Customer hereunder subject to removal and return to the Company of all equipment provided hereunder. Under no circumstances will the Company be liable to Customer or any other person for any damages, including, without limitation, any indirect, incidental, ©2022 SOUTHERN HVAC® CORP. LICENSE # CAC1817470 ONE COMPANY.

special, or consequential damages, expenses, cost, profits, lost savings or earnings, lost or corrupted data, or other liability arising out of or related to this agreement, or the services or equipment provided hereunder.

13. This agreement shall be governed and construed solely according to the internal laws of the State of purchase and/or where the services are performed, without reference to any conflicts of laws.

#### Florida Addendum to Service Order

ACCORDING TO FLORIDA'S CONSTRUCTION LIEN LAW (SECTIONS 713.001-713.37, FLORIDA STATUTES), THOSE WHO WORK ON YOUR PROPERTY OR PROVIDE MATERIALS AND SERVICES AND ARE NOT PAID IN FULL HAVE A RIGHT TO ENFORCE THEIR CLAIM FOR PAYMENT AGAINST YOUR PROPERTY. THIS CLAIM IS KNOWN AS A CONSTRUCTION LIEN. IF YOUR CONTRACTOR OR A SUBCONTRACTOR FAILS TO PAY SUBCONTRACTORS, SUB-SUBCONTRACTORS, OR MATERIAL SUPPLIERS, THOSE PEOPLE WHO ARE OWED MONEY MAY LOOK TO YOUR PROPERTY FOR PAYMENT, EVEN IF YOU HAVE ALREADY PAID YOUR CONTRACTOR IN FULL. IF YOU FAIL TO PAY YOUR CONTRACTOR, YOUR CONTRACTOR MAY ALSO HAVE A LIEN ON YOUR PROPERTY. THIS MEANS IF A LIEN IS FILED YOUR PROPERTY COULD BE SOLD AGAINST YOUR WILL TO PAY FOR LABOR, MATERIALS, OR OTHER SERVICES THAT YOUR CONTRACTOR OR A SUBCONTRACTOR MAY HAVE FAILED TO PAY. TO PROTECT YOURSELF, YOU SHOULD STIPULATE IN THIS CONTRACT THAT BEFORE ANY PAYMENT IS MADE, YOUR CONTRACTOR IS REQUIRED TO PROVIDE YOU WITH A WRITTEN RELEASE OF LIEN

FROM ANY PERSON OR COMPANY THAT HAS PROVIDED TO YOU A "NOTICE TO OWNER." FLORIDA'S CONSTRUCTION LIEN LAW IS COMPLEX, AND IT IS RECOMMENDED THAT YOU CONSULT AN ATTORNEY.

#### FLORIDA HOMEOWNERS' CONSTRUCTION RECOVERY FUND

PAYMENT MAY BE AVAILABLE FROM THE FLORIDA HOMEOWNERS' CONSTRUCTION RECOVERY FUND IF YOU LOSE MONEY ON A PROJECT PERFORMED UNDER CONTRACT, WHERE THE LOSS RESULTS FROM SPECIFIED VIOLATIONS OF FLORIDA LAW BY A

LICENSED CONTRACTOR. FOR INFORMATION ABOUT THE RECOVERY FUND AND FILING A CLAIM, CONTACT THE FLORIDA CONSTRUCTION INDUSTRY LICENSING BOARD AT THE FOLLOWING TELEPHONE NUMBER AND ADDRESS:

Construction Industry Licensing Board  
1940 North Monroe Street  
Tallahassee, FL 32399-2215  
Telephone: (850) 921-6593

Any claims for construction defects are subject to the notice and cure provisions of Chapter 558, Florida Statutes.

Do not sign this home improvement contract in blank. You are entitled to a copy of the contract at the time you sign. Keep it to protect your legal rights.

CFC1429066 EC13010767. A/C HEAT • PLUMBING • ELECTRIC • ONE CALL

**REQUISITION NO. 102**

**\$7,685,000**

**Viera East Community Development District  
(Brevard County, Florida)  
Special Revenue Assessment Bonds, Series 2020**

The undersigned, an Authorized Officer of Viera East Community Development District (the "District") hereby submits the following requisition for disbursement, under and pursuant to the terms of the Amended and Restated General Special Revenue Assessment Bond Resolution of the District adopted by the District on January 25, 2012, as amended and supplemented from time to time, and particularly as supplemented by the Second Supplemental Resolution (collectively, the "Resolution") adopted by the District's Board of Supervisors on November 21, 2019 (all capitalized terms used herein shall have the meaning ascribed to such term in the Resolution):

- (A) Requisition Number: 102
- (B) Name of Payee: Viera East CDD
- (C) Address of Payee: 2300 Clubhouse Drive, Viera, FL 32955
- (D) Amount Payable: \$983.40

The Undersigned hereby certifies that this requisition is for the reimbursement of Woodside Park Supplies from the Construction and Acquisition Fund that have not previously been paid.

Attached hereto are originals of the invoice(s) from the vendor of the services rendered with respect to which disbursement is hereby requested.

**VIERA EAST COMMUNITY  
DEVELOPMENT  
DISTRICT**

By: \_\_\_\_\_  
Authorized Officer

**REQUISITION NO. 102**

**\$7,685,000**

**Viera East Community Development District  
(Brevard County, Florida)  
Special Revenue Assessment Bonds, Series 2020**

**CONSULTING ENGINEER'S APPROVAL OF 2020 PROJECT COSTS**

The undersigned Consulting Engineer hereby certifies that this disbursement is for a Cost of the 2020 Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the 2020 Project with respect to which such disbursement is being made; and, (ii) the report of the Consulting Engineer for the 2020 Project, as such report shall have been amended or modified on the date hereof. The undersigned further certifies that (a) the 2020 Project improvements to be acquired have been completed in accordance with the plans and specifications therefore; (b) the 2020 Project improvements are constructed in a sound workmanlike manner and in accordance with industry standards; (c) the purchase price to be paid by the District for the 2020 Project improvements is no more than the lesser of (i) the fair market value of such improvements and (ii) the actual cost of construction of such improvements; (d) the plans and specifications for such portion of the 2020 Project improvements have been approved by all regulatory bodies required to approve them; (e) all currently required approvals and permits for the acquisition, construction, reconstruction, installation and/or equipping of the portion of the 2020 Project for which disbursement is made have been obtained from all applicable regulatory bodies; and (f) for that portion of the 2020 Project being acquired, the seller has paid all contractors, subcontractors, and materialmen that have provided services or materials in connection with the portion of the 2020 Project for which disbursement is made hereby.

[CONSULTING ENGINEER]

---

Title: \_\_\_\_\_



## Order received

Thank you. Your order has been received.

ORDER NUMBER:

**10667**

DATE:

**February 18, 2022**

TOTAL:

**\$983.40**

PAYMENT METHOD:

**Credit card (Square)**

## Order details

Product	Total
Rubber Grass Mats × 12	\$828.00
<b>Subtotal:</b>	<b>\$828.00</b>
<b>Shipping:</b>	<b>\$155.40</b> via Flat Shipping
<b>Payment method:</b>	<b>Credit card (Square)</b>
<b>Total:</b>	<b>\$983.40</b>

How did you hear about Grassmats?:

Google Search

"Woodside Park"

GL# \_\_\_\_\_ \$

GL# \_\_\_\_\_ \$

GL# \_\_\_\_\_ \$

GL# \_\_\_\_\_ \$

Dept Head \_\_\_\_\_ GM \_\_\_\_\_



**MATS**  
USA

## Quick Links

- [Terms & Conditions](#)
- [Delivery Information](#)
- [Warranty Information](#)
- [Accreditation](#)
- [Installation Guides](#)
- [Privacy Policy](#)
- [Contact](#)

Email Us at:

**[sales@grassmatsusa.com](mailto:sales@grassmatsusa.com)**

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[Installation Guides](#)   [Privacy Policy](#)   [Contact](#)



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**REQUISITION NO. 103**

**\$7,685,000**

**Viera East Community Development District  
(Brevard County, Florida)  
Special Revenue Assessment Bonds, Series 2020**

The undersigned, an Authorized Officer of Viera East Community Development District (the "District") hereby submits the following requisition for disbursement, under and pursuant to the terms of the Amended and Restated General Special Revenue Assessment Bond Resolution of the District adopted by the District on January 25, 2012, as amended and supplemented from time to time, and particularly as supplemented by the Second Supplemental Resolution (collectively, the "Resolution") adopted by the District's Board of Supervisors on November 21, 2019 (all capitalized terms used herein shall have the meaning ascribed to such term in the Resolution):

- (A) Requisition Number: 103
- (B) Name of Payee: Viera East CDD
- (C) Address of Payee: 2300 Clubhouse Drive, Viera, FL 32955
- (D) Amount Payable: \$748.99

The Undersigned hereby certifies that this requisition is for the reimbursement of Woodside Park Supplies from the Construction and Acquisition Fund that have not previously been paid.

Attached hereto are originals of the invoice(s) from the vendor of the services rendered with respect to which disbursement is hereby requested.

**VIERA EAST COMMUNITY  
DEVELOPMENT  
DISTRICT**

By: \_\_\_\_\_  
Authorized Officer

**REQUISITION NO. 103**

**\$7,685,000**

**Viera East Community Development District  
(Brevard County, Florida)  
Special Revenue Assessment Bonds, Series 2020**

**CONSULTING ENGINEER'S APPROVAL OF 2020 PROJECT COSTS**

The undersigned Consulting Engineer hereby certifies that this disbursement is for a Cost of the 2020 Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the 2020 Project with respect to which such disbursement is being made; and, (ii) the report of the Consulting Engineer for the 2020 Project, as such report shall have been amended or modified on the date hereof. The undersigned further certifies that (a) the 2020 Project improvements to be acquired have been completed in accordance with the plans and specifications therefore; (b) the 2020 Project improvements are constructed in a sound workmanlike manner and in accordance with industry standards; (c) the purchase price to be paid by the District for the 2020 Project improvements is no more than the lesser of (i) the fair market value of such improvements and (ii) the actual cost of construction of such improvements; (d) the plans and specifications for such portion of the 2020 Project improvements have been approved by all regulatory bodies required to approve them; (e) all currently required approvals and permits for the acquisition, construction, reconstruction, installation and/or equipping of the portion of the 2020 Project for which disbursement is made have been obtained from all applicable regulatory bodies; and (f) for that portion of the 2020 Project being acquired, the seller has paid all contractors, subcontractors, and materialmen that have provided services or materials in connection with the portion of the 2020 Project for which disbursement is made hereby.

[CONSULTING ENGINEER]

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Title: \_\_\_\_\_



# COSTCO WHOLESALE

Melbourne #1450

4305 Pineda Causeway  
Melbourne, FL 32940

OT Member 111934362983

1432236 6X5 SHED 699.99 A

SUBTOTAL 699.99

TAX 49.00

\*\*\*\* TOTAL 748.99

XXXXXXXXXXXX2244

CHIP Read

AID: A0000000031010

Seq# 201338 App#: 08646G

Visa Resp: APPROVED

Tran ID#: 20910021338....

Merchant ID: 991450

APPROVED - Purchase

AMOUNT: \$748.99

04/01/2022 14:04 1450 201 91 201

Visa 748.99  
CHANGE 0.00

A 7.00% TAX RATE 49.00

TOTAL TAX 49.00

TOTAL NUMBER OF ITEMS SOLD = 1

04/01/2022 14:04 1450 201 91 201



21145020100912204011404

OP#: 201 Name: SCO Operator

Thank You!

Please Come Again

Whse:1450 Trn:201 Trn:91 OP:201

Items Sold: 1

OT 04/01/2022 14:04

*P-CARD*

*Post-Bond Expense*

**REQUISITION NO. 104**

**\$7,685,000**

**Viera East Community Development District  
(Brevard County, Florida)  
Special Revenue Assessment Bonds, Series 2020**

The undersigned, an Authorized Officer of Viera East Community Development District (the "District") hereby submits the following requisition for disbursement, under and pursuant to the terms of the Amended and Restated General Special Revenue Assessment Bond Resolution of the District adopted by the District on January 25, 2012, as amended and supplemented from time to time, and particularly as supplemented by the Second Supplemental Resolution (collectively, the "Resolution") adopted by the District's Board of Supervisors on November 21, 2019 (all capitalized terms used herein shall have the meaning ascribed to such term in the Resolution):

- (A) Requisition Number: 104
- (B) Name of Payee: Viera East CDD
- (C) Address of Payee: 2300 Clubhouse Drive, Viera, FL 32955
- (D) Amount Payable: \$134,370

The Undersigned hereby certifies that this requisition is for the reimbursement 10% Deposit and 35% of Project from the Construction and Acquisition Fund that have not previously been paid.

Attached hereto are originals of the invoice(s) from the vendor of the services rendered with respect to which disbursement is hereby requested.

**VIERA EAST COMMUNITY  
DEVELOPMENT  
DISTRICT**

By: \_\_\_\_\_  
Authorized Officer

**REQUISITION NO. 104**

**\$7,685,000**

**Viera East Community Development District  
(Brevard County, Florida)  
Special Revenue Assessment Bonds, Series 2020**

**CONSULTING ENGINEER'S APPROVAL OF 2020 PROJECT COSTS**

The undersigned Consulting Engineer hereby certifies that this disbursement is for a Cost of the 2020 Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the 2020 Project with respect to which such disbursement is being made; and, (ii) the report of the Consulting Engineer for the 2020 Project, as such report shall have been amended or modified on the date hereof. The undersigned further certifies that (a) the 2020 Project improvements to be acquired have been completed in accordance with the plans and specifications therefore; (b) the 2020 Project improvements are constructed in a sound workmanlike manner and in accordance with industry standards; (c) the purchase price to be paid by the District for the 2020 Project improvements is no more than the lesser of (i) the fair market value of such improvements and (ii) the actual cost of construction of such improvements; (d) the plans and specifications for such portion of the 2020 Project improvements have been approved by all regulatory bodies required to approve them; (e) all currently required approvals and permits for the acquisition, construction, reconstruction, installation and/or equipping of the portion of the 2020 Project for which disbursement is made have been obtained from all applicable regulatory bodies; and (f) for that portion of the 2020 Project being acquired, the seller has paid all contractors, subcontractors, and materialmen that have provided services or materials in connection with the portion of the 2020 Project for which disbursement is made hereby.

[CONSULTING ENGINEER]

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Title: \_\_\_\_\_

DRAFT

# AIA<sup>®</sup> Document A105™ – 2017

## Standard Short Form of Agreement Between Owner and Contractor

This "Agreement" made as of the «    » day of «May» in the year «2022»  
(In words, indicate day, month and year.)

BETWEEN the "Owner":

(Name, legal status, address and other information)

«Viera East Community Development District»«, a Florida community development district»

«Attention: Jason Showe, District Manager»

«Governmental Management Services, Central Florida

219 East Livingston Street

Orlando, Florida 32801»

«Phone: (407) 841-5524

Email: jshowe@gmscfl.com»

### ADDITIONS AND DELETIONS:

The author of this document has added information

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reviewed.

and the "Contractor":

(Name, legal status, address and other information)

«Macik Builders, LLC»«, a Florida limited liability company»

«Attention: Joseph J. Macik, President»

«1263 Rockledge Boulevard

Rockledge, Florida 32955»

«Phone: (321) 636-5500

Email:           »

This document has important legal consequences. Consultation with an attorney is encouraged with etion

for the following "Project":

(Name, location and detailed description)

«Viera East Golf Club»

«2300 Clubhouse Drive, Rockledge, Florida 32955»

«Re-roof of building, including new vinyl soffit on three-foot (3-foot) overhang, new aluminum fascia, new seven-inch (7-inch) seamless "K-Style" gutters, and repair of rotted hardie siding, and stucco entire exterior, including ceiling in breezeway and portico.»

The "Architect":

(Name, legal status, address and other information)

«Not applicable.»« »

« »

« »

« »

The Owner and Contractor agree as follows.

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1	THE CONTRACT DOCUMENTS
2	DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
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15	MISCELLANEOUS PROVISIONS
16	TERMINATION OF THE CONTRACT
17	OTHER TERMS AND CONDITIONS

DRAFT

### ARTICLE 1 THE CONTRACT DOCUMENTS

The Contractor shall complete the Work described in the Contract Documents for the Project. The “**Contract Documents**” consist of

- .1 this Agreement signed by the Owner and Contractor;
- .2 the “**Drawings and Specifications**”, and enumerated as follows:

#### Drawings:

Number	Title	Date

#### Specifications:

Section	Title	Pages

- .3 addenda prepared by the Architect as follows:

Number	Date	Pages

- .4 written orders for changes in the Work, pursuant to Article 10, issued after execution of this Agreement; and
- .5 other documents, if any, identified as follows:

«**Exhibit A – Scope of Work**»

In the event of any conflict between the terms of this Agreement and the terms of the Exhibits, the terms of this Agreement shall prevail.

ARTICLE 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 2.1 The “**Contract Time**” is the number of calendar days available to the Contractor to substantially complete the Work.

§ 2.2 Date of Commencement:

Unless otherwise set forth below, the “**Date of Commencement**” shall be:

*(Insert the date of commencement if other than the date of this Agreement.)*

«The last to occur of the following: final execution of this Agreement, issuance of a notice to proceed by the Owner, recordation of a notice of commencement in the official records of the County in which the Project is located, and issuance of the required construction permits. The Contractor shall verify that a notice of commencement has been recorded in the official records of the County in which the Project is located and a certified copy thereof or a notarized statement that the notice of commencement has been filed for recording along with a copy thereof is posted at the Project site, each in accordance with Section 713.13(1), Florida Statutes, prior to commencing work at the Project site.»

§ 2.3 Substantial Completion:

Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion, as defined in Section 12.5, of the entire Work (the “**Substantial Completion Deadline**”):  
*(Check the appropriate box and complete the necessary information.)*

[ ☐ ] Not later than ☐ ( ☐ ) calendar days from the date of commencement.

[ ☐ ] By the following date: ☐

§ 2.4 Liquidated Damages:

~~The Contractor acknowledges that the Owner will suffer damages if the entire Work is not substantially complete by the Substantial Completion Deadline, as the Substantial Completion Deadline may be adjusted in accordance with the terms of this Agreement. The specific damages for delay in completion of the entire Work by the Substantial Completion Deadline are difficult to determine at this time, but the parties agree that the liquidated amount specified in this Section represents a reasonable estimate of the damages the Owner will incur for each day of delay beyond the Substantial Completion Deadline, and bears a reasonable relationship to the Owner's risk of loss due to the Contractor's failure to meet each Substantial Completion Deadline. Accordingly, as liquidated damages, and not as a penalty, the Contractor shall pay to the Owner  Dollars (\$  ) for each calendar day that Substantial Completion of the entire Work is delayed beyond the Substantial Completion Deadline. The Owner may deduct liquidated damages prescribed in this Section 2.4 from any unpaid amounts then or thereafter due the Contractor under this Agreement and any liquidated damages not so deducted shall be payable to the Owner by the Contractor upon demand by the Owner plus interest from the date of demand at the rate specified in Section 4.2 of this Agreement. It is further mutually understood and agreed that while the Owner's assessment of liquidated damages is the Owner's sole remedy for delays, it is intended to compensate the Owner solely for the Contractor's failure to complete the Work in the Contract Time and shall not release the Contractor from liability from any other breach of Contract Document requirements. If the liquidated damages set forth herein are determined by a court of competent jurisdiction or duly empaneled arbitrator(s) to be unenforceable, the Owner instead shall be entitled to recover those actual delay damages that it sustained as a result of the Contractor's failure to timely achieve Substantial Completion for the entire Work and each portion of the Work by the Substantial Completion Deadline. The Owner's right to liquidated damages hereunder is self-executing and no prior notice or Claim by the Owner is required as a condition~~

~~precedent to the Owner's right to offset liquidated damages from amounts otherwise due the Contractor or to otherwise pursue recovery of liquidated damages. If the Contractor disputes any liquidated damages to which the Owner asserts it is entitled, the Contractor may make a Claim in accordance with the terms of the Contract Documents.~~

#### ARTICLE 3 CONTRACT SUM

§ 3.1 The "**Contract Sum**" shall include all items and services necessary for the proper execution and completion of the Work. Subject to additions and deductions in accordance with Article 10, the Contract Sum is:

«Two Hundred Ninety-Eight Thousand Six Hundred and No/100 Dollars» (\$298,600.00)»

§ 3.2 For purposes of payment, the Contract Sum includes the following values related to portions of the Work:  
(Itemize the Contract Sum among the major portions of the Work.)

Portion of the Work	Value

§ 3.3 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and hereby accepted by the Owner:  
(Identify the accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

«None.»

§ 3.4 Allowances, if any, included in the Contract Sum are as follows:  
(Identify each allowance.)

Item	Price
None.	

§ 3.5 Unit prices, if any, are as follows:  
(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
None.		

#### ARTICLE 4 PAYMENTS

§ 4.1 Based on Contractor's Applications for Payment, along with the required supporting documentation and information, delivered by the Contractor to the Owner and approved by the Owner, the Owner shall pay the Contractor, in accordance with Article 12, as follows:

(Insert below timing for payments and provisions for withholding retainage, if any.)

«(i) a ten-percent (10%) deposit (29,680.00) upon signing this Agreement, (ii) thirty-five percent (35%) (\$104,510.00) at the time of Contractor's ordering of materials, (iii) thirty percent (30%) (89,580.00) upon roof completion, (iv) twenty percent (20%) (\$59,720.00) upon stucco completion, and (v) five percent (5%) (\$14,930.00) upon Substantial Completion. Payment shall be made by Owner within [REDACTED] days of Owner's receipt of an Application for Payment, along with all required supporting documentation and information. All payments shall be subject to retainage of [REDACTED] until the conditions to final payment are satisfied.»

§ 4.1.1 Progress Payments. In addition to all other requirements of the Contract Documents, with each Application for Payment submitted in accordance with Section 12.2, the Contractor shall submit, all in form and substance reasonably satisfactory to the Owner: (i) duly executed and notarized unconditional waivers of releases of liens in statutory form through the end of the most recent prior pay period for which payment has been made to or for the benefit of the Contractor from the Contractor and all Lienors (as defined in Chapter 713, Florida Statutes); and (ii) duly- executed and notarized conditional waivers releases of liens in statutory form through the end of the current period for which the Contractor seeks payment from the Contractor and all Lienors.



§ 4.1.2 Final Payment. Final payment, constituting retainage withheld from progress payments as provided in Section 4.1 and not otherwise subject to withholding or set-off by the Owner, shall be made to the Contractor within thirty (30) days after:

- .1 the entire Work is one-hundred percent (100%) complete to the Owner's satisfaction, including all punch list items, and the Contractor otherwise has fully performed the Contract except only the Contractor's responsibility to correct Work as provided in Section 14.2;
- .2 the Contractor has delivered to the Owner, the Contractor's as-built set of Drawings and Specifications showing all changes made to such Drawings and Specifications during the course of construction of the Work and all warranty and guaranty documents; and
- .3 the Contractor has delivered to the Owner (a) a final Application for Payment, (b) a duly-executed and notarized Contractor's Final Payment Affidavit in statutory form, (c) duly executed and notarized final waivers and releases of lien in statutory form from the Contractor and all Lienors, and (d) any and all other items required by the Contract Documents.

§ 4.2 Payments shall be due within the later of: (a) thirty (30) days after the Owner's receipt of a properly completed Application for Payment together with all required supporting documentation and information, or (b) the date that the Contractor achieves the milestone for which such Application for Payment is made. Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate below, or in the absence thereof, at the legal rate prevailing at the place of the Project.

*(Insert rate of interest agreed upon, if any.)*

«Six Percent (6%)» «per annum»

## ARTICLE 5 INSURANCE

§ 5.1 The Contractor shall, and shall cause its Subcontractors to, purchase and maintain insurance of the following types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in this Section 5.1 or elsewhere in the Contract Documents, until the expiration of the period for correction of Work as set forth in Section 14.2 or such longer period as specified below, subject to the terms and conditions set forth in this Section 5.1:

§ 5.1.1 Commercial General Liability insurance for the Project, written on an occurrence form, with policy limits of not less than «One Million Dollars» (\$ «1,000,000») each occurrence, «Two Million Dollars» (\$ «2,000,000») general aggregate, and «One Million Dollars» (\$ «1,000,000») aggregate for products-completed operations hazard, INCLUDING, without limitation, coverage for damages because of BODILY INJURY, including disease, illness and death, PROPERTY DAMAGE, FIRE LEGAL LIABILITY, INDEPENDENT CONTRACTORS LIABILITY COVERAGE, PREMISES/OPERATIONS, POLLUTION (provided that policies that exclude pollution coverage shall be accepted provided, further, that such policies include Endorsement CG 21 65 or CG 21 55, or their equivalent), CONTRACTUAL LIABILITY insuring the Contractor's indemnification obligations under the Contract and including the tort liability of another assumed in a business contract) and PERSONAL AND ADVERTISING INJURY. This insurance shall include, without limitation, coverage for the PRODUCTS/COMPLETED OPERATIONS HAZARD. The COMMERCIAL GENERAL LIABILITY INSURANCE COVERAGE shall also comply with the following terms: (a) no modification of the ISO standard "insured contract" exception to the contractual liability exclusion; (b) no exclusion or limitation of coverage for injury to employees or independent contractors other than that contained in the standard coverage ISO form; (c) no deletion of or modification to the subcontractor exception to the "damage to your work" exclusion; and (d) no modification to the ISO standard "occurrence" definition. Furthermore, without limitation, the COMMERCIAL GENERAL LIABILITY INSURANCE COVERAGE shall not exclude coverage for the following: (i) Claims by one insured against another insured, if the exclusion or restriction is based solely on the fact that the claimant is an insured, and there would otherwise be coverage for the claim; (ii) cross lawsuits and cross claims; (iii) explosion, collapse and underground hazards; (iv) conditions on coverage based on any insured's compliance with risk transfer mechanisms through insurance, indemnity clauses, or otherwise; (v) Claims for property damage to the Contractor's Work arising out of the products-completed operations hazard where the damaged Work or the Work out of which the damage arises was performed by a Subcontractor; (vi) Claims for bodily injury other than to employees of the insured; Claims for indemnity under Section 8.12 of the Agreement arising out of injury to employees of the insured; (vii) Claims or loss excluded under a prior work endorsement or other similar exclusionary language; (viii) Claims or loss due to physical damage under a prior injury endorsement or similar exclusionary language.



§ 5.1.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Contractor, with policy limits of not less than «One Million Dollars» (\$ «1,000,000» ) per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance, and use of those motor vehicles along with any other statutorily required automobile coverage.

§ 5.1.3 The Contractor may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided that such primary and excess or umbrella insurance policies result in the same or greater coverage as those required under Section 5.1.1 and 5.1.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 5.1.4 Workers' Compensation at statutory limits.

§ 5.1.5 Employers' Liability with policy limits not less than «One Million Dollars» (\$ «1,000,000» ) each accident, «One Million Dollars» (\$ «1,000,000» ) each employee, and «One Million Dollars» (\$ «1,000,000» ) policy limit.

§ 5.1.6 If the Contractor is required to furnish professional services as part of the Work (including the stamping by a professional engineer or the submission of working drawings), the Contractor shall procure Professional Liability insurance on a claims-made basis covering performance of the professional services, with policy limits of not less Five Hundred Thousand Dollars (\$500,000) per claim and One Million Dollars (\$1,000,000) in the aggregate, which insurance shall be retroactive to the date when such professional services were first performed and shall be maintained until the applicable statute of repose in the State in which the Project is located.

§ 5.1.7 If the Work involves the transport, dissemination, use, or release of pollutants, the Contractor shall procure Pollution Liability insurance, with policy limits of not less Five Hundred Thousand Dollars (\$500,000) per claim and One Million Dollars (\$1,000,000) in the aggregate. Coverage under Sections 5.1.6 and 5.1.7 may be procured through a Combined Professional Liability and Pollution Liability insurance policy, with combined policy limits of not less than One Million Dollars (\$1,000,000) per claim and Two Million Dollars (\$2,000,000) in the aggregate.

#### § 5.1.8 Other Insurance Requirements

§ 5.1.8.1 The limits of insurance provided by the Contractor shall be the greater of the limits maintained in the normal course of the Contractor's business or the minimum limits specified above. The limits of insurance stated above for each type of insurance are minimum limits only; in the event the Contractor's policy provides greater limits, then the additional insureds shall be entitled to, or to share in, the full limits of such policy, and this Agreement shall be deemed to require such full limits. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment, and, with respect to the Contractor's completed operations coverage, until the expiration of the applicable statute of repose in the jurisdiction where the Project is located. If the Contractor fails to purchase and maintain any insurance required by the Contract Documents, the Owner may but shall not be obligated to, upon three (3) days prior written notice to the Contractor, purchase such insurance on behalf of the Contractor and shall be entitled to be reimbursed by the Contractor upon demand.

§ 5.1.8.2 The Contractor shall disclose to the Owner any deductible or self-insured retentions applicable to any insurance required to be provided by the Contractor. The deductible or self-insured retention for the Contractor's policies shall not exceed \$25,000 and the Contractor shall be responsible for the payment of any such deductibles or self-insured retentions. The coverage afforded to the additional insureds under the policies required of the Contractor shall not be conditioned on the payment of any deductible or self-insured retention.

§ 5.1.8.3 To the fullest extent permitted by law, the Contractor shall cause all liability coverage to include the Indemnitees as additional insureds. The additional insured coverage shall be primary and non-contributory to any of the Indemnitees' insurance policies and shall apply to both ongoing and completed operations. To the extent commercially available, the additional insured coverage shall be no less than that provided by Insurance Services Office, Inc. (ISO) forms CG 20 10 07 04, CG 20 37 07 04. The amount of the insurance liability under this

insurance policy shall not be reduced by the existence of other insurance. If the additional insureds have other insurance that is applicable to the loss, such other insurance shall be on an excess or contingent basis. The coverage provided to the additional insureds must be at least as broad as that provided to the first named insured on each policy. The additional insured endorsement must include coverage for any liability arising out of any operations, including Products and Completed Operations, with no exclusions or restrictions to on-going operations. In the event that any policy provided in compliance with the Contract states that the coverage provided to an additional insured shall be no broader than that required by contract, or words of similar meaning, the parties agree that nothing in this Contract is intended to restrict or limit the breadth of such coverage. The Contractor and its insurance carriers waive, release, and shall not exercise any right of recovery or subrogation for any claim, damage, or loss covered or insured by any insurance policy required under the Contract Documents, that the Contractor or its insurers may have at any time against the Indemnitees.

#### § 5.1.9 Other Insurance Provided by the Contractor

*(List below any other insurance coverage to be provided by the Contractor and any applicable limits.)*

Coverage	Limits
N/A	N/A

§ 5.2 The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance. The Owner shall purchase and maintain, from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located, property insurance written on a builder's risk "all-risks" completed value or equivalent policy form and sufficient to cover the total value of the entire Project on a replacement cost basis. The Owner's property insurance coverage shall be no less than the amount of the initial Contract Sum, plus the value of subsequent Modifications and labor performed or materials or equipment supplied by others. The property insurance shall be maintained until final payment to the Contractor hereunder. This insurance shall include the interests of the Owner, Contractor, subcontractors, and sub-subcontractors in the Project as insureds. This insurance shall include the interests of mortgagees, if any, as loss payees. Notwithstanding the foregoing, this coverage shall not extend to any of Contractor's, subcontractor's or sub-subcontractor's vehicles, mobile equipment, or tools and shall not respond or provide coverage for the loss of use of these items. The Contractor shall make its own arrangements for any insurance it may require on such vehicles, mobile equipment, tools and other items. Any such policy obtained by the Contractor under this Section 5.2 shall include a waiver of subrogation in accordance with the requirements of Section 5.5. The Contractor is entitled to receive an increase in the Contract Sum equal to the insurance proceeds related to a loss for damage to the Work covered by the Owner's property insurance. If the insurance required by this Section 5.2 is subject to deductibles or self-insured retentions, the Owner shall be responsible for all loss not covered because of such deductibles or retentions unless such loss is caused by the Contractor or those for whom the Contractor is responsible.

§ 5.3 The Contractor shall obtain an endorsement to its Commercial General Liability insurance policy to provide coverage for the Contractor's obligations under Section 8.12.

§ 5.4 Prior to commencement of the Work, the Owner shall provide certificates of insurance showing its insurance coverage required by this Agreement. Prior to commencement of the Work and thereafter, at the time of renewal of any of the required policies, the Contractor shall deliver to the Owner certificates of insurance and additional insured endorsements evidencing compliance with the requirements in the Contract. The certificates and the insurance policies required by this Contract shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the applicable statute of repose. In no event shall any failure of the Owner to receive evidence of insurance required or to demand receipt of such evidence of insurance prior to the Contractor's commencement of the Work be construed as a waiver by the Owner of the Contractor's obligations to obtain insurance pursuant to this Contract. The obligation to procure and maintain insurance required by this Contract is a separate responsibility of the Contractor and independent of its duty to furnish a certified copy or certificate of such insurance policies.

§ 5.5 Unless specifically precluded by the Owner's property insurance policy, the Owner and Contractor waive all rights against each other and any of their subcontractors, suppliers, agents, and employees, each of the other, for

damages caused by fire or other causes of loss to the extent those losses are covered by property insurance applicable to the Project, except such rights as they have to the proceeds of such insurance.

## ARTICLE 6 GENERAL PROVISIONS

### § 6.1 The Contract

The Contract Documents form the “**Contract**”. The Contract represents the entire and integrated agreement between the parties and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a written modification in accordance with Article 10. Other than the rights afforded to the Indemnitees, the Contract Documents shall not be construed to confer upon third parties rights of any kind.

### § 6.2 The Work

The term “**Work**” means the design, construction and services required by the Contract Documents, and includes all other labor, materials, equipment, and services provided, or to be provided, by the Contractor to fulfill the Contractor’s obligations.

### § 6.3 Intent

The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all.

### § 6.4 Intentionally Deleted

### § 6.5 Notice

Any notice pursuant to this Agreement shall be given in writing by (a) personal delivery, (b) reputable overnight delivery service with proof of delivery, or (c) email transmission, sent to the intended addressee at the address set forth in the Agreement, or to such other address or to the attention of such other person as the addressee shall have designated by written notice sent in accordance herewith, and shall be deemed to have been given upon receipt or refusal to accept delivery, or, in the case of email transmission, as of the date of the email transmission, provided that a copy of such email is sent on the same day to the intended addressee by means described in clauses (a) or (b) above.

## ARTICLE 7 OWNER

### § 7.1 Information and Services Required of the Owner

§ 7.1.1 If requested by the Contractor, the Owner shall furnish all necessary surveys and a legal description of the site.

§ 7.1.2 Except for permits and fees under Section 8.7.1 that are the responsibility of the Contractor, the Owner shall obtain and pay for other necessary approvals, easements, assessments, and charges.

§ 7.1.3 Prior to the date of this Agreement, the Contractor confirmed to its satisfaction that the Owner has made financial arrangements to fulfill the Owner’s obligations under the Contract.

### § 7.2 Owner’s Right to Stop the Work

If the Contractor fails to correct Work which is not in accordance with the Contract Documents, the Owner may direct the Contractor in writing to stop the Work until the correction is made.

### § 7.3 Owner’s Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a seven-day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies, correct such deficiencies. In such case, the Owner may withhold payment in whole or in part and/or the Owner may deduct from payments then or thereafter due the Contractor, to the extent reasonably necessary to reimburse the Owner for the cost of correction, provided the actions of the Owner and amounts charged to the Contractor were approved by the Owner. If current and future payments are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner.

#### § 7.4 Owner's Right to Perform Construction and to Award Separate Contracts

§ 7.4.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project.

§ 7.4.2 The Contractor shall coordinate and cooperate with the Owner's own forces and separate contractors employed by the Owner.

§ 7.5 The Owner's rights in this Article 7 and elsewhere in the Contract Documents are cumulative and not in limitation of any of the Owner's rights granted in the Contract Documents, at law, or in equity. Notwithstanding any of the rights and authority granted to the Owner in the Contract Documents, in no event shall the Owner be responsible for or have control over construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work.

### ARTICLE 8 CONTRACTOR

#### § 8.1 Review of Contract Documents and Field Conditions by Contractor

§ 8.1.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents.

§ 8.1.2 The Contractor shall carefully study and compare the Contract Documents with each other and with information furnished by the Owner. Before commencing activities, the Contractor shall (1) take field measurements and verify field conditions; (2) carefully compare this and other information known to the Contractor with the Contract Documents; and (3) promptly report errors, inconsistencies, or omissions discovered to the Owner.

#### § 8.2 Contractor's Construction Schedule

The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner's information a Contractor's construction schedule for the Work.

#### § 8.3 Supervision and Construction Procedures

§ 8.3.1 The Contractor shall supervise and direct the Work using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work.

§ 8.3.2 The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner, the names of subcontractors or suppliers for each portion of the Work. The Contractor shall not contract with any subcontractor or supplier to whom the Owner has made a timely and reasonable objection. Contracts between the Contractor and subcontractors shall require each subcontractor, to the extent of the Work to be performed by the subcontractor, to be bound to the Contractor by the terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the subcontractor's work, which the Contractor, by the Contract Documents, assumes toward the Owner. All subcontracts shall specifically provide that the Owner is an intended third-party beneficiary of such subcontract.

#### § 8.4 Labor and Materials

§ 8.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work.

§ 8.4.2 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract Work. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

#### § 8.5 Warranty

The Contractor warrants to the Owner that: (1) materials and equipment furnished under the Contract will be new and of good quality unless otherwise required or permitted by the Contract Documents; (2) the Work will be free from defects not inherent in the quality required or permitted; and (3) the Work will conform to the requirements of the Contract Documents. Any material or equipment warranties required by the Contract Documents shall be issued

in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 12.5. The Contractor shall perform the Work in such a manner so as to preserve all such warranties.

#### § 8.6 Taxes

The Contractor shall pay sales, consumer, use, and similar taxes that are legally required when the Contract is executed.

#### § 8.7 Permits, Fees and Notices

§ 8.7.1 The Contractor shall obtain and pay for the building permit and other permits and governmental fees, licenses, and inspections necessary for proper execution and completion of the Work.

§ 8.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to the performance of the Work (“**Applicable Laws**”). If the Contractor performs Work knowing it to be contrary to Applicable Laws, the Contractor shall assume full responsibility for such Work and shall bear the attributable costs, fines and penalties. The Contractor shall promptly notify the Owner in writing of any known inconsistencies in the Contract Documents with such Applicable Laws.

#### § 8.8 Submittals

The Contractor shall promptly review, approve in writing, and submit to the Owner shop drawings, product data, samples, and similar submittals required by the Contract Documents. Shop drawings, product data, samples, and similar submittals are not Contract Documents.

#### § 8.9 Use of Site

The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits, the Contract Documents, and the Owner.

#### § 8.10 Cutting and Patching

The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly.

#### § 8.11 Cleaning Up

The Contractor shall keep the premises and surrounding area free from accumulation of debris and trash related to the Work. At the completion of the Work, the Contractor shall remove its tools, construction equipment, machinery, and surplus material; and shall properly dispose of waste materials.

#### § 8.12 Indemnification

§ 8.12.1 To the fullest extent permitted by law, the Contractor shall indemnify, defend and hold harmless the Owner and the officers, directors, shareholders, members, managers, partners, agents and employees of any of the Owner (collectively, the “**Indemnitees**”), from and against claims, damages, losses and expenses, including but not limited to attorneys’ fees, arising out of or resulting from performance of the Work (each, an “**Indemnity Claim**” and, collectively, “**Indemnity Claims**”), provided that such Indemnity Claim is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. For the avoidance of doubt, even an Indemnitee is found to have caused a portion of an Indemnity Claim, the Contractor still will be liable for indemnifying, defending and holding the Indemnitees harmless from and against that portion of the indemnity claim caused by the Contractor or any of the Contractor’s subcontractors, sub-subcontractors, materialmen, or agents of any tier or their respective employees. The Contractor’s indemnity obligations shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to an Indemnitee. The Owner and the Contractor acknowledge and agree that Section 725.06, Florida Statutes, does not require a monetary limitation on the amount of the indemnification obligations of this Section 8.12. If, notwithstanding this agreement, a monetary limitation on the extent of indemnification is deemed necessary to enforce any indemnification provision, the specifications for the Project shall be deemed to include a monetary limitation on the extent of the indemnification required by said provision shall be the greater of Two Million Dollars (\$2,000,000) or the dollar amount of the sum of the aggregate limits of the Contractor’s insurance policies required to be maintained by the Contractor that are applicable to the



indemnity claims. The parties agree that the indemnity provided herein bears a reasonable commercial relationship to the Agreement and is incorporated by this reference into the Project specifications and bid documents, if any. In claims against any Indemnitee by an employee of the Contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under Section 8.12 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

§ 8.12.2 Provided that the Owner has satisfied its payment obligations hereunder: (a) the Contractor shall defend, indemnify and hold the Owner harmless against any liens or claims of lien arising out of or related to the Work and shall pay any judgment or lien resulting from any such actions, lawsuits, or proceedings and (b) if any lien or liens are claimed on the Owner's or any other person's or entity's property by any person or entity as a result of the Work, the Contractor shall cause the lien or liens to be satisfied or transferred to other security in accordance with Section 713.24, Florida Statutes. If the Contractor fails to do so within ten (10) days after receiving notice of such lien or claim of lien, the Owner may take such action as it deems advisable to protect itself from such lien or claim of lien and the Contractor shall pay to the Owner the amounts incurred by the Owner, including reasonable attorneys' fees in taking such protective action.

## ARTICLE 9 INTENTIONALLY DELETED

§ 9.1 Intentionally deleted.

§ 9.2 Intentionally deleted.

§ 9.3 Intentionally deleted.

§ 9.4 Intentionally deleted.

§ 9.5 Intentionally deleted.

§ 9.6 Intentionally deleted.

§ 9.7 Intentionally deleted.

§ 9.8 Intentionally deleted.

§ 9.9 Intentionally deleted.

## ARTICLE 10 CHANGES IN THE WORK

§ 10.1 The Owner, without invalidating the Contract, may order changes in the Work within the general scope of the Contract, consisting of additions, deletions or other revisions, and, unless such change is of a minor nature and does not involve an adjustment of the Contract Sum or the Contract Time, the Contract Sum and Contract Time shall be adjusted accordingly, in writing. If the Owner and Contractor cannot agree to a change in the Contract Sum, the Owner shall pay the Contractor its actual direct costs necessarily incurred as a result of the change plus reasonable overhead and profit thereon not to exceed **fifteen percent (15%) in the aggregate**. Except as permitted in this Article 10, a change in the Contract Sum or Contract Time shall be accomplished only by a Change Order. Accordingly, no course of conduct or dealings between the parties, nor express or implied acceptance of alterations or additions to the Work, and no claim that Owner has been unjustly enriched by any alteration of or addition to the Work, whether or not there is, in fact, any unjust enrichment to the Work, shall be a basis of any claim to an increase in any amounts due under the Contract Documents or a change in any time period provided in the Contract Documents. Agreement on any Change Order shall constitute a final settlement of all matters relating to the change in the Work that is the subject of the Change Order, including all direct and indirect costs associated with such change and any and all adjustments to the Contract Sum and the Contract Time.

§ 10.2 The Owner may authorize or order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Such authorization or order shall be in writing and shall be binding on the Owner and Contractor. The Contractor shall proceed with such minor changes promptly.

§ 10.3 If concealed or unknown physical conditions are encountered at the site that differ materially from those indicated in the Contract Documents or from those conditions ordinarily found to exist, the Contract Sum and Contract Time shall be subject to equitable adjustment.

## ARTICLE 11 TIME

§ 11.1 Time limits stated in the Contract Documents are of the essence of the Contract.

§ 11.2 If the Contractor is delayed at any time in progress of the Work by changes ordered in the Work, or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, or other causes beyond the Contractor's control that the Owner determines justifies delay, then the Contract Time shall be subject to equitable adjustment to the extent such delay will prevent the Contractor from achieving Substantial Completion within the Contract Time. The Contractor further acknowledges and agrees that adjustments in the Contract Time will be permitted for a delay only to the extent such delay (i) is not caused, or could not have been anticipated, by the Contractor, (ii) could not be limited or avoided by the Contractor's timely notice to the Owner of the delay or reasonable likelihood that the delay will occur, (iii) delays the critical path of the Work and is of a duration not less than one (1) day, and (iv) written notice is provided to the Owner in writing within five (5) working days after commencement of each such delay. To the extent Contractor is entitled under the Contract Documents to an extension of time due to a delay, but the performance of the Work is independently suspended, delayed, or interrupted by a delay for which Contractor is not entitled to an extension of time, the delay shall be deemed to be a "**Concurrent Delay**". In the case of a Concurrent Delay, Contractor shall be entitled to an extension of the Contract Time but Contractor shall not be entitled to any additional compensation whatsoever during the period of Concurrent Delay.

§ 11.3 Costs caused by delays or by improperly timed activities or defective construction shall be borne by the responsible party.

§ 11.4 An adjustment in the Contract Sum shall only be allowed for delays for which, pursuant to this Article, the Contractor is entitled to an extension of the Contract Time (except a Concurrent Delay), and such adjustment under or pursuant to this Article shall be limited to the increase, if any, of the reasonable, direct costs incurred by the Contractor in performing the Work as a result of such delay or delays that caused the Contract Time to be increased.

## ARTICLE 12 PAYMENTS AND COMPLETION

### § 12.1 Contract Sum

The Contract Sum stated in this Agreement, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

### § 12.2 Applications for Payment

§ 12.2.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Owner an itemized Application for Payment for Work completed in accordance with the values stated in this Agreement. The Application shall be supported by data substantiating the Contractor's right to payment as the Owner may reasonably require, such as evidence of payments made to, and waivers of liens from, subcontractors and suppliers. Payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment stored, and protected from damage, off the site at a location agreed upon in writing.

§ 12.2.2 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment, all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or other encumbrances adverse to the Owner's interests.

### § 12.3 Approval of Payment

The Owner will, within seven days after receipt of the Contractor's Application for Payment, either (1) approve the Application for Payment in the full amount of the Application for Payment, with a copy to the Contractor; (2) approve the Application for Payment for such amount as the Owner determines is properly due, and notify the Contractor in writing of the Owner's reasons for withholding approval in part; or (3) withhold approval of the entire

Application for Payment, and notify the Contractor of the Owner's reason for withholding approval in whole. If approval or notification is not made within such seven-day period, the Contractor may, upon seven additional days' written notice to the Owner, stop the Work until payment of the amount owing has been received. The Contract Time and the Contract Sum shall be equitably adjusted due to the delay.

§ 12.3.1 The Owner may withhold approval of an Application for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of an approval previously issued, and the Owner may withhold payment or offset against payments otherwise due for amounts previously paid, to such extent as may be necessary in the Owner's opinion to protect the Owner from loss for which the Contractor is responsible because of

- .1 defective Work not remedied;
- .2 third-party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the Owner is provided by the Contractor;
- .3 failure of the Contractor to make payments properly to subcontractors or for labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a separate contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- .7 repeated failure to carry out the Work in accordance with the Contract Documents.

#### § 12.4 Progress Payments

§ 12.4.1 After the Owner has approved an Application for Payment, the Owner shall make payment in the manner provided in the Contract Documents.

§ 12.4.2 The Contractor shall promptly pay each subcontractor and supplier, upon receipt of payment from the Owner, an amount determined in accordance with the terms of the applicable subcontracts and purchase orders.

§ 12.4.3 The Owner shall not have responsibility for payments to a subcontractor or supplier.

§ 12.4.4 An approval of an Application for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the requirements of the Contract Documents.

#### § 12.5 Substantial Completion

§ 12.5.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so the Owner can lawfully occupy or utilize the Work for its intended use.

§ 12.5.2 When the Contractor believes that the Work or designated portion thereof is substantially complete, it will notify the Owner and the Owner will make an inspection to determine whether the Work is substantially complete. When the Owner determines that the Work is substantially complete, the Owner shall prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion, establish the responsibilities of the Contractor, and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

#### § 12.6 Final Completion and Final Payment

§ 12.6.1 Upon receipt of a final Application for Payment, the Owner will inspect the Work. When the Owner finds the Work acceptable and the Contract fully performed, the Owner will promptly approve a final Application for Payment.

§ 12.6.2 Final payment shall not become due until \_\_\_\_\_ days after all conditions set forth in Section 4.1.2 have been satisfied and the Contractor submits to the Owner releases and waivers of liens, and data establishing payment or satisfaction of obligations, such as receipts, claims, security interests, or encumbrances arising out of the Contract.



§ 12.6.3 Acceptance of final payment by the Contractor, a subcontractor or supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

#### ARTICLE 13 PROTECTION OF PERSONS AND PROPERTY

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs, including all those required by law in connection with performance of the Contract. The Contractor shall take reasonable precautions to prevent damage, injury, or loss to employees on the Work and other persons who may be affected thereby, the Work and materials and equipment to be incorporated therein, and other property at the site or adjacent thereto. The Contractor shall promptly remedy damage and loss to property caused in whole or in part by the Contractor, or by anyone for whose acts the Contractor may be liable.

#### ARTICLE 14 CORRECTION OF WORK

§ 14.1 The Contractor shall promptly correct Work rejected by the Owner as failing to conform to the requirements of the Contract Documents. The Contractor shall bear the cost of correcting such rejected Work, including the costs of uncovering, replacement, and additional testing.

§ 14.2 In addition to the Contractor's other obligations including warranties under the Contract, the Contractor shall, for a period of one year after Substantial Completion, correct work not conforming to the requirements of the Contract Documents.

§ 14.3 If the Contractor fails to correct nonconforming Work within a reasonable time, the Owner may correct it in accordance with Section 7.3.

#### ARTICLE 15 MISCELLANEOUS PROVISIONS

##### § 15.1 Assignment of Contract

Neither party to the Contract shall assign the Contract as a whole without written consent of the other; provided, however, the Owner may, without consent of the Contractor, assign the Contract to an affiliate of the Owner who takes over responsibility for the Project and assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate such assignment. The Owner and Contractor respectively bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements and obligations contained in the Contract Documents.

##### § 15.2 Tests and Inspections

§ 15.2.1 At the appropriate times, the Contractor shall arrange and bear cost of tests, inspections, and approvals of portions of the Work required by the Contract Documents or by laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities.

§ 15.2.2 If the Owner requires additional testing, the Contractor shall perform those tests.

§ 15.2.3 The Owner shall bear cost of tests, inspections, or approvals that do not become requirements until after the Contract is executed. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

##### § 15.3 Governing Law

The Contract shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules.

##### § 15.4 Severability

The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining provisions. If it is determined that any provision of the Contract Documents, or the application thereof to any person or circumstance, violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the Parties' intentions and purposes in executing the Contract

## § 15.5 Survival

All of the Contractor's representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of Contractor.

## § 15.6 Interpretation

In the Contract, the singular shall include the plural, the plural the singular, and the use of any gender shall include all genders. The Contract shall not be interpreted more favorably against one party than the other solely upon the basis of which party actually drafted the Contract. Headings are for convenience only and shall not be used for interpretation of the language in this Agreement. The failure of a party to insist, in any one or more instances, upon the performance of any of the terms, covenants or conditions of this Agreement, or to exercise any right herein, shall not be construed as a waiver or relinquishment of such term, covenant, condition or right as respects further performance.

## ARTICLE 16 TERMINATION OF THE CONTRACT

### § 16.1 Termination by the Contractor

If the Owner fails to make payments when due hereunder through no fault of the Contractor, the Contractor may, upon seven additional days' written notice to the Owner, terminate the Contract and recover from the Owner payment for Work executed including reasonable overhead and profit thereon not to exceed **fifteen percent (15%)** in the aggregate, and other actual, direct costs incurred by reason of such termination.

### § 16.2 Termination by the Owner for Cause

#### § 16.2.1 The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the subcontractors;
- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .4 is otherwise guilty of substantial breach of a provision of the Contract Documents.

§ 16.2.2 When any of the above reasons exist, the Owner may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' written notice, terminate employment of the Contractor and may

- .1 take possession of the site and of all materials thereon owned by the Contractor, and
- .2 finish the Work by whatever reasonable method the Owner may deem expedient.

§ 16.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 16.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 16.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor shall pay the difference to the Owner. This obligation for payment shall survive termination of the Contract.

### § 16.3 Termination by the Owner for Convenience

The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause. The Contractor shall be entitled to receive payment for Work executed, including reasonable overhead and profit thereon not to exceed seven percent (7%) in the aggregate, and other actual, direct costs incurred by reason of such termination.

## ARTICLE 17 OTHER TERMS AND CONDITIONS

*(Insert any other terms or conditions below.)*

### «§ 17.1 Dispute Resolution

§ 17.1.1 Claims arising hereunder shall be resolved by litigation in a court of competent jurisdiction. Each of the parties hereby (i) irrevocably and unconditionally consents to submit itself to the sole and exclusive personal jurisdiction of any federal or state court located within the County where the Project is located (the "**Applicable**

**Courts**"), (ii) waives any objection to the laying of venue of any such litigation in any of the Applicable Courts, (iii) agrees not to plead or claim in any such court that such litigation brought therein has been brought in an inconvenient forum and agrees not otherwise to attempt to deny or defeat such personal jurisdiction or venue by motion or other request for leave from any such court, and (iv) agrees that such party will not bring any action, suit, or proceeding in connection with any dispute, claim, or controversy arising out of or relating to this Agreement or the Project in any court or other tribunal other than any of the Applicable Courts. **THE OWNER AND THE CONTRACTOR HEREBY WAIVE THE RIGHT TO TRIAL BY JURY IN CONNECTION WITH ANY LITIGATION OR JUDICIAL PROCEEDING RELATED TO OR CONCERNING, DIRECTLY OR INDIRECTLY, THIS AGREEMENT, THE WORK, THE PROJECT, OR THE CONDUCT, OMISSION, ACTION, OBLIGATION, DUTY, RIGHT, BENEFIT, PRIVILEGE OR LIABILITY OF A PARTY.**

§ 17.1.2 In any suit, action, or other proceeding, including bankruptcy, arising out of or in any manner relating to this Agreement or the Contract Documents, including: (a) the enforcement or interpretation of either party's rights or obligations under this Agreement or the Contract Documents, whether in contract, tort, or both, or (b) the declaration of any rights or obligations under this Agreement or the Contract Documents, the prevailing party, as determined by the court, shall be entitled to recover from the losing party Attorneys' Fees. For purposes of this section, **"Attorneys' Fees"** shall mean all reasonable fees and disbursements (including disbursements that would not otherwise be taxable as costs in the proceeding) that are incurred by a party, including all experts', legal assistants', paralegals', and law clerks' fees and all fees incurred through all post award or judgment and appellate levels and in connection with arbitration, bankruptcy, and collection proceedings (post judgment and otherwise).

#### § 17.2 No Liens on Owner Property

Pursuant to Section 255.05(1)(d), Florida Statutes, the Owner has elected not to require Contractor to post a Payment and/or Performance Bond with regard to the Project. Contractor agrees that it shall not create or cause to be imposed, claimed or filed upon any Owner property a lien, charge or encumbrance whatsoever. If, because of any act or omission of Contractor, any such lien, charge or encumbrance shall be imposed, claimed or filed, Contractor shall, at its sole cost and expense, within twenty (20) days following written notice from the Owner, cause the same to be fully paid and satisfied or otherwise discharged of record (by bonding or otherwise) and Contractor shall indemnify and save and hold the Owner harmless from and against any and all costs, liabilities, suits, penalties, claims and demands whatsoever, and from and against any and all attorney's fees, at both trial and all appellate levels, resulting or on account thereof and there from. In the event that Contractor shall fail to comply with the foregoing provisions of this Section, the Owner shall have the option of paying, satisfying or otherwise discharging (by bonding or otherwise) such lien, charge or encumbrance and Contractor agrees to reimburse the Owner, upon demand, for all sums so paid and for all costs and expenses reasonably incurred by the Owner in connection therewith, together with interest thereon, until paid. To the extent any compensation under this Agreement is still due Contractor, Contractor agrees the Owner may offset same by the amount of any reimbursement due the Owner under this Section of the Agreement.

#### § 17.3 Independent Contractor

Contractor and any persons employed by Contractor for the performance of the Work hereunder shall be independent contractors and not agents of the Owner. Any provision in this Agreement that may appear to give the Owner the right to direct Contractor as to details of doing work or to exercise a measure of control over the work mean that Contractor shall follow the direction of the Owner as to end results of the work only. As an independent contract, Contractor is not entitled to worker's compensation benefits, except as may be provided by the independent contractor, nor to unemployment insurance benefits unless unemployment compensation coverage is provided by the independent contractor or some other entity. The Contractor is obligated to pay all federal and state income tax on any monies earned or paid pursuant to this Agreement.

#### § 17.4 Equal Opportunity Employer

Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, disability or national origin. Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color religion, age, sex, disability, or national origin. Such action shall include but not be limited to the following; employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor shall comply with all applicable provisions of the Americans with Disabilities Act of 1990, as the same may be from time to time amended, any other applicable federal, state, or local laws and regulations.

#### § 17.5 Equal Opportunity Employer

Contractor shall not knowingly employ or contract with a worker who is not legally authorized to perform the work such worker is being employed or contracted to perform under this Agreement. Additionally, Contractor shall not knowingly contract with a subcontractor that (a) knowingly employs or contracts with a worker who is not legally authorized to perform the work such worker is being employed or contracted to perform under this Agreement or (b) fails to certify to the Contractor that the subcontractor will not knowingly employ or contract with a worker who is not legally authorized to perform the work such worker is being employed or contracted to perform under this Agreement.

#### § 17.6 Public Records

Contractor has read and is familiar with the provisions of Chapter 119, Florida Statutes, applicable to community development districts. Contractor agrees that it shall keep and maintain all public records related to performance of the work identified herein. Contractor shall: (i) provide the public with access to public records on the same term and conditions that the Owner would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law, (ii) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law, (iii) meet all requirements for maintaining public records and transfer, at no cost, to the Owner all public records in Contractor's possession upon termination of this Agreement and shall destroy and duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically shall be provided in a format that is compatible with the information technology systems of the Owner. Failure to comply with a public records request or with other provisions of the public records law shall constitute a default under this Agreement. **IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT CONTRACTOR MAY CONTACT THE OWNER'S CUSTODIAN OF PUBLIC RECORDS, ATTN: JASON SHOWE, DISTRICT MANAGER, GOVERNMENTAL MANAGEMENT SERVICES CENTRAL FLORIDA, 219 EAST LIVINGSTON STREET, ORLANDO FL 32801, OR VIA TELEPHONE AT 407-841-5524, OR VIA EMAIL AT JSHOWE@GMSFCL.COM.**

#### § 17.7 Records and Audits

Contractor shall maintain in its place of business all books, documents, papers and other evidence pertaining in any way to payments made pursuant to this Agreement. Such records shall be available at the Contractor's place of business at all reasonable times during the term of this Agreement and for ten (10) years from the date of final payment under this Agreement for audit or inspection by the Owner upon five (5) business days prior written notice.»

This Agreement may be executed in counterparts, a complete set of such executed counterparts shall constitute the same Agreement, and the signature of any party to any counterpart shall be deemed a signature to, and may be appended to, any other counterpart.

This Agreement entered into as of the day and year first written above.

*(If required by law, insert cancellation period, disclosures or other warning statements above the signatures.)*

« »

**VIERA EAST COMMUNITY DEVELOPMENT DISTRICT**, a Florida community development district

**MASIC BUILDERS, LLC**, a Florida limited liability company

OWNER *(Signature)*

«Print: \_\_\_\_\_»«, Chairman/Vice-Chairman  
»

*(Printed name and title )*

CONTRACTOR *(Signature)*

«Joseph J. Macik»«, President »

*(Printed name and title )*

**ATTEST:**

LICENSE NO.: CBC1255114  
JURISDICTION: Florida

Print: \_\_\_\_\_, Secretary/Assistant Secretary

DRAFT

**Exhibit A**  
**Scope of Work**

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**0100 Preconstruction**

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**0101 Drawings**

Provide drawings to show Scope of Work for Project.

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**0109 Permits and Fees**

Builder shall complete permit applications and make submissions to municipality for all building and mechanical permits required. Owner will reimburse the permit fees to the contractor in addition to contract price. Owner is responsible for any HOA approvals, if required.

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**0200 Preparation & Demolition**

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**0202 Demolition**

Personal items to be removed from the work area by others.

Install temporary dust protection and floor protective coverings at construction traffic-ways.

Remove existing materials as necessary to facilitate planned design.

Remove and Dispose of existing roof, including underlayment, any rotted plywood, decorative aluminum railing mounted to the underneath side of existing soffit, wood fascia, vinyl soffit in portico and breezeway including pull down stairs(a new one will be installed in new location).





*Dust and noise are unavoidable in most demolition situations. The work locations can often be dangerous, so be sure to have young children and pets out of the work area and an unobstructed path cleared through your home to the outdoors.*

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## **0400 Rough Structure**

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### **0403 Framing**

Provide and install Framing including: 3/4" x 24" fascia-(then to be wrapped with aluminum fascia). This will be done around the entire perimeter where new fascia and soffit is going.

Provide and install framing as needed at columns where existing hardie siding is rotting. This will be prepared to receive stucco. Also provide framing for new set of aluminum attic access stairs (location to be determined once soffit in breezeway and portico is removed)

**PLEASE BE ADVISED:** Due to the unknown nature of the frame damage under the exterior stone, siding, stucco, ect. a Change Order may result, once the extent of the structural damage has been determined.

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### **0406 Rough Electrical**

Provide and install rough in electrical including the following: Add rough electrical as needed after soffit has been removed to have soffit down lights every 16' around perimeter of clubhouse. Will also provide electric as needed for replacing of rusted flood lights in both soffits and fascia (like on back of restaurant).

Provide and install rough electrical (up to 30) for ceiling mounted can lights throughout the breezeway and portico (these lights will be dimmable and programmable).

Provide and install rough electrical for (2) future outdoor TVs.

Provide and install rough electric for outdoor flood light on South West corner of entrance to restaurant storage area.

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## **0500 Roofing**

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### **0501 Roofing Specifications**

- Remove one layer of existing roof covering and one layer of underlayment down to deck. If bad or rotten wood is discovered, it will be replaced at a price of \$100 per sheet.
- Re-nail roof decking to code
- Install Owens Corning Rhino G peel and stick underlayment to keep roof dry.
- Install new drip edge
- Install Owens Corning Starter Strip Shingle.
- Install Owens Corning TruDefinition Duration Limited Lifetime Dimensional Shingles per specifications.
- Install Owens Corning ProEdge Hip & Ridge Shingles
- Install new shingle over ridge vent.
- Install new pipe flashings.
- Clean up all job related debris

- Provide 5 yr workmanship warranty and provide owner with an OWENS CORNING PROTECTION WARRANTY
  - Our Crews are licensed and insured.
  - Crews will maintain safety requirement at all times during the construction process.
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## **0600 Exterior Finishes**

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### **0601 Stucco**

Provide and Install new stucco work including: stucco of all gables on roof, columns around perimeter of clubhouse where soffit is being replaced.

Provide and Install densglass fiberglass sheathing and prep for stucco to be applied.

Provide and Install Stucco finish to exterior walls of building in a 3 coat system with skip trowel finish.

NOTE: No stucco to be done at restaurant storage area due to extensive pipes, cables etc.

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### **0602 Exterior Trim**

Provide and Install up to (800) LF of white soffit vinyl and aluminum fascia. Provide and Install 7" Seamless "K-Style" gutters and (12) 4x3 downspouts

Provide and install (800) LF of 4-ply plywood 1/2"x24" sub fascia-to be wrapped in aluminum fascia as final look.

Provide and install (1) 7'-10' adjustable aluminum attic access stairs. Model #AL2211R5

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## **1600 Finish Electrical**

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### **1601 Finish Electrical Specifications**

Provide and Install electrical fixtures as listed in section 1602

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### **1602 Electrical Fixtures**

Provide and Install up to (8) LED flood lights, Customer Selection Allowance- \$50.00 each

Provide and Install up to (20) LED surface-mount 3000K Natural White soffit downlights.

Provide and Install up to (30) LED surface-mount 3000K Natural White Gimbal downlights throughout breezeway and portico.

Provide and Install flood light on South West corner of entrance to restaurant storage area.



<b>Summary report:</b> <b>Litera® Change-Pro for Word 10.10.0.103 Document comparison done on</b> <b>5/9/2022 3:46:48 PM</b>	
<b>Style name:</b> SHUTTS	
<b>Intelligent Table Comparison:</b> Active	
<b>Original filename:</b> A105-2017 - VECDD - Macik Builders.docx	
<b>Modified filename:</b> A105-2017 - VECDD - Macik Builders - 5.9.22 revisions.docx	
<b>Changes:</b>	
<u>Add</u>	0
<del>Delete</del>	2
<del>Move From</del>	0
<u>Move To</u>	0
<u>Table Insert</u>	0
<del>Table Delete</del>	0
<u>Table moves to</u>	0
<del>Table moves from</del>	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format changes	0
<b>Total Changes:</b>	2

**REQUISITION NO. 105**

**\$7,685,000**

**Viera East Community Development District  
(Brevard County, Florida)  
Special Revenue Assessment Bonds, Series 2020**

The undersigned, an Authorized Officer of Viera East Community Development District (the "District") hereby submits the following requisition for disbursement, under and pursuant to the terms of the Amended and Restated General Special Revenue Assessment Bond Resolution of the District adopted by the District on January 25, 2012, as amended and supplemented from time to time, and particularly as supplemented by the Second Supplemental Resolution (collectively, the "Resolution") adopted by the District's Board of Supervisors on November 21, 2019 (all capitalized terms used herein shall have the meaning ascribed to such term in the Resolution):

- (A) Requisition Number: 105
- (B) Name of Payee: Aqua Turf International Consulting, Inc
- (C) Address of Payee: 19940 Mona Road, Suite 2, Tequesta, FL 33469
- (D) Amount Payable: \$7,000

The Undersigned hereby certifies that this requisition is for the reimbursement irrigation consulting management from the Construction and Acquisition Fund that have not previously been paid.

Attached hereto are originals of the invoice(s) from the vendor of the services rendered with respect to which disbursement is hereby requested.

**VIERA EAST COMMUNITY  
DEVELOPMENT  
DISTRICT**

By: \_\_\_\_\_  
Authorized Officer

**REQUISITION NO. 105**

**\$7,685,000**

**Viera East Community Development District  
(Brevard County, Florida)  
Special Revenue Assessment Bonds, Series 2020**

**CONSULTING ENGINEER'S APPROVAL OF 2020 PROJECT COSTS**

The undersigned Consulting Engineer hereby certifies that this disbursement is for a Cost of the 2020 Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the 2020 Project with respect to which such disbursement is being made; and, (ii) the report of the Consulting Engineer for the 2020 Project, as such report shall have been amended or modified on the date hereof. The undersigned further certifies that (a) the 2020 Project improvements to be acquired have been completed in accordance with the plans and specifications therefore; (b) the 2020 Project improvements are constructed in a sound workmanlike manner and in accordance with industry standards; (c) the purchase price to be paid by the District for the 2020 Project improvements is no more than the lesser of (i) the fair market value of such improvements and (ii) the actual cost of construction of such improvements; (d) the plans and specifications for such portion of the 2020 Project improvements have been approved by all regulatory bodies required to approve them; (e) all currently required approvals and permits for the acquisition, construction, reconstruction, installation and/or equipping of the portion of the 2020 Project for which disbursement is made have been obtained from all applicable regulatory bodies; and (f) for that portion of the 2020 Project being acquired, the seller has paid all contractors, subcontractors, and materialmen that have provided services or materials in connection with the portion of the 2020 Project for which disbursement is made hereby.

[CONSULTING ENGINEER]

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Title: \_\_\_\_\_

19940 Mona Road, Suite 2  
Tequesta, FL 33469

Date	Invoice #
5/18/2022	417

Bill To
Viera East Golf Club Timothy Melloh 2300 Clubhouse Drive Viera, FL 32955

P.O. No.	Terms	Project
	Due on receipt	

[illegible][illegible]

## SECTION 2

# 2022 SPECIAL DISTRICTS QUALIFYING PROCEDURE

Qualifying Period – Noon, June 13, 2022 to Noon, June 17, 2022

*(Dates are subject to change)*

## **Special District Candidates who WILL NOT incur election expenses or contributions will do the following:**

1. Present the items listed below during the qualifying period
  - Form 1 – Statement of Financial Interest
  - Form DS-DE 302NP Candidate Oath – Nonpartisan Office
  - Qualifying fee of \$25.00 or
  - 25 valid petitions.

## **Special District Candidates who WILL incur election expenses or contributions must do the following:**

1. File DS-DE9 Appointment of Campaign Treasurer/Designation of Campaign Depository (open campaign account). This must be completed **prior** to accepting campaign contributions and making campaign expenditures, (section 99.061(3), F.S.).
2. Read Chapter 106 of the Florida Statutes, and submit a DS-DE84 Statement of Candidate.
3. File required campaign treasurer's reports
4. Present qualifying documents during the qualifying period.
  - Form 1 – Statement of Financial Interest
  - Form DS-DE 302NP Candidate Oath – Nonpartisan Office
  - Qualifying fee of \$25.00 or
  - 25 valid petitions

## **Candidates Paying the Qualifying Fee:**

All special district candidates, except a person certified to qualify by the petition method or seeking to qualify as a write-in candidate, must pay the qualifying fee of \$25.00.

The qualifying fee for a special district candidate is not required to be drawn upon the candidate's campaign account.

## **Candidates Qualifying by Petition Method:**

Special district candidates need to 25 valid signatures of qualified electors within the district. There is a fee of 10 cents per petition to be paid to the Supervisor of Elections for the cost of verifying the signature. The fee must be paid at the time the petitions are submitted.

The deadline for submitting candidate petitions is **noon, May 16, 2022.**

Special district candidates are not required to file Form DS-DE 9 prior to collecting signatures.

*See Section 99.061(3), Florida Statutes.*

## SECTION VIII

# SECTION A



**Viera East**  
**Community Development District**  
Check Register Summary  
April 23, 2022 through May 20, 2022

<b>Fund</b>	<b>Date</b>	<b>Check #'s</b>	<b>Amount</b>
<i>General Fund</i>			
	4/28/22	4436-4440	\$ 13,707.25
	5/12/22	4441-4454	\$ 15,541.53
	5/20/22	4455-4456	\$ 2,738.46
		<u>Sub-Total</u>	<u>\$ 31,987.24</u>
<i>Capital Reserve</i>			
	5/16/22	140	\$ 134,370.00
		<u>Sub-Total</u>	<u>\$ 134,370.00</u>
<i>Golf Course</i>			
	4/28/22	29623-29645	\$ 32,927.11
	5/12/22	29646-29683	\$ 41,854.62
	5/19/22	29685-29710	\$ 19,164.07
	5/20/22	29711-29713	\$ 504.33
		<u>Sub-Total</u>	<u>\$ 94,450.13</u>
<b>Total</b>			<b>\$ 260,807.37</b>

AP300R	YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER										RUN	5/20/22	PAGE	1
*** CHECK DATES 04/23/2022 - 05/20/2022 ***														
VIERA EAST-GENERAL FUND														
BANK A VIERA EAST-GF														

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	.....CHECK..... AMOUNT #
5/20/22	00034	5/10/22 APR22 11	202204 340-53800-47300	1705 CRANE CREEK BLVD	*	210.18	
				CITY OF COCOA			210.18 000001
5/20/22	00212	5/15/22 8927223	202205 340-53800-47400	RAINBIRD	*	2,528.28	
				TIAA COMMERCIAL FINANCE, INC.			2,528.28 000002
4/28/22	00034	4/12/22 112086 A	202204 340-53800-47300	1705 CRANE CREEK BLVD	*	249.03	
				CITY OF COCOA			249.03 004436
4/28/22	00126	4/01/22 423	202204 310-51300-34000	MANAGEMENT FEES APR22	*	8,621.17	
		4/01/22 423	202204 310-51300-35100	INFORMATION TECH APR22	*	354.17	
		4/01/22 423	202204 310-51300-31700	DISSEMINATION SVC APR22	*	83.33	
		4/01/22 423	202204 310-51300-51000	OFFICE SUPPLIES	*	10.00	
		4/01/22 423	202204 310-51300-42500	COPIES	*	87.75	
		4/01/22 423	202204 310-51300-42000	OFFICE DEPOT	*	64.30	
				GOVERNMENTAL MANAGEMENT SERVICES			9,220.72 004437
4/28/22	00209	4/27/22 26	202204 330-53800-49000	REMOVED PALM	*	300.00	
				LELAND'S TREE SERVICE			300.00 004438
4/28/22	00626	4/25/22 1640164	202202 310-51300-31500	ATTORNEY FEES	*	1,537.50	
				SHUTTS & BOWEN LLP			1,537.50 004439
4/28/22	00259	4/11/22 13	VECDD 202204 320-53800-48000	SOCIAL MEDIA MARKETING	*	2,400.00	
				UNIQUE WEBB CONSULTING			2,400.00 004440
5/12/22	00222	4/22/22 175297	202204 340-53800-47300	SPONSOR BANNERS	*	258.00	
		4/26/22 175185	202204 330-53800-47100	SIGNS FOR GOLF COURSE	*	467.00	
				ALLEGRA-ROCKLEDGE			725.00 004441
5/12/22	00189	5/04/22 2442394	202205 340-53800-41000	TELEPHONE	*	584.18	
				BLUELINE TELECOM GROUP, LLC			584.18 004442

VIER --VIERA EAST-- HSMITH

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK..... AMOUNT #
5/12/22	00263	5/04/22 WO-10483 PLUMBING	202205 340-53800-47300	DIAL DURON SERVICE COMPANY	*	190.00	190.00 004443
5/12/22	00081	4/07/22 418602 AWC	202204 330-53800-47200		*	736.44	
		4/18/22 422397 AWC	202204 330-53800-47200		*	200.00	
		4/20/22 418855 AWC	202204 330-53800-47200		*	200.00	
		4/22/22 418600 AWC	202204 330-53800-47200		*	3,777.06	
		4/22/22 418601 AWC	202204 330-53800-47200		*	3,654.15	
				ECOR INDUSTRIAL HYDRAULICS, INC			8,567.65 004444
5/12/22	00006	5/03/22 7-743-99 POSTAGE	202205 310-51300-42000		*	40.26	
				FEDEX			40.26 004445
5/12/22	00010	3/31/22 20124 SERVICES	202203 330-53800-47100		*	720.00	
				KEVIN L ERWIN CONSULTING			720.00 004446
5/12/22	00237	4/27/22 #80423 SAND & SOIL	202204 340-53800-47300		*	1,388.80	
				LANDSCAPE DEPOT OF BREVARD INC			1,388.80 004447
5/12/22	00246	4/28/22 19793910 FIRE&BURGLARY ALARM	202204 340-53800-54500		*	511.54	
				MARLIN BUSINESS BANK			511.54 004448
5/12/22	00626	5/04/22 1642080 ATTORNEY FEES	202204 310-51300-31500		*	8.26	
				SHUTTS & BOWEN LLP			8.26 004449
5/12/22	00212	4/15/22 8869932 RAINBIRD SYSTEM	202204 340-53800-47400		*	2,298.44	
				TIAA COMMERCIAL FINANCE, INC.			2,298.44 004450
5/12/22	00188	4/07/22 920 1398 UNIFORMS 4/7/22	202204 340-53800-54100		*	53.67	
		4/14/22 920 1400 UNIFORMS 4/14/22	202204 340-53800-54100		*	53.67	
		4/21/22 920 1402 UNIFORMS 4/21/22	202204 340-53800-54100		*	53.67	

VIER --VIERA EAST-- HSMITH

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK..... AMOUNT #
		4/28/22 920 1404 202204	340-53800-54100	UNIFORMS 4/28/22	*	53.67	
				UNIFIRST CORPORATION			214.68 004451
5/12/22 00222		5/10/22 175450	202205 330-53800-47100	REMAX SIGN WITH GROMMETS	*	52.00	
				ALLEGRA-ROCKLEDGE			52.00 004452
5/12/22 00210		5/10/22 75454 AP 202204	340-53800-47300	5240 MURRELL RD	*	50.18	
				FPL			50.18 004453
5/12/22 00204		5/02/22 92976764 202205	340-53800-47300	PET WASTE BAGS	*	190.54	
				GRAINGER			190.54 004454
TOTAL FOR BANK A						31,987.24	
TOTAL FOR REGISTER						31,987.24	

VIER --VIERA EAST-- HSMITH

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	.....CHECK..... AMOUNT #
5/16/22	00070	5/16/22 REQ91	202205 300-13100-10200		*	134,370.00	
		10% DEP&35% REQ PROJECT		MACIK BUILDERS LLC			134,370.00 000140
-----							
						TOTAL FOR BANK C	134,370.00
						TOTAL FOR REGISTER	134,370.00

VIER --VIERA EAST-- HSMITH

\*\*\* CHECK DATES 04/23/2022 - 05/20/2022 \*\*\*  
 VIERA EAST- GOLF COURSE  
 BANK B VIERA EAST-GOLF

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	.....CHECK..... AMOUNT #
4/28/22	00782	4/25/22 88083 MATS	202204 340-57200-51100		*	25.50	
		4/25/22 88083 MATS	202204 320-57200-51100		*	89.44	
A LINEN CONNECTION							114.94 029623
4/28/22	01485	4/18/22 91305197 GOLF BALLS	202204 300-14200-10000		*	533.69	
ACUSHNET COMPANY							533.69 029624
4/28/22	01463	4/07/22 4540-04- ASSESSMENT SERIES 2012	202204 310-57200-31600		*	450.00	
AMTEC							450.00 029625
4/28/22	01370	4/11/22 837909 FOLIAR PAK	202204 390-57200-47500		*	742.50	
		4/11/22 837909 FOLIAR PAK	202204 300-15500-10000		*	742.50	
		4/15/22 837937 APPS FOR GREEN APR	202204 390-57200-47500		*	466.67	
		4/15/22 837937 APPS FOR GREENS MAY-JUNE	202204 300-15500-10000		*	933.33	
BRONSONS TURF & HORTICULTURE							2,885.00 029626
4/28/22	01550	4/25/22 038203 BREAD	202204 300-14100-10000		*	114.27	
CHUCK INDEPENDENT BREAD DIST, LLC							114.27 029627
4/28/22	00024	4/15/22 141774 A 4583 BRAYWICK CT	202204 320-57200-43000		*	72.26	
CITY OF COCOA UTILITIES							72.26 029628
4/28/22	01394	4/01/22 62683928 DISH RENTAL	202204 330-57200-54600		*	100.97	
ECOLAB							100.97 029629
4/28/22	00587	4/11/22 666267 PREM 93 UN1203	202204 390-57200-46110		*	1,366.13	
		4/11/22 666267 PREM 93 UN1203	202204 300-13100-10000		*	672.87	
		4/11/22 666268 ULTRA LOW SULFER	202204 390-57200-46110		*	661.41	
		4/11/22 666268 ULTRA LOW SULFER	202204 300-13100-10000		*	325.77	
GLOVER OIL COMPANY INC							3,026.18 029630

VIER --VIERA EAST-- HSMITH

\*\*\* CHECK DATES 04/23/2022 - 05/20/2022 \*\*\*  
 VIERA EAST- GOLF COURSE  
 BANK B VIERA EAST-GOLF

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	.....CHECK..... AMOUNT #
4/28/22	00194	4/13/22	PINV0117 202204 390-57200-47500	CHEMICALS APR	*	407.36	
		4/13/22	PINV0117 202204 390-57200-47500	CHEMICALS MAY-AUG	*	1,629.41	
GOLF VENTURES INC							2,036.77 029631
4/28/22	01071	4/01/22	424 202204 310-57200-31700	DISSEMINATION SVC APR22	*	83.33	
GOVERNMENTAL MANAGEMENT SERVICES							83.33 029632
4/28/22	01524	4/14/22	0014 202204 330-57200-12005	EAGLE TAVERN MANAGEMENT	*	2,708.33	
JEFFREY SPENCER							2,708.33 029633
4/28/22	00180	4/11/22	25268 202204 390-57200-46110	10W30 QT	*	123.15	
		4/13/22	25269 202204 390-57200-46000	SENSOR	*	55.99-	
		4/26/22	25505 202204 390-57200-46000	BEARING	*	61.98	
		4/26/22	25505 202204 390-57200-46110	BEARING	*	59.94	
NAPA AUTO PARTS							189.08 029634
4/28/22	00694	4/21/22	639843 202204 390-57200-46000	BRAKE DRUM	*	194.64	
PRECISION SMALL ENGINE CO., INC.							194.64 029635
4/28/22	00315	4/12/22	706453 202204 390-57200-51100	RANGE FLAGS	*	313.02	
PRESTIGE FLAG INC							313.02 029636
4/28/22	01324	4/16/22	04162022 202204 320-57200-34100	AMAZON PRIME	*	15.13	
		4/16/22	04162022 202204 320-57200-41000	CRICKET WIRELESS	*	194.00	
		4/16/22	04162022 202204 340-57200-51100	KEY RINGS	*	17.11	
		4/16/22	04162022 202204 320-57200-51100	RASH RELIEF SPRAY	*	108.09	
		4/16/22	04162022 202204 300-13100-10400	6X5 SHED	*	748.99	
		4/16/22	04162022 202204 330-57200-46000	CARPET CLEANING	*	125.00	
		4/16/22	04162022 202204 390-57200-51200	AQUATIC WEED SHORT	*	275.00	

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AP300R		YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER					RUN 5/20/22		PAGE 4		
*** CHECK DATES 04/23/2022 - 05/20/2022 ***		VIERA EAST- GOLF COURSE									
		BANK B VIERA EAST-GOLF									
CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME		STATUS	AMOUNT	.....CHECK..... AMOUNT #			
4/28/22	01532	5/01/22 2-202292 CLEANING MAY22	202204 300-15500-10000	JANI-KING OF ORLANDO		*	950.00	950.00		029645	
5/12/22	00782	5/09/22 88970 MATS	202205 340-57200-51100			*	25.50				
		5/09/22 88970 MATS	202205 320-57200-51100			*	89.44				
		A LINEN CONNECTION						114.94	029646		
5/12/22	01485	4/29/22 91316026 GOLF BALLS	202204 300-14200-10000			*	239.94				
		5/01/22 91317741 HEADWEAR	202205 300-14200-10000			*	150.00				
		5/03/22 91319023 GOLF SHOES	202205 300-14200-10000			*	62.88				
		5/06/22 91322467 MERCHANDISE	202205 300-14200-10000			*	390.00				
		ACUSHNET COMPANY						842.82	029647		
5/12/22	01371	5/02/22 05022022 SECURITY SVC	202204 300-15500-10000			*	2,909.75				
		ADT SECURITY SERVICES						2,909.75	029648		
5/12/22	00091	5/04/22 INV05199 MICROFIBER TOWELS	202205 300-14200-10000			*	802.65				
		AHEAD LLC						802.65	029649		
5/12/22	01560	4/30/22 00088662 NITROGEN GENERATOR	202204 330-57200-51100			*	189.80				
		ARC3 GASES, INC						189.80	029650		
5/12/22	01380	5/09/22 1620 CARBONITE OFFICE CORE	202205 320-57200-54500			*	287.00				
		BLACK HOLE MAKERS LLC						287.00	029651		
5/12/22	01516	4/26/22 26896 1/6 PAGE AD-MAY	202204 320-57200-48000			*	330.00				
		4/26/22 26897 1/4 PAGE AD-MAY	202204 320-57200-48000			*	433.50				
		BLUEWATER CREATIVE GROUP, INC						763.50	029652		
5/12/22	00324	5/03/22 INV-1003 GOLF CLUBS	202205 300-14200-10000			*	536.52				
		BRIDGESTONE GOLF, INC.						536.52	029653		
VIER --VIERA EAST-- HSMITH											

VIER --VIERA EAST-- HSMITH



CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	.....CHECK..... AMOUNT #
5/12/22	01508	5/02/22 05022022	202205 350-57200-46300	CART SERVICE	*	1,485.00	
				GOLF CARTS UNLIMITED			1,485.00 029663
5/12/22	00194	5/02/22 PINV0011	202205 390-57200-47500	FERTILIZER MAY	*	824.40	
		5/02/22 PINV0011	202205 300-15500-10000	FERTILIZER JUNE-SEPT	*	3,297.60	
				GOLF VENTURES INC			4,122.00 029664
5/12/22	01372	5/02/22 31552585	202205 320-57200-34100	COPIER LEASE	*	240.63	
		5/02/22 31552585	202205 300-13100-10000	COPIER LEASE	*	240.63	
				GREAT AMERICA FINANCIAL SVCS			481.26 029665
5/12/22	01523	4/29/22 12291	202204 320-57200-46000	REPAIR AND MAINTENANCE	*	440.00	
		4/29/22 12291	202204 320-57200-46000	REPAIR AND MAINTENANCE	*	400.00	
				ICEMAN FACTORY TRAINED LLC			840.00 029666
5/12/22	01524	4/23/22 04232022	202204 300-14100-10000	REIMB FOOD	*	7.98	
		4/23/22 04232022	202204 300-14100-10000	REIMB FOOD	*	17.44	
		4/29/22 04292022	202204 300-14100-10000	REIMB FOOD	*	23.26	
		4/29/22 04292022	202204 300-14100-10000	REIMB FOOD	*	6.77	
		5/01/22 0015	202205 330-57200-12005	EAGLE TAVERN MGMT & OPER	*	2,708.33	
				JEFFREY SPENCER			2,763.78 029667
5/12/22	00871	4/28/22 9849464	202204 390-57200-46000	RUBBER UNDERCOA	*	134.28	
				KIMBALL MIDWEST			134.28 029668
5/12/22	00483	4/25/22 04252022	202204 320-57200-51100	902260	*	44.58	
		4/25/22 04252022	202204 300-13100-10000	988738	*	1,657.43	
		4/25/22 04252022	202204 390-57200-51100	913114	*	147.62	
		4/25/22 04252022	202204 390-57200-47100	910030	*	65.88	

VIER --VIERA EAST-- HSMITH

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	.....CHECK..... AMOUNT #
		4/25/22	04252022 202204 300-13100-10000 920145		*	66.20	
		4/25/22	04252022 202204 390-57200-47100 911172		*	41.33	
		4/25/22	04252022 202204 390-57200-47100 943719		*	69.34	
		4/25/22	04252022 202204 300-13100-10000 901971		*	53.22	
				LOWE'S			2,145.60 029669
5/12/22	00694	3/21/22	638455 202203 390-57200-51100 BALL WASH TABLETS		*	349.37	
		3/21/22	638455 202203 390-57200-47100 ULTRA MAX RED HOSE		*	211.32	
		5/05/22	640572 202205 390-57200-46000 PRESSURE SWITCH KIT		*	180.84	
				PRECISION SMALL ENGINE CO., INC.			741.53 029670
5/12/22	01382	5/02/22	23004 202205 390-57200-47100 3000 FLOW METER		*	550.00	
				PRO PLUS PRODUCTS, INC.			550.00 029671
5/12/22	01334	4/27/22	11839882 202204 390-57200-47500 HERBICIDE MAY		*	463.57	
		4/27/22	11839882 202204 300-15500-10000 HERBICIDE JUNE-JULY		*	927.12	
				SITEONE LANDSCAPE SUPPLY, LLC			1,390.69 029672
5/12/22	01479	5/12/22	948817 202205 340-57200-51100 REPAIR		*	20.00	
				TAMARA HOUSTON			20.00 029673
5/12/22	01512	4/28/22	7674340 202204 390-57200-54600 TORO REELMASTER 5010-H		*	1,065.98	
				THE HUNTINGTON NATIONAL BANK			1,065.98 029674
5/12/22	01574	4/26/22	008-0697 202204 390-57200-54600 CONTRACT 2109 1ST PAYMENT		*	6,794.14	
				THE HUNTINGTON NATIONAL BANK			6,794.14 029675
5/12/22	01573	4/27/22	04272022 202204 300-14100-10000 REIMB FOOD		*	13.44	
				TRAVIS GIBSON			13.44 029676
5/12/22	00807	4/28/22	920 1404 202204 390-57200-54100 UNIFORMS 4/28/22		*	155.12	

VIER --VIERA EAST-- HSMITH

\*\*\* CHECK DATES 04/23/2022 - 05/20/2022 \*\*\*  
 VIERA EAST- GOLF COURSE  
 BANK B VIERA EAST-GOLF

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	.....CHECK..... AMOUNT #
		5/05/22	920 1406 202205 390-57200-54100		*	158.12	
			UNIFORMS 5/5/22				
				UNIFIRST CORPORATION			313.24 029677
5/12/22	00068	4/26/22	9178883- 202205 320-57200-34100		*	552.47	
			6 YARD DUMPSTER				
		4/26/22	9179245- 202205 390-57200-47900		*	206.82	
			6 YARD DUMPSTER				
				WASTE MANAGEMENT			759.29 029678
5/12/22	01421	4/30/22	0422-TR7 202204 300-13100-10000		*	8.33	
			WAGEWORKS				
		4/30/22	0422-TR7 202204 300-13100-10000		*	33.33	
			WAGEWORKS				
		4/30/22	0422-TR7 202204 330-57200-22000		*	58.34	
			WAGEWORKS				
				WAGEWORKS, INC.			100.00 029679
5/12/22	00117	4/27/22	41074407 202204 390-57200-46000		*	189.37	
			STEERING WHEEL ASM				
		4/28/22	41074655 202204 390-57200-46000		*	27.58	
			CAP WHEEL				
				WESCOTURF INC.			216.95 029680
5/12/22	01397	4/28/22	771559 202204 350-57200-46100		*	164.00	
			1 YULAS GOLF CAR				
				YAMAHA MOTOR FINANCE CORP, USA			164.00 029681
5/12/22	00808	5/04/22	05042022 202204 300-10100-11000		*	75.00	
			PETTY CASH				
				PETTY CASH			75.00 029682
5/12/22	01574	4/26/22	04262022 202204 390-57200-54600		*	6,541.14	
			CONTRACT 1ST PAYMENT				
		4/26/22	04262022 202204 390-57200-54600		*	250.00	
			DOCUMENTATION FEE				
				THE HUNTINGTON NATIONAL BANK			6,791.14 029683
5/12/22	00808	5/12/22	TRIVIA 0 202205 300-10100-11000		*	75.00	
			PETTY CASH TRIVA 5/18				
				PETTY CASH			75.00 029684
5/19/22	01485	5/16/22	91328155 202205 300-14200-10000		*	148.00	
			BAGS				
				ACUSHNET COMPANY			148.00 029685

VIER --VIERA EAST-- HSMITH

\*\*\* CHECK DATES 04/23/2022 - 05/20/2022 \*\*\*  
 VIERA EAST- GOLF COURSE  
 BANK B VIERA EAST-GOLF

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK..... AMOUNT #
5/19/22	01370	5/10/22 838033	202205 390-57200-46000		*	455.67	
		FAIRWAY TINE MAY					
		5/10/22 838033	202205 300-15500-10000		*	911.34	
		FAIRWAY TINE JUNE-JULY					
BRONSONS TURF & HORTICULTURE							1,367.01 029686
5/19/22	01481	5/18/22 05182022	202205 320-57200-51200		*	62.00	
		REIMBURSE					
CHRISTOPHER THOMAS GAME							62.00 029687
5/19/22	00024	5/10/22 70192 AP	202204 390-57200-43000		*	332.36	
		5600 MURRELL RD					
		5/11/22 112664 A	202204 320-57200-43000		*	162.58	
		2300 CLUBHOUSE DR					
		5/11/22 112664 A	202204 330-57200-43000		*	162.58	
		2300 CLUBHOUSE DR					
		5/11/22 112664 A	202204 350-57200-43000		*	162.60	
		2300 CLUBHOUSE DR					
CITY OF COCOA UTILITIES							820.12 029688
5/19/22	00180	5/12/22 2581	202205 390-57200-46000		*	29.49	
		LENS RESTORATION					
		5/13/22 05132022	202205 300-13100-10000		*	37.54	
		AIR RATCHET					
		5/13/22 05132022	202205 390-57200-46000		*	169.99	
		OIL FILTER					
NAPA AUTO PARTS							237.02 029689
5/19/22	01358	4/30/22 00098480	202204 390-57200-54200		*	33.10	
		CYLINDER RENTAL					
NEXAIR, LLC							33.10 029690
5/19/22	00504	5/10/22 SC-T0000	202205 390-57200-46000		*	100.00	
		CYLINDER REPAIRS					
PIRTEK SPACE COAST							100.00 029691
5/19/22	00808	5/19/22 PC 5.19.	202205 300-10100-11000		*	150.00	
		TRIVIA NIGHT PETTY CASH					
PETTY CASH							150.00 029692
5/19/22	01207	5/11/22 252926	202205 390-57200-47500		*	693.00	
		CHEMICALS MAY					
		5/11/22 252926	202205 300-15500-10000		*	2,772.00	
		CHEMICALS JUNE-SEPT					
TRIGON TURF SCIENCES, LLC							3,465.00 029693

VIER --VIERA EAST-- HSMITH



\*\*\* CHECK DATES 04/23/2022 - 05/20/2022 \*\*\*  
 VIERA EAST- GOLF COURSE  
 BANK B VIERA EAST-GOLF

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK..... AMOUNT #
5/19/22	01561	6/25/22 06252022	202205 300-15500-10000	ENTERTAINMENT 6/25/22	*	200.00	
				MICHELLE WOOD			200.00 029702
5/19/22	01536	5/13/22 1343	202205 310-57200-31100	REPAIRS TWO CULVERT PIPES	*	770.00	
				ROBB & TAYLOR ENGINEERING SOLUTIONS			770.00 029703
5/19/22	01554	6/03/22 06032022	202205 300-15500-10000	ENTERTAINMENT 6/3/22	*	200.00	
				ROCKSTAR KARAOKE ENTERTAINMENT LLC			200.00 029704
5/19/22	01554	6/10/22 06102022	202205 300-15500-10000	ENTERTAINMENT 6/10/22	*	200.00	
				ROCKSTAR KARAOKE ENTERTAINMENT LLC			200.00 029705
5/19/22	01554	6/17/22 06172022	202205 300-15500-10000	ENTERTAINMENT 6/17/22	*	200.00	
				ROCKSTAR KARAOKE ENTERTAINMENT LLC			200.00 029706
5/19/22	01554	6/24/22 06242022	202205 300-15500-10000	ENTERTAINMENT 6/24/22	*	200.00	
				ROCKSTAR KARAOKE ENTERTAINMENT LLC			200.00 029707
5/19/22	01210	5/14/22 35078903	202205 320-57200-51000	OFFICE SUPPLIES	*	55.18	
		5/14/22 35078903	202205 390-57200-51000	OFFICE SUPPLIES	*	309.96	
				STAPLES ADVANTAGE			365.14 029708
5/19/22	01512	5/08/22 7689615	202205 390-57200-54600	CUSHMAN HAULER 800X	*	419.64	
				THE HUNTINGTON NATIONAL BANK			419.64 029709
5/19/22	01568	5/19/22 05192022	202205 300-14100-10000	REIMB- FOOD PURCHASED	*	13.19	
				JENNIFER WORCHEL			13.19 029710
5/20/22	01550	5/20/22 38211	202205 300-14200-10000	BREAD DELIVERY 5.20.22	*	110.10	
				CHUCK INDEPENDENT BREAD DIST, LLC			110.10 029711
5/20/22	01575	5/20/22 21320252	202205 340-57200-54000	REIMB- REGISTRATION PGA	*	100.00	
				EDDIE GUERRA			100.00 029712

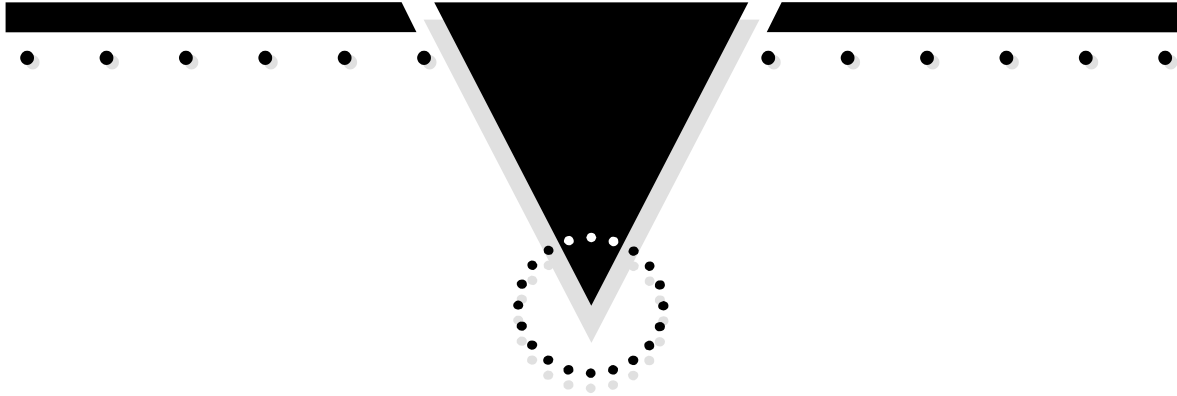
VIER --VIERA EAST-- HSMITH



CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK..... AMOUNT #
5/20/22	01549	5/05/22 2013	202205 330-57200-46000	RELAY KIT, FREEZER REPAIR	*	294.23	
				FROSTLINE, LLC			294.23 029713
-----							
						TOTAL FOR BANK B	94,450.13
						TOTAL FOR REGISTER	94,450.13

VIER --VIERA EAST-- HSMITH

## SECTION B



# **Viera East Community Development District**

**Unaudited Financial Reporting**

**April 30, 2022**



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**Viera East**  
**Community Development District**  
Combined Balance Sheet  
April 30, 2022

**Governmental Fund Types**

	<b><u>General</u></b>	<b><u>Capital Reserve</u></b>	<b><u>Debt Service</u></b>	<b><u>Capital Projects</u></b>	<b><u>Golf Course/Recreation</u></b>	<b><u>Totals (memorandum only)</u></b>
<b><i>Assets</i></b>						
Operating Account	\$561,086	\$534,252	----	----	\$624,364	\$1,719,701
Accounts Receivable	----	----	----	----	\$308	\$308
Due From Golf Course	\$43,529	----	----	----	----	\$43,529
Due From General Fund	----	\$335	\$13,487	----	\$46,251	\$60,073
Due From Capital Reserve	\$209	----	----	----	\$128	\$337
Due from Debt Service	----	----	----	----	\$22,922	\$22,922
Due from Other	----	----	----	----	\$4,173	\$4,173
Due from Capital Projects	----	\$138,895	----	----	\$38,538	\$177,433
Inventory - Pro Shop	----	----	----	----	\$36,024	\$36,024
Inventory - Hook and Eagle	----	----	----	----	\$23,955	\$23,955
<b><u>Investments:</u></b>						
State Board	----	\$121,767	----	----	----	\$121,767
Benefit Assessment- Series 2012	----	----	----	----	\$510,035	\$510,035
Reserve - Series 2012	----	----	----	----	\$280,134	\$280,134
Bond Service- Series 2012	----	----	----	----	\$14	\$14
Bond Service- Series 2006	----	----	\$2,421,872	----	----	\$2,421,872
Reserve- Series 2020	----	----	\$234,611	----	----	\$234,611
Temporary Interest Series 2020	----	----	\$180,641	----	----	\$180,641
Project- Series 2020	----	----	----	\$4,728,160	----	\$4,728,160
Improvements (Net of Depreciation)	----	----	----	----	\$1,089,032	\$1,089,032
Prepaid Expenses- Operations	\$7,416	----	----	----	\$86,423	\$93,839
<b>Total Assets</b>	<b>\$612,240</b>	<b>\$795,249</b>	<b>\$2,850,611</b>	<b>\$4,728,160</b>	<b>\$2,762,301</b>	<b>\$11,748,562</b>
<b><i>Liabilities</i></b>						
Accounts Payable	\$14,695	----	----	----	\$35,486	\$50,180
Accrued Expenses	----	----	----	----	\$106	\$106
Deferred Revenue- Season Advance	----	----	----	----	\$89,350	\$89,350
Deferred Revenue- Special Assessments O&M	----	----	----	----	\$7,597	\$7,597
Deferred Revenue- Special Assessments Debt	----	----	----	----	\$236,578	\$236,578
Deposit-Divots Grill	----	----	----	----	\$1,814	\$1,814
Due to General Fund	----	\$209	----	----	\$43,529	\$43,739
Accrued Interest Payable	----	----	----	----	\$79,516	\$79,516
Accrued Principal Payable	----	----	----	----	\$246,917	\$246,917
Sales Tax Payable	----	----	----	----	\$28,107	\$28,107
Event Deposits	----	----	----	----	(\$3,812)	(\$3,812)
Due to Golf Course	\$46,251	\$38,538	\$22,922	----	----	\$107,711
Due to Debt Service	\$13,487	----	----	----	----	\$13,487
Due to Capital Reserve	\$335	----	----	\$138,895	----	\$139,230
Accrued Payroll Payable	\$7,295	----	----	----	\$18,115	\$25,410
Bonds Payable - Series 2012	----	----	----	----	\$2,470,000	\$2,470,000
Bond Discount	----	----	----	----	(\$13,414)	(\$13,414)
Deferred Loss	----	----	----	----	(\$130,973)	(\$130,973)
<b><i>Fund Equity</i></b>						
Net Assets	----	----	----	----	(\$346,614)	(\$346,614)
<b><i>Fund Balances</i></b>						
Assigned - First Quarter	\$176,000	----	----	----	----	\$176,000
Nonspendable - Prepaid Expense	\$7,416	----	----	----	----	\$7,416
Unassigned	\$346,762	----	----	----	----	\$346,762
Assigned- Capital Reserve Fund	----	\$756,502	----	----	----	\$756,502
Restricted for Capital Projects	----	----	----	\$4,589,265	----	\$4,589,265
Restricted for Debt Service	----	----	\$2,827,689	----	----	\$2,827,689
<b>Total Liabilities, Fund Equity, Other</b>	<b>\$612,240</b>	<b>\$795,249</b>	<b>\$2,850,611</b>	<b>\$4,728,160</b>	<b>\$2,762,301</b>	<b>\$11,748,562</b>

# Viera East

## Community Development District

General Fund  
Statement of Revenues & Expenditures  
For Period Ending April 30, 2022

Adopted Budget	Prorated Budget 4/30/22	Actual 4/30/22	Variance
-------------------	----------------------------	-------------------	----------

### Revenues

Maintenance Assessments	\$808,157	\$780,802	\$780,802	\$0
Golf Course Administrative Services	\$56,280	\$32,830	\$32,830	\$0
Donations for Park Material	\$0	\$0	\$4,275	\$4,275
Miscellaneous Income- Farmers Market	\$0	\$0	\$12,191	\$12,191
Interest Income	\$100	\$58	\$55	(\$4)

<b>Total Revenues</b>	<b>\$864,536</b>	<b>\$813,690</b>	<b>\$830,153</b>	<b>\$16,463</b>
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### Administrative Expenditures

Supervisors Fees	\$30,496	\$17,789	\$14,486	\$3,304
Engineering Fees	\$5,000	\$2,917	\$1,025	\$1,892
Attorney's Fees	\$5,000	\$2,917	\$8,809	(\$5,893)
Dissemination	\$1,000	\$583	\$583	\$0
Trustee Fees	\$5,600	\$3,267	\$0	\$3,267
Annual Audit	\$6,500	\$3,792	\$0	\$3,792
Collection Agent	\$2,500	\$1,458	\$1,458	\$0
Management Fees	\$103,454	\$60,348	\$60,348	(\$0)
Postage	\$1,500	\$875	\$898	(\$23)
Printing & Binding	\$2,500	\$1,458	\$3,980	(\$2,522)
Insurance- Liability	\$8,040	\$4,690	\$4,081	\$609
Legal Advertising	\$1,500	\$875	\$797	\$78
Other Current Charges	\$1,500	\$875	\$177	\$698
Office Supplies	\$1,500	\$875	\$50	\$825
Dues & Licenses	\$175	\$175	\$175	\$0
Information Technology	\$4,250	\$2,479	\$2,479	(\$0)

<b>Total Administrative</b>	<b>\$180,515</b>	<b>\$105,373</b>	<b>\$99,347</b>	<b>\$6,026</b>
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# Viera East

## Community Development District

General Fund  
Statement of Revenues & Expenditures  
For Period Ending April 30, 2022

Adopted Budget	Prorated Budget 4/30/22	Actual 4/30/22	Variance
-------------------	----------------------------	-------------------	----------

### Operating Expenditures

Salaries	\$147,487	\$86,034	\$89,016	(\$2,982)
Administration Fee	\$1,388	\$810	\$649	\$161
FICA Expense	\$11,283	\$6,582	\$6,420	\$162
Health Insurance	\$17,410	\$10,156	\$9,960	\$196
Workers Compensation	\$2,891	\$1,686	\$1,481	\$205
Unemployment	\$842	\$491	\$666	(\$175)
Other Contractual	\$7,500	\$4,375	\$8,566	(\$4,191)
Marketing- Lifestyle/Amenities	\$18,000	\$10,500	\$10,922	(\$422)
Training	\$500	\$292	\$0	\$292
Uniforms	\$500	\$292	\$0	\$292

<b>Total Operating</b>	<b>\$207,801</b>	<b>\$121,217</b>	<b>\$127,681</b>	<b>(\$6,464)</b>
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### Maintenance Expenditures

Canal Maintenance	\$14,000	\$8,167	\$0	\$8,167
Lake Bank Restoration	\$30,000	\$24,000	\$24,000	\$0
Environmental Services	\$20,000	\$11,667	\$1,265	\$10,402
Water Management System	\$99,000	\$57,750	\$66,359	(\$8,609)
Midge Control	\$15,000	\$8,750	\$0	\$8,750
Contingencies	\$2,000	\$1,167	\$3,157	(\$1,991)
Fire Line Maintenance	\$2,000	\$2,000	\$2,000	\$0
Basin Repair	\$3,000	\$1,750	\$117	\$1,633

<b>Total Maintenance</b>	<b>\$185,000</b>	<b>\$115,250</b>	<b>\$96,898</b>	<b>\$18,352</b>
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# Viera East

## Community Development District

General Fund  
Statement of Revenues & Expenditures  
For Period Ending April 30, 2022

Adopted Budget	Prorated Budget 4/30/22	Actual 4/30/22	Variance
-------------------	----------------------------	-------------------	----------

### Grounds Maintenance Expenditures

Salaries	\$166,108	\$96,896	\$77,810	\$19,086
Administrative Fees	\$3,446	\$2,010	\$1,298	\$712
FICA	\$12,707	\$7,412	\$5,676	\$1,737
Health Insurance	\$28,182	\$16,440	\$10,765	\$5,674
Workers Compensation	\$3,256	\$1,899	\$1,295	\$605
Unemployment	\$2,506	\$1,462	\$830	\$632
Telephone	\$6,250	\$3,646	\$3,982	(\$336)
Utilities	\$7,200	\$4,200	\$5,386	(\$1,186)
Property Appraiser	\$1,990	\$1,161	\$1,989	(\$828)
Insurance- Property	\$2,197	\$1,282	\$1,537	(\$255)
Repairs	\$15,000	\$8,750	\$11,917	(\$3,167)
Fuel	\$10,000	\$5,833	\$11,146	(\$5,313)
Park Maintenance	\$7,500	\$4,375	\$5,651	(\$1,276)
Sidewalk Repair	\$10,000	\$5,833	\$0	\$5,833
Chemicals	\$4,000	\$2,333	\$1,869	\$465
Contingencies	\$4,000	\$2,333	\$2,826	(\$493)
Refuse	\$6,000	\$3,500	\$2,640	\$860
Office Supplies	\$750	\$438	\$0	\$438
Uniforms	\$3,000	\$1,750	\$2,099	(\$349)
Fire Alarm System	\$7,500	\$4,375	\$3,581	\$794
Rain Bird Pump System	\$27,576	\$16,086	\$16,319	(\$233)
Park Materials	\$0	\$0	\$1,748	(\$1,748)

<b>Total Grounds Maintenance</b>	<b>\$329,168</b>	<b>\$192,015</b>	<b>\$170,363</b>	<b>\$21,651</b>
----------------------------------	------------------	------------------	------------------	-----------------

<b>Total Expenditures</b>	<b>\$902,484</b>	<b>\$533,855</b>	<b>\$494,290</b>	<b>\$39,566</b>
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<b>Operating Income (Loss)</b>	<b>(\$37,948)</b>	<b>\$279,835</b>	<b>\$335,863</b>	<b>\$56,028</b>
--------------------------------	-------------------	------------------	------------------	-----------------

### Non Operating Revenues/(Expenditures)

Reserve Funding- Transfer Out (Capital Reserve)	(\$5,000)	\$0	\$0	\$0
Reserve Funding- Transfer Out (Excess)	\$0	\$0	\$0	\$0

<b>Total Non Operating Revenues/(Expenditures)</b>	<b>(\$5,000)</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
--	------------------	------------	------------	------------

<b>Excess Revenue/(Expenditures)</b>	<b>(\$42,948)</b>	<b>\$279,835</b>	<b>\$335,863</b>	<b>\$56,028</b>
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<b>Beginning Fund Balance</b>	<b>\$42,948</b>	<b>\$194,315</b>		
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<b>Ending Fund Balance</b>	<b>\$0</b>	<b>\$530,178</b>		
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# Viera East

## Community Development District

Capital Reserve Fund  
Statement of Revenues & Expenditures  
For Period Ending April 30, 2022

Adopted Budget	Prorated Budget 4/30/22	Actual 4/30/22	Variance
-------------------	----------------------------	-------------------	----------

### Revenues

Interest Income	\$1,000	\$583	\$108	(\$475)
Reserve Funding - Transfer In (General)	\$5,000	\$0	\$0	\$0
Reserve Funding - Transfer In (Golf)	\$6,694	\$0	\$0	\$0
Reserve Funding - Transfer In (PY Excess)	\$0	\$0	\$450,000	\$450,000

<b>Total Revenues</b>	<b>\$12,694</b>	<b>\$583</b>	<b>\$450,108</b>	<b>\$449,525</b>
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### Expenditures

Capital Outlay	\$100,000	\$0	\$0	\$0
Truck Maintenance	\$25,000	\$0	\$0	\$0
Transfer Out	\$0	\$0	\$0	\$0

<b>Total Expenditures</b>	<b>\$125,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
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<b>Excess Revenues/(Expenditures)</b>	<b>(\$112,306)</b>	<b>\$450,108</b>		
---------------------------------------	--------------------	------------------	--	--

<b>Beginning Fund Balance</b>	<b>\$315,696</b>	<b>\$306,394</b>		
-------------------------------	------------------	------------------	--	--

<b>Ending Fund Balance</b>	<b>\$203,390</b>	<b>\$756,502</b>		
----------------------------	------------------	------------------	--	--

**Viera East**  
**Community Development District**

Capital Reserve Fund  
Capital Outlay Check Register Detail  
For Period Ending April 30, 2022

Check Date	Vendor	Detail	Amount
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**Capital Outlay**

*FY2022*

**Total**

<b>\$</b>	<b>-</b>
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# Viera East

## Community Development District

Debt Service Fund Series 2006  
Statement of Revenues & Expenditures  
For Period Ending April 30, 2022

	<b>Adopted Budget</b>	<b>Prorated Budget 4/30/22</b>	<b>Actual 4/30/22</b>	<b>Variance</b>
<b><u>Revenues</u></b>				
Special Assessments	\$2,089,942	\$2,019,222	\$2,019,222	\$0
Interest Income	\$100	\$58	\$31	(\$28)
<b>Total Revenues</b>	<b>\$2,090,042</b>	<b>\$2,019,281</b>	<b>\$2,019,253</b>	<b>(\$28)</b>
<b><u>Expenditures</u></b>				
<b><u>Series 2006</u></b>				
Interest-11/1	\$65,119	\$65,119	\$65,119	\$0
Interest-5/1	\$65,119	\$0	\$0	\$0
Principal-5/1	\$2,265,000	\$0	\$0	\$0
<b>Total Expenditures</b>	<b>\$2,395,238</b>	<b>\$65,119</b>	<b>\$65,119</b>	<b>\$0</b>
<b>Excess Revenues/(Expenditures)</b>	<b>(\$305,196)</b>		<b>\$1,954,134</b>	
<b>Beginning Fund Balance</b>	<b>\$458,327</b>		<b>\$458,303</b>	
<b>Ending Fund Balance</b>	<b>\$153,131</b>		<b>\$2,412,437</b>	

# Viera East

## Community Development District

Debt Service Fund Series 2020  
Statement of Revenues & Expenditures  
For Period Ending April 30, 2022

	Adopted Budget	Prorated Budget 4/30/22	Actual 4/30/22	Variance
<u>Revenues</u>				
Interest Income	\$500	\$292	\$13	(\$279)
<b>Total Revenues</b>	<b>\$500</b>	<b>\$292</b>	<b>\$13</b>	<b>(\$279)</b>
<u>Expenditures</u>				
<u>Series 2020</u>				
Interest-11/1	\$90,308	\$90,308	\$90,308	\$0
Interest-5/1	\$90,308	\$0	\$0	\$0
<b>Total Expenditures</b>	<b>\$180,615</b>	<b>\$90,308</b>	<b>\$90,308</b>	<b>\$0</b>
<b>Excess Revenues/(Expenditures)</b>	<b>(\$180,115)</b>		<b>(\$90,295)</b>	
<b>Beginning Fund Balance</b>	<b>\$270,953</b>		<b>\$505,547</b>	
<b>Ending Fund Balance</b>	<b>\$90,838</b>		<b>\$415,252</b>	

# Viera East

## Community Development District

Capital Projects Fund Series 2020  
Statement of Revenues & Expenditures  
For Period Ending April 30, 2022

	<b>Actual</b>
	<b>4/30/22</b>
<u>Revenues</u>	
Interest Income	\$119
<b>Total Revenues</b>	<b>\$119</b>
<u>Expenditures</u>	
Capital Outlay	\$195,058
Cost of Issuance	\$0
<b>Total Expenditures</b>	<b>\$195,058</b>
<b>Excess Revenues/(Expenditures)</b>	<b>(\$194,939)</b>
<b>Beginning Fund Balance</b>	<b>\$4,784,204</b>
<b>Ending Fund Balance</b>	<b>\$4,589,265</b>

**Viera East**  
**Community Development District**  
Golf Course/Recreation Fund - Operations  
Statement of Revenues & Expenditures  
For Period Ending April 30, 2022

	Adopted Budget	Current Month			Year-to-Date		
		Actuals	Budget	Variance	Actuals	Budget	Variance
<i>Number of Rounds</i>							
Paid Rounds	35,250	4,648	3,627	1,021	28,147	22,976	5,171
Member Rounds	10,000	864	1,029	(165)	5,881	6,518	(637)
Comp Rounds	3,000	137	309	(172)	1,369	1,955	(586)
EZ Links	3,000	0	309	(309)	-	1,889	(1,889)
GolfNow	2,000	276	206	70	1,659	1,304	355
Total Memberships	60	7	-	7	51	60	(9)
<i>Revenue per Round</i>							
Paid Rounds	\$40	\$40	\$42	(\$2)	\$43	\$43	\$0
<i>Revenues</i>							
Greens Fees	\$1,426,357	\$185,022	\$153,333	\$31,689	\$1,208,549	\$985,613	\$222,936
Gift Cards- Sales	\$25,000	\$665	\$2,688	(\$2,023)	\$6,315	\$17,275	(\$10,960)
Gift Cards- Usage	(\$25,000)	(\$1,335)	(\$2,688)	\$1,353	(\$11,480)	(\$17,275)	\$5,795
Season Advance/Trail Fees	\$210,000	\$24,956	\$22,575	\$2,381	\$167,227	\$145,110	\$22,117
Associate Memberships	\$42,000	\$2,212	\$4,515	(\$2,303)	\$22,522	\$29,022	(\$6,500)
Driving Range	\$80,000	\$10,812	\$8,600	\$2,212	\$64,886	\$55,280	\$9,606
Golf Lessons	\$2,100	\$335	\$226	\$109	\$1,545	\$1,451	\$94
Merchandise Sales	\$115,000	\$14,745	\$12,363	\$2,383	\$75,179	\$79,465	(\$4,286)
Assessments -Recreation Operating	\$18,239	\$1,519	\$1,519	\$0	\$10,635	\$10,635	\$0
Miscellaneous Income	\$15,000	\$797	\$1,250	(\$452)	\$4,222	\$8,747	(\$4,524)
<b>Total Revenues</b>	<b>\$1,908,696</b>	<b>\$239,730</b>	<b>\$204,380</b>	<b>\$35,349</b>	<b>\$1,549,601</b>	<b>\$1,315,322</b>	<b>\$234,278</b>
<i>Golf Course Expenditures</i>							
Other Contractual Services	\$15,000	\$1,269	\$1,250	(\$20)	\$8,669	\$8,747	\$78
Telephone	\$2,500	\$194	\$208	\$14	\$895	\$1,458	\$563
Postage	\$2,000	\$0	\$167	\$167	\$0	\$1,166	\$1,166
Printing & Binding	\$1,000	\$0	\$83	\$83	\$0	\$583	\$583
Utilities	\$15,900	\$335	\$1,324	\$990	\$2,837	\$9,271	\$6,435
Repairs & Maintenance	\$8,000	\$1,020	\$666	(\$354)	\$13,777	\$4,665	(\$9,112)
Marketing- Golf Marketing	\$39,000	\$974	\$3,249	\$2,275	\$11,772	\$22,741	\$10,969
Bank Charges	\$35,000	\$249	\$2,916	\$2,667	\$28,052	\$20,409	(\$7,644)
Office Supplies	\$4,000	\$292	\$333	\$41	\$2,505	\$2,332	(\$172)
Operating Supplies	\$5,000	\$332	\$417	\$85	\$1,907	\$2,916	\$1,008
Dues, Licenses & Subscriptions	\$8,000	\$0	\$666	\$666	\$8,281	\$4,665	(\$3,616)
Drug Testing- All departments	\$500	\$0	\$42	\$42	\$0	\$292	\$292
Training, Education & Employee Relations	\$3,000	\$0	\$250	\$250	\$397	\$1,749	\$1,352
Contractual Security	\$3,000	\$0	\$250	\$250	\$419	\$1,749	\$1,331
IT Services	\$3,000	\$0	\$250	\$250	\$2,947	\$1,749	(\$1,198)
<b>Total Golf Course Expenditures</b>	<b>\$144,900</b>	<b>\$4,664</b>	<b>\$12,070</b>	<b>\$7,406</b>	<b>\$82,457</b>	<b>\$84,491</b>	<b>\$2,035</b>

**Viera East**  
**Community Development District**  
Golf Course/Recreation Fund - Operations  
Statement of Revenues & Expenditures  
For Period Ending April 30, 2022

	Adopted Budget	Actuals	Current Month Budget	Variance	Actuals	Year-to-Date Budget	Variance
Golf Operation Expenditures							
Salaries	\$239,595	\$22,417	\$19,965	(\$2,452)	\$131,492	\$139,758	\$8,266
Administrative Fee	\$19,039	\$1,435	\$1,587	\$152	\$9,573	\$11,106	\$1,532
FICA Expense	\$18,329	\$1,693	\$1,527	(\$165)	\$9,960	\$10,691	\$732
Health Insurance	\$739	\$1,660	\$62	(\$1,599)	\$5,392	\$431	(\$4,961)
Workers Compensation	\$4,696	\$354	\$391	\$37	\$2,182	\$2,739	\$557
Unemployment	\$12,835	\$672	\$1,070	\$398	\$3,306	\$7,487	\$4,181
Golf Printing	\$2,200	\$0	\$183	\$183	\$1,574	\$1,283	(\$290)
Utilities	\$22,500	\$1,905	\$1,875	(\$30)	\$12,576	\$13,125	\$549
Repairs	\$250	\$0	\$21	\$21	\$1,446	\$146	(\$1,300)
Pest Control	\$1,200	\$95	\$100	\$5	\$696	\$700	\$4
Supplies	\$10,000	\$282	\$833	\$551	\$7,096	\$5,833	(\$1,263)
Uniforms	\$1,500	\$0	\$125	\$125	\$0	\$875	\$875
Training, Education & Employee Relations	\$2,000	\$0	\$167	\$167	\$0	\$1,167	\$1,166
Fuel	\$500	\$0	\$42	\$42	\$0	\$292	\$292
Cart Lease	\$87,763	\$7,072	\$7,314	\$242	\$50,279	\$51,195	\$916
Cart Maintenance	\$4,000	\$0	\$333	\$333	\$2,441	\$2,333	(\$107)
Driving Range	\$10,000	\$809	\$833	\$24	\$5,843	\$5,833	(\$10)
Total Golf Operation Expenditures	\$437,146	\$38,394	\$36,428	(\$1,966)	\$243,857	\$254,995	\$11,138
Merchandise Sales							
Cost of Goods Sold	\$77,000	\$6,520	\$6,417	(\$104)	\$47,969	\$44,917	(\$3,052)
Total Merchandise Sales	\$77,000	\$6,520	\$6,417	(\$104)	\$47,969	\$44,917	(\$3,052)

**Viera East**  
**Community Development District**  
Golf Course/Recreation Fund - Operations  
Statement of Revenues & Expenditures  
For Period Ending April 30, 2022

	Adopted Budget	Current Month			Year-to-Date		
		Actuals	Budget	Variance	Actuals	Budget	Variance
Golf Course Maintenance							
Salaries	\$420,047	\$34,364	\$35,004	\$640	\$247,263	\$245,027	(\$2,235)
Administrative Fees	\$9,595	\$632	\$800	\$167	\$4,570	\$5,597	\$1,027
FICA Expense	\$32,134	\$2,563	\$2,678	\$115	\$18,482	\$18,745	\$263
Employee Insurance	\$43,225	\$2,592	\$3,602	\$1,010	\$20,404	\$25,215	\$4,810
Workers Compensation	\$9,341	\$543	\$778	\$235	\$4,124	\$5,449	\$1,324
Unemployment	\$7,165	\$161	\$597	\$436	\$3,351	\$4,180	\$829
Fire Alarm System	\$4,000	\$0	\$333	\$333	\$0	\$2,333	\$2,333
Utilities/Water	\$26,200	\$2,544	\$2,183	(\$361)	\$14,721	\$15,283	\$562
Repairs	\$48,000	\$1,555	\$4,000	\$2,445	\$18,994	\$28,000	\$9,006
Fuel & Oil	\$40,000	\$6,350	\$3,333	(\$3,016)	\$22,994	\$23,333	\$339
Pest Control	\$1,000	\$104	\$83	(\$20)	\$706	\$583	(\$122)
Irrigation/Drainage	\$30,000	\$1,138	\$2,500	\$1,362	\$8,220	\$17,500	\$9,280
Sand and Topsoil	\$26,500	\$341	\$2,208	\$1,868	\$7,493	\$15,458	\$7,966
Flower/Mulch	\$7,000	\$0	\$583	\$583	\$4,531	\$4,083	(\$448)
Fertilizer	\$139,000	\$19,638	\$11,583	(\$8,055)	\$109,439	\$81,083	(\$28,356)
Seed/Sod	\$16,500	\$0	\$1,375	\$1,375	\$0	\$9,625	\$9,625
Trash Removal	\$2,000	\$207	\$167	(\$40)	\$1,484	\$1,167	(\$317)
Contingency	\$6,000	\$0	\$500	\$500	\$8,308	\$8,308	\$0
First Aid	\$800	\$0	\$67	\$67	\$291	\$467	\$176
Office Supplies	\$1,000	\$0	\$83	\$83	\$0	\$583	\$583
Operating Supplies	\$15,000	\$1,023	\$1,250	\$227	\$9,585	\$8,750	(\$835)
Training	\$1,000	\$275	\$83	(\$192)	\$1,429	\$583	(\$845)
Janitorial Supplies	\$1,000	\$0	\$83	\$83	\$40	\$583	\$543
Janitorial Services	\$20,000	\$950	\$1,667	\$717	\$6,622	\$11,667	\$5,045
Soil & Water Testing	\$1,000	\$0	\$83	\$83	\$1,663	\$583	(\$1,080)
Uniforms	\$8,500	\$819	\$708	(\$110)	\$6,067	\$4,958	(\$1,109)
Equipment Rental	\$2,000	\$33	\$167	\$134	\$234	\$1,167	\$933
Equipment Lease	\$177,975	\$22,493	\$14,831	(\$7,662)	\$95,247	\$103,819	\$8,572
Small Tools	\$500	\$0	\$42	\$42	\$0	\$292	\$292
Total Golf Course Maintenance	\$1,096,482	\$98,323	\$91,374	(\$6,949)	\$616,262	\$644,423	\$28,161



**Viera East**  
**Community Development District**  
Golf Course/Recreation Fund - Operations  
Statement of Revenues & Expenditures  
For Period Ending April 30, 2022

	Adopted Budget	Actuals	Current Month Budget	Variance	Actuals	Year-to-Date Budget	Variance
Administrative Expenditures							
Legal Fees	\$1,500	\$0	\$125	\$125	\$0	\$875	\$875
Engineering	\$0	\$0	\$0	\$0	\$210	\$0	(\$210)
Arbitrage	\$600	\$450	\$50	(\$400)	\$450	\$350	(\$100)
Dissemination	\$1,000	\$83	\$83	\$0	\$583	\$583	\$0
Trustee Fees	\$4,100	\$8,178	\$342	(\$7,837)	\$8,178	\$2,392	(\$5,787)
Annual Audit	\$1,500	\$0	\$125	\$125	\$0	\$875	\$875
Golf Course Administrative Services	\$56,280	\$4,690	\$4,690	\$0	\$32,830	\$32,830	\$0
Insurance	\$85,019	\$7,745	\$7,085	(\$660)	\$53,925	\$49,594	(\$4,330)
Property Taxes	\$10,000	\$740	\$833	\$93	\$9,153	\$5,833	(\$3,320)
Total Administrative Expenditures	\$159,999	\$21,887	\$13,333	(\$8,554)	\$105,330	\$93,333	(\$11,997)
Total Revenues	\$1,908,696	\$239,730	\$204,380	\$35,349	\$1,549,601	\$1,315,322	\$234,278
Total Expenditures	\$1,915,527	\$169,788	\$159,621	(\$10,167)	\$1,095,874	\$1,122,158	\$26,285
Operating Income (Loss)	(\$6,831)	\$69,941	\$44,759	\$25,182	\$453,727	\$193,164	\$260,563
Non Operating Revenues/(Expenditures)							
Special Assessments	\$560,250	\$46,688	\$46,688	\$1	\$326,817	\$326,813	\$4
Interest Income	\$1,000	\$1	\$83	(\$82)	\$8	\$583	(\$575)
Reserve Funding- Transfer Out (Capital Reserve)	(\$6,694)	\$0	(\$558)	(\$558)	\$0	(\$3,905)	\$3,905
Reserve Funding- Transfer Out (PY Excess)	\$0	\$0	\$0	\$0	(\$450,000)	\$0	(\$450,000)
Interfund Transfer In- Restaurant	\$17,700	\$0	\$0	\$0	\$0	\$0	\$0
Gain on Sale of Asset	\$0	\$0	\$0	\$0	\$300	\$0	\$300
Interest Expense	(\$140,425)	(\$11,702)	(\$11,702)	\$0	(\$81,915)	(\$81,915)	\$0
Principal Expense	(\$425,000)	(\$35,417)	(\$35,417)	(\$0)	(\$246,917)	(\$247,917)	\$1,000
Total Non Operating Revenues/(Expenditures)	\$6,831	(\$429)	(\$906)	(\$639)	(\$451,706)	(\$6,340)	(\$445,366)
Change in Net Assets	\$0	\$69,512	\$43,853	\$24,543	\$2,021	\$186,824	(\$184,803)
Beginning Net Assets	\$0	----	----	----	(\$328,497)	----	----
Ending Net Assets	\$0	----	----	----	(\$326,476)	----	----

**Viera East**  
**Community Development District**  
 Restaurant- Hook & Eagle  
 Statement of Revenues & Expenditures  
 For Period Ending April 30, 2022

	<b>Adopted Budget</b>	<b>Prorated Budget 4/30/22</b>	<b>Actual 4/30/22</b>	<b>Variance</b>
<u><b>Revenues</b></u>				
Food Sales	\$9,200	\$5,367	\$131,760	\$126,393
Wine Sales	\$400	\$233	\$6,406	\$6,173
Beer Sales	\$6,400	\$3,733	\$80,711	\$76,978
Beverage Sales	\$1,600	\$933	\$20,390	\$19,457
Liquor Sales	\$2,400	\$1,400	\$43,147	\$41,747
Gift Card Sales	\$0	\$0	\$7,768	\$7,768
Gift Cards Usage	\$0	\$0	\$0	\$0
<b>Total Revenues</b>	<b>\$20,000</b>	<b>\$11,667</b>	<b>\$290,183</b>	<b>\$278,516</b>
<u><b>Restaurant Expenditures</b></u>				
Restaurant Manager Contract	\$0	\$0	\$37,917	(\$37,917)
Salaries	\$0	\$0	\$82,499	(\$82,499)
Administrative Fee	\$0	\$0	\$3,733	(\$3,733)
FICA Expense	\$0	\$0	\$8,764	(\$8,764)
Health Insurance	\$0	\$0	\$6,695	(\$6,695)
Workers Compensation	\$0	\$0	\$1,307	(\$1,307)
Unemployment	\$0	\$0	\$3,724	(\$3,724)
Telephone	\$0	\$0	\$1,931	(\$1,931)
Utilities	\$0	\$0	\$5,966	(\$5,966)
Pest Control	\$1,200	\$700	\$692	\$8
Equipment Lease	\$1,100	\$642	\$705	(\$63)
Repairs	\$0	\$0	\$6,496	(\$6,496)
Kitchen Equipment/Supplies	\$0	\$0	\$1,400	(\$1,400)
Paper & Plastic Supplies	\$0	\$0	\$5,240	(\$5,240)
Operating Supplies	\$0	\$0	\$20,118	(\$20,118)
Food Cost	\$0	\$0	\$50,077	(\$50,077)
Snack Cost	\$0	\$0	\$4,281	(\$4,281)
Beer Cost	\$0	\$0	\$31,775	(\$31,775)
Beverage Cost	\$0	\$0	\$10,761	(\$10,761)
Wine Cost	\$0	\$0	\$2,318	(\$2,318)
Liquor Cost	\$0	\$0	\$11,553	(\$11,553)
First Aid	\$0	\$0	\$188	(\$188)
Entertainment	\$0	\$0	\$5,800	(\$5,800)
Delivery/Gas	\$0	\$0	\$1,878	(\$1,878)
Uniforms	\$0	\$0	\$474	(\$474)
Dues & License	\$0	\$0	\$4,029	(\$4,029)
<b>Total Restaurant Expenditures</b>	<b>\$2,300</b>	<b>\$1,342</b>	<b>\$310,321</b>	<b>(\$308,979)</b>
<b>Operating Income (Loss)</b>	<b>\$17,700</b>	<b>\$10,325</b>	<b>(\$20,138)</b>	<b>(\$30,463)</b>
<u><b>Non Operating Revenues/(Expenditures)</b></u>				
Interfund Transfer Out- Golf Course	(\$17,700)	\$0	\$0	\$0
<b>Total Non Operating Revenues/(Expenditures)</b>	<b>(\$17,700)</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>Excess Revenue/(Expenditures)</b>	<b>\$0</b>	<b>\$10,325</b>	<b>(\$20,138)</b>	<b>(\$30,463)</b>
<b>Beginning Fund Balance</b>	<b>\$0</b>		<b>\$0</b>	
<b>Ending Fund Balance</b>	<b>\$0</b>		<b>(\$20,138)</b>	

**Viera East General Fund  
Month to Month**

	October	November	December	January	February	March	April	May	June	July	August	September	Total
<i>Revenues</i>													
Maintenance Assessments	\$0	\$231,577	\$488,701	\$10,364	\$16,052	\$5,215	\$28,893	\$0	\$0	\$0	\$0	\$0	\$780,802
Golf Course Administrative Services	\$4,690	\$4,690	\$4,690	\$4,690	\$4,690	\$4,690	\$4,690	\$0	\$0	\$0	\$0	\$0	\$32,830
Donations for Park Material	\$1,250	\$1,200	\$0	\$1,200	\$0	\$0	\$625	\$0	\$0	\$0	\$0	\$0	\$4,275
Miscellaneous Income- Farmers Market	\$745	\$777	\$863	\$2,896	\$715	\$5,194	\$1,003	\$0	\$0	\$0	\$0	\$0	\$12,191
Interest Income	\$52	\$0	\$0	\$1	\$1	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$55
<b>Total Revenues</b>	<b>\$6,737</b>	<b>\$238,244</b>	<b>\$494,253</b>	<b>\$19,151</b>	<b>\$21,458</b>	<b>\$15,099</b>	<b>\$35,211</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$830,153</b>
<i>Administrative Expenditures</i>													
Supervisors Fees	\$1,343	\$2,247	\$2,473	\$1,341	\$2,471	\$2,367	\$2,243	\$0	\$0	\$0	\$0	\$0	\$14,486
Engineering Fees	\$0	\$0	\$0	\$0	\$0	\$1,025	\$0	\$0	\$0	\$0	\$0	\$0	\$1,025
Attorney's Fees	\$0	\$3,289	\$2,879	\$1,096	\$1,538	\$0	\$8	\$0	\$0	\$0	\$0	\$0	\$8,809
Dissemination	\$83	\$83	\$83	\$83	\$83	\$83	\$83	\$0	\$0	\$0	\$0	\$0	\$583
Trustee Fees	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Annual Audit	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Collection Agent	\$208	\$208	\$208	\$208	\$208	\$208	\$208	\$0	\$0	\$0	\$0	\$0	\$1,458
Management Fees	\$8,621	\$8,621	\$8,621	\$8,621	\$8,621	\$8,621	\$8,621	\$0	\$0	\$0	\$0	\$0	\$60,348
Postage	\$3	\$25	\$790	\$145	\$0	(\$129)	\$64	\$0	\$0	\$0	\$0	\$0	\$898
Printing & Binding	\$32	\$83	\$99	\$111	\$3	\$3,565	\$88	\$0	\$0	\$0	\$0	\$0	\$3,980
Insurance- Liability	\$583	\$583	\$583	\$583	\$583	\$583	\$583	\$0	\$0	\$0	\$0	\$0	\$4,081
Legal Advertising	\$0	\$0	\$623	\$174	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$797
Other Current Charges	\$82	\$25	\$23	\$0	\$0	\$27	\$20	\$0	\$0	\$0	\$0	\$0	\$177
Office Supplies	\$0	\$10	\$10	\$10	\$0	\$10	\$10	\$0	\$0	\$0	\$0	\$0	\$50
Dues & Licenses	\$175	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$175
Information Technology	\$354	\$354	\$354	\$354	\$354	\$354	\$354	\$0	\$0	\$0	\$0	\$0	\$2,479
<b>Total Administrative</b>	<b>\$11,485</b>	<b>\$15,528</b>	<b>\$16,747</b>	<b>\$12,726</b>	<b>\$13,862</b>	<b>\$16,715</b>	<b>\$12,283</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$99,347</b>
<i>Operating Expenditures</i>													
Salaries	\$13,286	\$12,015	\$13,478	\$12,571	\$11,895	\$12,260	\$13,512	\$0	\$0	\$0	\$0	\$0	\$89,016
Administration Fee	\$100	\$91	\$99	\$88	\$85	\$88	\$97	\$0	\$0	\$0	\$0	\$0	\$649
FICA Expense	\$914	\$805	\$915	\$993	\$882	\$909	\$1,002	\$0	\$0	\$0	\$0	\$0	\$6,420
Health Insurance	\$804	\$812	\$1,653	\$1,718	\$1,718	\$1,718	\$1,536	\$0	\$0	\$0	\$0	\$0	\$9,960
Workers Compensation	\$239	\$216	\$243	\$188	\$188	\$194	\$213	\$0	\$0	\$0	\$0	\$0	\$1,481
Unemployment	\$0	\$0	\$86	\$483	\$89	\$2	\$6	\$0	\$0	\$0	\$0	\$0	\$666
Other Contractual	\$1,008	\$857	\$933	\$1,369	\$1,658	\$1,368	\$1,374	\$0	\$0	\$0	\$0	\$0	\$8,566
Marketing- Lifestyle/Amenities	\$2,400	\$783	\$1,437	\$1,200	\$1,200	\$1,503	\$2,400	\$0	\$0	\$0	\$0	\$0	\$10,922
Training	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Uniforms	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>Total Operating</b>	<b>\$18,751</b>	<b>\$15,579</b>	<b>\$18,844</b>	<b>\$18,610</b>	<b>\$17,715</b>	<b>\$18,042</b>	<b>\$20,140</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$127,681</b>

**Viera East General Fund  
Month to Month**

	October	November	December	January	February	March	April	May	June	July	August	September	Total
<i>Maintenance Expenditures</i>													
Canal Maintenance	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Lake Bank Restoration	\$0	\$0	\$0	\$24,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$24,000
Environmental Services	\$0	\$0	\$0	\$0	\$0	\$720	\$545	\$0	\$0	\$0	\$0	\$0	\$1,265
Water Management System	\$8,368	\$10,218	\$9,768	\$9,343	\$9,193	\$10,903	\$8,568	\$0	\$0	\$0	\$0	\$0	\$66,359
Midge Control	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Contingencies	\$0	\$0	\$0	\$1,200	\$0	\$0	\$1,957	\$0	\$0	\$0	\$0	\$0	\$3,157
Fire Line Maintenance	\$2,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,000
Basin Repair	\$0	\$0	\$0	\$0	\$0	\$0	\$117	\$0	\$0	\$0	\$0	\$0	\$117
<b>Total Maintenance</b>	<b>\$10,368</b>	<b>\$10,218</b>	<b>\$9,768</b>	<b>\$34,543</b>	<b>\$9,193</b>	<b>\$11,623</b>	<b>\$11,188</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$96,898</b>
<i>Grounds Maintenance Expenditures</i>													
Salaries	\$12,209	\$10,821	\$12,528	\$9,815	\$10,162	\$10,763	\$11,512	\$0	\$0	\$0	\$0	\$0	\$77,810
Administrative Fees	\$200	\$182	\$163	\$212	\$171	\$176	\$194	\$0	\$0	\$0	\$0	\$0	\$1,298
FICA	\$894	\$792	\$922	\$710	\$742	\$776	\$840	\$0	\$0	\$0	\$0	\$0	\$5,676
Health Insurance	\$1,079	\$1,630	\$1,376	\$1,721	\$1,721	\$1,721	\$1,516	\$0	\$0	\$0	\$0	\$0	\$10,765
Workers Compensation	\$220	\$195	\$215	\$155	\$161	\$168	\$182	\$0	\$0	\$0	\$0	\$0	\$1,295
Unemployment	\$0	\$0	\$172	\$178	\$307	\$138	\$35	\$0	\$0	\$0	\$0	\$0	\$830
Telephone	\$557	\$611	\$555	\$545	\$545	\$586	\$584	\$0	\$0	\$0	\$0	\$0	\$3,982
Utilities	\$904	\$830	\$684	\$879	\$779	\$675	\$637	\$0	\$0	\$0	\$0	\$0	\$5,386
Property Appraiser	\$0	\$0	\$1,989	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,989
Insurance- Property	\$220	\$220	\$220	\$220	\$220	\$220	\$220	\$0	\$0	\$0	\$0	\$0	\$1,537
Repairs	\$1,095	\$5,140	\$454	\$47	\$1,332	\$3,765	\$86	\$0	\$0	\$0	\$0	\$0	\$11,917
Fuel	\$2,254	\$450	\$1,330	\$1,497	\$1,387	\$1,101	\$3,127	\$0	\$0	\$0	\$0	\$0	\$11,146
Park Maintenance	\$0	\$0	\$146	\$803	\$2,232	\$589	\$1,881	\$0	\$0	\$0	\$0	\$0	\$5,651
Sidewalk Repair	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Chemicals	\$0	\$459	\$663	\$0	\$0	\$746	\$0	\$0	\$0	\$0	\$0	\$0	\$1,869
Contingencies	\$0	\$800	\$0	\$926	\$0	\$1,100	\$0	\$0	\$0	\$0	\$0	\$0	\$2,826
Refuse	\$240	\$480	\$240	\$480	\$480	\$720	\$0	\$0	\$0	\$0	\$0	\$0	\$2,640
Office Supplies	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Uniforms	\$215	\$161	\$350	\$259	\$259	\$641	\$215	\$0	\$0	\$0	\$0	\$0	\$2,099
Fire Alarm System	\$512	\$512	\$512	\$512	\$512	\$512	\$512	\$0	\$0	\$0	\$0	\$0	\$3,581
Rain Bird Pump System	\$2,298	\$2,298	\$2,528	\$2,298	\$2,298	\$2,298	\$2,298	\$0	\$0	\$0	\$0	\$0	\$16,319
Park Materials	\$0	\$1,748	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,748
<b>Total Grounds Maintenance</b>	<b>\$22,896</b>	<b>\$27,328</b>	<b>\$25,045</b>	<b>\$21,257</b>	<b>\$23,306</b>	<b>\$26,693</b>	<b>\$23,838</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$170,363</b>
<b>Total Expenditures</b>	<b>\$63,499</b>	<b>\$68,652</b>	<b>\$70,403</b>	<b>\$87,137</b>	<b>\$64,076</b>	<b>\$73,073</b>	<b>\$67,449</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$494,290</b>
<b>Operating Income (Loss)</b>	<b>(\$56,762)</b>	<b>\$169,592</b>	<b>\$423,850</b>	<b>(\$67,986)</b>	<b>(\$42,618)</b>	<b>(\$57,974)</b>	<b>(\$32,238)</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$335,863</b>
<i>Non Operating Revenues/(Expenditures)</i>													
Reserve Funding- Transfer Out (Capital Reserve)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Reserve Funding- Transfer Out (Excess)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>Total Non Operating Revenues/Expenditures</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>Excess Revenue/(Expenditures)</b>	<b>(\$56,762)</b>	<b>\$169,592</b>	<b>\$423,850</b>	<b>(\$67,986)</b>	<b>(\$42,618)</b>	<b>(\$57,974)</b>	<b>(\$32,238)</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$335,863</b>

**Viera East Golf Course  
Month to Month**

	October	November	December	January	February	March	April	May	June	July	August	September	Total
<i>Number of Rounds</i>													
Paid Rounds	3,263	3,227	3,817	3,732	4,526	4,934	4,648	0	0	0	0	0	28,147
Member Rounds	701	814	784	794	870	1,054	864	0	0	0	0	0	5,881
Comp Rounds	214	329	156	234	142	157	137	0	0	0	0	0	1,369
EZ Links	0	0	0	0	0	0	0	0	0	0	0	0	-
GolfNow	308	71	293	178	246	287	276	0	0	0	0	0	1,659
<i>Revenue per Round</i>													
Paid Rounds	\$40	\$40	\$40	\$46	\$46	\$47	\$40	\$0	\$0	\$0	\$0	\$0	\$298
<b><u>Revenues:</u></b>													
Greens Fees	\$129,023	\$129,054	\$153,395	\$170,075	\$207,689	\$234,291	\$185,022	\$0	\$0	\$0	\$0	\$0	\$1,208,549
Gift Cards - Sales	\$349	\$397	\$3,300	\$219	\$706	\$680	\$665	\$0	\$0	\$0	\$0	\$0	\$6,315
Gift Cards - Usage	(\$1,925)	(\$281)	(\$1,538)	(\$2,627)	(\$2,218)	(\$1,556)	(\$1,335)	\$0	\$0	\$0	\$0	\$0	(\$11,480)
Season Advance/Trail Fees	\$20,573	\$22,472	\$21,895	\$24,159	\$26,317	\$26,856	\$24,956	\$0	\$0	\$0	\$0	\$0	\$167,227
Associate Memberships	\$1,738	\$2,565	\$3,555	\$4,582	\$3,792	\$4,078	\$2,212	\$0	\$0	\$0	\$0	\$0	\$22,522
Driving Range	\$7,266	\$7,328	\$10,607	\$7,590	\$9,971	\$11,312	\$10,812	\$0	\$0	\$0	\$0	\$0	\$64,886
Golf Lessons	\$175	\$175	\$175	\$175	\$175	\$335	\$335	\$0	\$0	\$0	\$0	\$0	\$1,545
Merchandise Sales	\$12,204	\$7,720	\$10,220	\$8,083	\$10,009	\$12,199	\$14,745	\$0	\$0	\$0	\$0	\$0	\$75,179
Special Assessments - Operations	\$1,519	\$1,519	\$1,519	\$1,519	\$1,519	\$1,519	\$1,519	\$0	\$0	\$0	\$0	\$0	\$10,635
Miscellaneous Income	\$574	\$253	\$404	\$417	\$486	\$1,291	\$797	\$0	\$0	\$0	\$0	\$0	\$4,222
<b>Total Revenues</b>	<b>\$171,495</b>	<b>\$171,201</b>	<b>\$203,533</b>	<b>\$214,192</b>	<b>\$258,445</b>	<b>\$291,004</b>	<b>\$239,730</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$1,549,601</b>
<b><u>Golf Course Expenditures:</u></b>													
Other Contractual Services	\$1,246	\$1,763	\$609	\$1,232	\$1,281	\$1,268	\$1,269	\$0	\$0	\$0	\$0	\$0	\$8,669
Telephone/Internet	\$106	\$106	\$106	\$106	\$106	\$171	\$194	\$0	\$0	\$0	\$0	\$0	\$895
Postage	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Printing & Binding	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Utilities	\$342	\$393	\$671	\$338	\$356	\$402	\$335	\$0	\$0	\$0	\$0	\$0	\$2,837
Repairs & Maintenance	\$2,527	\$2,610	\$1,886	\$2,006	\$2,910	\$818	\$1,020	\$0	\$0	\$0	\$0	\$0	\$13,777
Advertising	\$1,735	\$1,748	\$2,434	\$1,739	\$1,329	\$1,814	\$974	\$0	\$0	\$0	\$0	\$0	\$11,772
Bank Charges	\$2,979	\$4,423	\$4,390	\$6,157	\$5,709	\$4,145	\$249	\$0	\$0	\$0	\$0	\$0	\$28,052
Office Supplies	\$636	\$129	\$340	\$238	\$230	\$640	\$292	\$0	\$0	\$0	\$0	\$0	\$2,505
Operating Supplies	\$157	\$164	\$516	\$434	\$179	\$125	\$332	\$0	\$0	\$0	\$0	\$0	\$1,907
Dues, Licenses & Subscriptions	\$180	\$0	\$388	\$0	\$7,140	\$573	\$0	\$0	\$0	\$0	\$0	\$0	\$8,281
Drug Testing - All Departments	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Training, Education & Employee Relations	\$0	\$91	\$234	\$73	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$397
Contractual Security	\$0	\$0	\$268	\$151	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$419
IT Services	\$810	\$0	\$575	\$1,230	\$0	\$332	\$0	\$0	\$0	\$0	\$0	\$0	\$2,947
<b>Total Golf Course Expenditures</b>	<b>\$10,719</b>	<b>\$11,426</b>	<b>\$12,416</b>	<b>\$13,704</b>	<b>\$19,240</b>	<b>\$10,288</b>	<b>\$4,664</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$82,457</b>

**Viera East Golf Course  
Month to Month**

	October	November	December	January	February	March	April	May	June	July	August	September	Total
<i><u>Golf Operations:</u></i>													
Salaries	\$19,463	\$16,253	\$17,856	\$16,580	\$17,980	\$20,943	\$22,417	\$0	\$0	\$0	\$0	\$0	\$131,492
Administrative Fee	\$1,427	\$1,298	\$1,510	\$1,216	\$1,334	\$1,353	\$1,435	\$0	\$0	\$0	\$0	\$0	\$9,573
FICA Expense	\$1,475	\$1,231	\$1,352	\$1,256	\$1,363	\$1,590	\$1,693	\$0	\$0	\$0	\$0	\$0	\$9,960
Health Insurance	\$521	\$596	\$663	\$631	\$689	\$631	\$1,660	\$0	\$0	\$0	\$0	\$0	\$5,392
Workers Compensation	\$350	\$293	\$308	\$262	\$284	\$331	\$354	\$0	\$0	\$0	\$0	\$0	\$2,182
Unemployment	\$401	\$266	\$403	\$591	\$642	\$331	\$672	\$0	\$0	\$0	\$0	\$0	\$3,306
Golf Printing	\$0	\$0	\$0	\$1,574	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,574
Utilities	\$342	\$2,726	\$1,459	\$903	\$3,212	\$2,031	\$1,905	\$0	\$0	\$0	\$0	\$0	\$12,576
Repairs	\$50	\$0	\$0	\$0	\$0	\$1,396	\$0	\$0	\$0	\$0	\$0	\$0	\$1,446
Pest Control	\$122	\$95	\$99	\$95	\$95	\$95	\$95	\$0	\$0	\$0	\$0	\$0	\$696
Supplies	\$508	\$1,371	\$1,697	\$1,906	\$910	\$423	\$282	\$0	\$0	\$0	\$0	\$0	\$7,096
Uniforms	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Training, Education & Employee Relations	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Fuel	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Cart Lease	\$7,363	\$7,072	\$6,908	\$7,169	\$7,333	\$7,363	\$7,072	\$0	\$0	\$0	\$0	\$0	\$50,279
Cart Maintenance	\$1,148	\$33	\$0	\$0	\$0	\$1,260	\$0	\$0	\$0	\$0	\$0	\$0	\$2,441
Driving Range	\$0	\$3,000	\$1,015	\$365	\$250	\$404	\$809	\$0	\$0	\$0	\$0	\$0	\$5,843
<b>Total Golf Operation Expenditures</b>	<b>\$33,170</b>	<b>\$34,233</b>	<b>\$33,270</b>	<b>\$32,547</b>	<b>\$34,092</b>	<b>\$38,151</b>	<b>\$38,394</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$243,857</b>
<i><u>Merchandise Sales:</u></i>													
Cost of Goods Sold	\$5,774	\$4,835	\$9,352	\$3,250	\$9,910	\$8,328	\$6,520	\$0	\$0	\$0	\$0	\$0	\$47,969
<b>Total Merchandise Sales</b>	<b>\$5,774</b>	<b>\$4,835</b>	<b>\$9,352</b>	<b>\$3,250</b>	<b>\$9,910</b>	<b>\$8,328</b>	<b>\$6,520</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$47,969</b>

**Viera East Golf Course  
Month to Month**

	October	November	December	January	February	March	April	May	June	July	August	September	Total
<u><i>Golf Course Maintenance:</i></u>													
Salaries	\$38,081	\$36,410	\$40,894	\$34,707	\$31,197	\$31,610	\$34,364	\$0	\$0	\$0	\$0	\$0	\$247,263
Administrative Fees	\$701	\$674	\$743	\$644	\$603	\$574	\$632	\$0	\$0	\$0	\$0	\$0	\$4,570
FICA Expense	\$2,851	\$2,732	\$3,065	\$2,588	\$2,324	\$2,359	\$2,563	\$0	\$0	\$0	\$0	\$0	\$18,482
Employee Insurance	\$2,315	\$2,739	\$2,978	\$3,912	\$2,877	\$2,992	\$2,592	\$0	\$0	\$0	\$0	\$0	\$20,404
Workers Compensation	\$685	\$654	\$703	\$548	\$493	\$499	\$543	\$0	\$0	\$0	\$0	\$0	\$4,124
Unemployment	\$71	\$94	\$577	\$1,158	\$824	\$466	\$161	\$0	\$0	\$0	\$0	\$0	\$3,351
Fire Alarm System	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Utilities/Water	\$1,886	\$1,987	\$1,957	\$1,464	\$2,526	\$2,357	\$2,544	\$0	\$0	\$0	\$0	\$0	\$14,721
Repairs	\$2,736	\$2,093	\$3,012	\$3,159	\$4,577	\$1,861	\$1,555	\$0	\$0	\$0	\$0	\$0	\$18,994
Fuel & Oil	\$4,791	\$1,084	\$2,917	\$3,039	\$2,577	\$2,235	\$6,350	\$0	\$0	\$0	\$0	\$0	\$22,994
Pest Control	\$112	\$99	\$95	\$99	\$99	\$99	\$104	\$0	\$0	\$0	\$0	\$0	\$706
Irrigation/Drainage	\$1,231	\$581	\$926	\$1,039	\$1,908	\$1,398	\$1,138	\$0	\$0	\$0	\$0	\$0	\$8,220
Sand and Topsoil	\$990	\$1,031	\$489	\$2,858	\$1,444	\$341	\$341	\$0	\$0	\$0	\$0	\$0	\$7,493
Flower/Mulch	\$497	\$973	\$1,508	\$973	\$497	\$83	\$0	\$0	\$0	\$0	\$0	\$0	\$4,531
Fertilizer	\$32,201	\$4,395	\$11,196	\$12,630	\$13,609	\$15,770	\$19,638	\$0	\$0	\$0	\$0	\$0	\$109,439
Seed/Sod	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Trash Removal	\$207	\$414	\$0	\$243	\$207	\$207	\$207	\$0	\$0	\$0	\$0	\$0	\$1,484
Contingency	\$3,950	\$0	\$113	\$0	\$45	\$4,200	\$0	\$0	\$0	\$0	\$0	\$0	\$8,308
First Aid	\$129	\$22	\$0	\$0	\$141	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$291
Office Supplies	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Operating Supplies	\$3,147	\$1,116	\$1,579	\$935	\$377	\$1,407	\$1,023	\$0	\$0	\$0	\$0	\$0	\$9,585
Training	\$0	\$886	\$0	\$45	\$78	\$145	\$275	\$0	\$0	\$0	\$0	\$0	\$1,429
Janitorial Supplies	\$0	\$30	\$0	\$0	\$10	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$40
Janitorial Services	\$922	\$950	\$950	\$950	\$950	\$950	\$950	\$0	\$0	\$0	\$0	\$0	\$6,622
Soil & Water Testing	\$707	\$707	\$250	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,663
Uniforms	\$669	\$797	\$1,645	\$663	\$620	\$854	\$819	\$0	\$0	\$0	\$0	\$0	\$6,067
Equipment Rental	\$34	\$33	\$34	\$34	\$31	\$34	\$33	\$0	\$0	\$0	\$0	\$0	\$234
Equipment Lease	\$8,520	\$13,473	\$12,789	\$14,276	\$11,517	\$12,180	\$22,493	\$0	\$0	\$0	\$0	\$0	\$95,247
Small Tools	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>Total Golf Course Maintenance</b>	<b>\$107,431</b>	<b>\$73,972</b>	<b>\$88,421</b>	<b>\$85,966</b>	<b>\$79,527</b>	<b>\$82,622</b>	<b>\$98,323</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$616,262</b>
<u><i>Administrative Expenditures:</i></u>													
Legal Fees	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Engineering	\$210	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$210
Arbitrage	\$0	\$0	\$0	\$0	\$0	\$0	\$450	\$0	\$0	\$0	\$0	\$0	\$450
Dissemination	\$83	\$83	\$83	\$83	\$83	\$83	\$83	\$0	\$0	\$0	\$0	\$0	\$583
Trustee Fees	\$0	\$0	\$0	\$0	\$0	\$0	\$8,178	\$0	\$0	\$0	\$0	\$0	\$8,178
Annual Audit	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Golf Course Administrative Services	\$4,690	\$4,690	\$4,690	\$4,690	\$4,690	\$4,690	\$4,690	\$0	\$0	\$0	\$0	\$0	\$32,830
Insurance	\$7,531	\$7,531	\$7,531	\$7,531	\$7,531	\$8,523	\$7,745	\$0	\$0	\$0	\$0	\$0	\$53,925
Property Taxes	\$0	\$870	\$740	\$5,322	\$740	\$740	\$740	\$0	\$0	\$0	\$0	\$0	\$9,153
<b>Total Administrative Expenditures</b>	<b>\$12,515</b>	<b>\$13,174</b>	<b>\$13,045</b>	<b>\$17,626</b>	<b>\$13,045</b>	<b>\$14,037</b>	<b>\$21,887</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$105,330</b>
<b>Total Revenues</b>	<b>\$171,495</b>	<b>\$171,201</b>	<b>\$203,533</b>	<b>\$214,192</b>	<b>\$258,445</b>	<b>\$291,004</b>	<b>\$239,730</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$1,549,601</b>
<b>Total Expenditures</b>	<b>\$169,608</b>	<b>\$137,641</b>	<b>\$156,504</b>	<b>\$153,094</b>	<b>\$155,814</b>	<b>\$153,425</b>	<b>\$169,788</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$1,095,874</b>
<b>Operating Income (Loss)</b>	<b>\$1,887</b>	<b>\$33,560</b>	<b>\$47,029</b>	<b>\$61,098</b>	<b>\$102,631</b>	<b>\$137,580</b>	<b>\$69,941</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$453,727</b>

**Viera East Golf Course  
Month to Month**

	October	November	December	January	February	March	April	May	June	July	August	September	Total
<b><u>Non Operating Revenues/(Expenditures):</u></b>													
Special Assessments - Debt Service	\$46,688	\$46,688	\$46,688	\$46,688	\$46,688	\$46,688	\$46,688	\$0	\$0	\$0	\$0	\$0	\$326,817
Interest Income	\$1	\$1	\$1	\$1	\$1	\$1	\$1	\$0	\$0	\$0	\$0	\$0	\$8
Reserve Funding- Transfer Out (Capital Reserve)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Reserve Funding- Transfer Out (PY Excess)	\$0	\$0	(\$450,000)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	(\$450,000)
Interfund Transfer In- Restaurant	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Gain on Sale of Asset	\$0	\$0	\$300	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$300
Interest Expense	(\$11,702)	(\$11,702)	(\$11,702)	(\$11,702)	(\$11,702)	(\$11,702)	(\$11,702)	\$0	\$0	\$0	\$0	\$0	(\$81,915)
Principal Expense	(\$34,417)	(\$35,417)	(\$35,417)	(\$35,417)	(\$35,417)	(\$35,417)	(\$35,417)	\$0	\$0	\$0	\$0	\$0	(\$246,917)
<b>Total Non Operating Revenues/(Expenditures)</b>	<b>\$571</b>	<b>(\$429)</b>	<b>(\$450,130)</b>	<b>(\$429)</b>	<b>(\$429)</b>	<b>(\$430)</b>	<b>(\$429)</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>(\$451,706)</b>
<b>Net Non Operating Income / (Loss)</b>	<b>\$2,458</b>	<b>\$33,131</b>	<b>(\$403,100)</b>	<b>\$60,669</b>	<b>\$102,201</b>	<b>\$137,150</b>	<b>\$69,512</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$2,021</b>



**Viera East Restaurant  
Month to Month**

	October	November	December	January	February	March	April	May	June	July	August	September	Total
<b><u>Revenues:</u></b>													
Food Sales	\$10,435	\$11,776	\$15,252	\$20,215	\$18,898	\$24,805	\$30,379	\$0	\$0	\$0	\$0	\$0	\$131,760
Wine Sales	\$466	\$835	\$780	\$1,100	\$876	\$1,114	\$1,235	\$0	\$0	\$0	\$0	\$0	\$6,406
Beer Sales	\$8,602	\$8,427	\$11,356	\$9,879	\$13,116	\$13,492	\$15,837	\$0	\$0	\$0	\$0	\$0	\$80,711
Beverage Sales	\$1,752	\$2,322	\$2,933	\$2,492	\$3,159	\$3,642	\$4,091	\$0	\$0	\$0	\$0	\$0	\$20,390
Liquor Sales	\$2,248	\$3,991	\$6,126	\$6,571	\$8,673	\$7,436	\$8,102	\$0	\$0	\$0	\$0	\$0	\$43,147
Gift Card Sales	\$349	\$1,368	\$3,782	\$219	\$706	\$680	\$665	\$0	\$0	\$0	\$0	\$0	\$7,768
Gift Cards Usage	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>Total Revenues</b>	<b>\$23,852</b>	<b>\$28,719</b>	<b>\$40,230</b>	<b>\$40,476</b>	<b>\$45,428</b>	<b>\$51,169</b>	<b>\$60,310</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$290,183</b>
<b><u>Restaurant Expenditures:</u></b>													
Restaurant Manager Contract	\$5,417	\$5,417	\$5,417	\$5,417	\$5,417	\$5,417	\$5,417	\$0	\$0	\$0	\$0	\$0	\$37,917
Salaries	\$9,259	\$13,375	\$18,409	\$9,833	\$10,427	\$7,608	\$13,588	\$0	\$0	\$0	\$0	\$0	\$82,499
Administrative Fee	\$422	\$421	\$656	\$569	\$427	\$492	\$746	\$0	\$0	\$0	\$0	\$0	\$3,733
FICA Expense	\$801	\$1,176	\$1,736	\$1,200	\$1,150	\$1,178	\$1,523	\$0	\$0	\$0	\$0	\$0	\$8,764
Health Insurance	\$0	\$80	\$0	\$1,848	\$1,639	\$1,639	\$1,489	\$0	\$0	\$0	\$0	\$0	\$6,695
Workers Compensation	\$140	\$211	\$290	\$162	\$154	\$156	\$194	\$0	\$0	\$0	\$0	\$0	\$1,307
Unemployment	\$459	\$434	\$711	\$565	\$538	\$642	\$375	\$0	\$0	\$0	\$0	\$0	\$3,724
Telephone	\$349	\$246	\$246	\$246	\$246	\$340	\$259	\$0	\$0	\$0	\$0	\$0	\$1,931
Utilities	\$713	\$547	\$963	\$186	\$1,490	\$1,117	\$949	\$0	\$0	\$0	\$0	\$0	\$5,966
Pest Control	\$122	\$95	\$95	\$95	\$95	\$95	\$95	\$0	\$0	\$0	\$0	\$0	\$692
Equipment Lease	\$101	\$100	\$101	\$100	\$100	\$101	\$101	\$0	\$0	\$0	\$0	\$0	\$705
Repairs	\$1,776	\$4,168	\$0	\$0	\$427	\$0	\$125	\$0	\$0	\$0	\$0	\$0	\$6,496
Kitchen Equipment/Supplies	\$1,037	\$270	\$0	\$0	\$0	\$0	\$93	\$0	\$0	\$0	\$0	\$0	\$1,400
Paper & Plastic Supplies	\$867	\$511	\$686	\$1,028	\$473	\$977	\$697	\$0	\$0	\$0	\$0	\$0	\$5,240
Operating Supplies	\$10,181	\$1,846	\$2,638	\$1,107	\$979	\$1,822	\$1,546	\$0	\$0	\$0	\$0	\$0	\$20,118
Food Cost	\$2,158	\$6,474	\$8,355	\$7,324	\$6,633	\$9,708	\$9,425	\$0	\$0	\$0	\$0	\$0	\$50,077
Snack Cost	\$717	\$2,152	\$192	\$86	(\$1,143)	\$2,013	\$264	\$0	\$0	\$0	\$0	\$0	\$4,281
Beer Cost	\$1,967	\$5,900	\$4,876	\$4,057	\$4,696	\$7,127	\$3,152	\$0	\$0	\$0	\$0	\$0	\$31,775
Beverage Cost	\$743	\$2,229	\$917	\$3,040	\$434	\$2,016	\$1,381	\$0	\$0	\$0	\$0	\$0	\$10,761
Wine Cost	\$190	\$570	\$304	\$720	(\$79)	\$587	\$25	\$0	\$0	\$0	\$0	\$0	\$2,318
Liquor Cost	\$616	\$1,848	\$2,509	\$2,320	\$2,154	\$974	\$1,132	\$0	\$0	\$0	\$0	\$0	\$11,553
First Aid	\$171	\$0	\$0	\$0	\$17	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$188
Entertainment	\$300	\$0	\$800	\$750	\$650	\$1,350	\$1,950	\$0	\$0	\$0	\$0	\$0	\$5,800
Delivery/Gas	\$0	\$0	\$37	\$0	\$788	\$509	\$544	\$0	\$0	\$0	\$0	\$0	\$1,878
Uniforms	\$0	\$474	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$474
Dues & License	\$455	\$599	\$959	\$49	\$1,869	\$49	\$49	\$0	\$0	\$0	\$0	\$0	\$4,029
<b>Total Restaurant Expenditures</b>	<b>\$38,961</b>	<b>\$49,141</b>	<b>\$50,895</b>	<b>\$40,703</b>	<b>\$39,582</b>	<b>\$45,918</b>	<b>\$45,120</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$310,321</b>
<b>Operating Income (Loss)</b>	<b>(\$15,109)</b>	<b>(\$20,423)</b>	<b>(\$10,665)</b>	<b>(\$226)</b>	<b>\$5,846</b>	<b>\$5,250</b>	<b>\$15,189</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>(\$20,138)</b>
<b><u>Non Operating Revenues/(Expenditures):</u></b>													
Interfund Transfer out- Golf Course	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>Total Non Operating Revenues/(Expenditures)</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>Net Non Operating Income / (Loss)</b>	<b>(\$15,109)</b>	<b>(\$20,423)</b>	<b>(\$10,665)</b>	<b>(\$226)</b>	<b>\$5,846</b>	<b>\$5,250</b>	<b>\$15,189</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>(\$20,138)</b>

# Viera East

## Community Development District

ProShop  
Statement of Revenues & Expenditures

	October	November	December	January	February	March	April	May	June	July	August	September	Total
<i>Revenues</i>													
Merchandise Sales	\$12,204	\$7,720	\$10,220	\$8,083	\$10,009	\$12,199	\$14,745	\$0	\$0	\$0	\$0	\$0	\$75,179
<b>Total Revenues</b>	<b>\$12,204</b>	<b>\$7,720</b>	<b>\$10,220</b>	<b>\$8,083</b>	<b>\$10,009</b>	<b>\$12,199</b>	<b>\$14,745</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$75,179</b>
<i>Expenditures</i>													
Cost of Goods Sold	\$5,774	\$4,835	\$9,352	\$3,250	\$9,910	\$8,328	\$6,520	\$0	\$0	\$0	\$0	\$0	\$47,969
<b>Total Expenditures</b>	<b>\$5,774</b>	<b>\$4,835</b>	<b>\$9,352</b>	<b>\$3,250</b>	<b>\$9,910</b>	<b>\$8,328</b>	<b>\$6,520</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$47,969</b>
<b>Operating Income (Loss)</b>	<b>\$6,430</b>	<b>\$2,885</b>	<b>\$868</b>	<b>\$4,832</b>	<b>\$98</b>	<b>\$3,871</b>	<b>\$8,225</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$27,210</b>

**Viera East**  
**Community Development District**  
**Long Term Debt Report**

<b>Series 2006 Water Management Refunding Bonds</b>	
Interest Rate:	5.750%
Maturity Date:	5/1/2022
Reserve Fund Definition:	10% Max Annual Dept
Reserve Fund Requirement:	\$239,334
Reserve Fund Balance (1):	\$239,334
Bonds outstanding - 9/30/2016	\$11,855,000
Less: May 1, 2017 Principal	(\$1,710,000)
Less: May 1, 2018 Principal	(\$1,810,000)
Less: May 1, 2019 Principal	(\$1,910,000)
Less: May 1, 2020 Principal	(\$2,020,000)
Less: May 1, 2021 Principal	(\$2,140,000)
Current Bonds Outstanding	\$2,265,000

(1) This value is covered by the Debt Service Reserve Fund Surety Bond and is not a cash balance on the District's balance sheet.

<b>Series 2012 Special Assessment Revenue Bonds</b>	
Interest Rate:	2.5% to 5%
Maturity Date:	5/1/2026
Reserve Fund Definition:	50% Max Annual Dept
Reserve Fund Requirement:	\$279,239
Reserve Fund Balance:	\$280,134
Bonds outstanding - 9/30/2016	\$4,445,000
Less: May 1, 2017 Principal	(\$365,000)
Less: May 1, 2018 Principal	(\$380,000)
Less: May 1, 2019 Principal	(\$395,000)
Less: May 1, 2020 Principal	(\$410,000)
Less: May 1, 2021 Principal	(\$425,000)
Current Bonds Outstanding	\$2,470,000

<b>Series 2020 Special Assessment Revenue Bonds</b>	
Interest Rate:	2% to 2.75%
Maturity Date:	5/1/1938
Reserve Fund Definition:	50% Max Annual Dept
Reserve Fund Requirement:	\$234,591
Reserve Fund Balance:	\$234,611
Bonds outstanding - 7/10/20	\$7,685,000
Current Bonds Outstanding	\$7,685,000

**Viera East**  
**Community Development District**  
Golf Course/Recreation Fund- Operations  
Prior Month/Year Comparison

	Actuals 4/30/21	Actuals 4/30/22	Variance	Year to Date 4/30/21	Year to Date 4/30/22	Variance
<i>Revenues:</i>						
Greens Fees	\$165,529	\$ 185,022	\$ 19,494	\$ 1,042,776	\$ 1,208,549	\$ 165,773
Gift Cards - Sales	\$862	\$ 665	\$ (197)	\$ 7,307	\$ 6,315	\$ (992)
Gift Cards - Usage	(\$2,108)	(\$1,335)	\$ 774	(\$13,068)	(\$11,480)	\$ 1,588
Season Advance/Trail Fees	\$18,207	\$ 24,956	\$ 6,749	\$ 144,430	\$ 167,227	\$ 22,798
Associate Memberships	\$3,160	\$ 2,212	\$ (948)	\$ 33,101	\$ 22,522	\$ (10,579)
Driving Range	\$7,463	\$ 10,812	\$ 3,349	\$ 54,013	\$ 64,886	\$ 10,873
Golf Lessons	\$175	\$ 335	\$ 160	\$ 1,225	\$ 1,545	\$ 320
Merchandise Sales	\$11,856	\$ 14,745	\$ 2,889	\$ 71,450	\$ 75,179	\$ 3,729
Special Assessments - Operations	\$1,519	\$ 1,519	\$ -	\$ 10,635	\$ 10,635	\$ -
Miscellaneous Income	\$113	\$ 797	\$ 684	\$ 3,520	\$ 4,222	\$ 703
Total Revenues	<u>\$ 206,776</u>	<u>\$ 239,730</u>	<u>\$ 32,954</u>	<u>\$ 1,355,388</u>	<u>\$ 1,549,601</u>	<u>\$ 194,212</u>
<i>Expenditures:</i>						
Golf Course Expenditures	\$ 13,083	\$ 4,664	\$ 8,419	\$77,224	\$ 82,457	\$ (5,233)
Golf Operations	\$ 31,031	\$ 38,394	\$ (7,363)	\$226,528	\$ 243,857	\$ (17,329)
Merchandise Sales	\$ 6,058	\$ 6,520	\$ (462)	\$49,004	\$ 47,969	\$ 1,035
Golf Course Maintenance	\$ 67,552	\$ 98,323	\$ (30,771)	\$491,944	\$ 616,262	\$ (124,318)
Administrative	\$ 14,123	\$ 21,887	\$ (7,765)	\$94,666	\$ 105,330	\$ (10,664)
Total Expenditures	<u>\$ 131,847</u>	<u>\$ 169,788</u>	<u>\$ (37,941)</u>	<u>\$ 939,365</u>	<u>\$ 1,095,874</u>	<u>\$ (156,509)</u>
<b>Operating Income/(Loss)</b>	<u><u>\$ 74,929</u></u>	<u><u>\$ 69,941</u></u>	<u><u>\$ (4,987)</u></u>	<u><u>\$ 416,023</u></u>	<u><u>\$ 453,727</u></u>	<u><u>\$ 37,703</u></u>

**Viera East**  
**Community Development District**  
**Special Assessment Receipts - FY2022**

Date	Net	Gen Fund	Debt Svc 2006	Rec Fund	Total
11/10/21	\$ 66,396	\$ 15,434	\$ 39,914	\$ 11,048	\$ 66,396
11/23/21	\$ 929,820	\$ 216,143	\$ 558,959	\$ 154,718	\$ 929,820
12/9/21	\$ 1,960,557	\$ 455,745	\$ 1,178,584	\$ 326,228	\$ 1,960,557
12/21/21	\$ 141,771	\$ 32,956	\$ 85,225	\$ 23,590	\$ 141,771
1/11/22	\$ 44,584	\$ 10,364	\$ 26,801	\$ 7,419	\$ 44,584
2/9/22	\$ 69,052	\$ 16,052	\$ 41,511	\$ 11,490	\$ 69,052
3/9/22	\$ 22,435	\$ 5,215	\$ 13,487	\$ 3,733	\$ 22,435
4/7/22	\$ 124,331	\$ 28,902	\$ 74,741	\$ 20,688	\$ 124,331
	\$ 3,358,947	\$ 780,810	\$ 2,019,222	\$ 558,914	\$ 3,358,947

	Net Assessed	Percentage	Assessments Collected	Assessments Transferred	Balance to Transfer
Debt Service Fund	\$ 2,089,942	60.11%	\$ 2,019,222	\$ (1,944,481)	\$ 74,741
General Fund	\$ 808,157	23.25%	\$ 780,810	\$ (780,810)	\$ -
Recreation Fund	\$ 578,489	16.64%	\$ 558,914	\$ (523,003)	\$ 20,688
	\$ 3,476,588	100.00%	\$ 3,358,947	\$ (3,248,294)	\$ 95,430

<b>Percentage Collected</b>	<b>96.62%</b>
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<u>I. Cash Flows:</u>		<u>Actuals</u>							<u>Projections</u>					
		October	November	December	January	February	March	April	May	June	July	August	September	Totals
<u>Starting Funds</u>														
Carry Forward		\$ 116,311	\$ 103,089	\$ 116,227	\$ 152,590	\$ 213,462	\$ 321,939	\$ 464,769	\$ 549,899	\$ 552,604	\$ 542,957	\$ 506,596	\$ 483,402	
<u>Revenues</u>														
Golf Course		\$ 195,348	\$ 199,919	\$ 243,763	\$ 254,668	\$ 303,873	\$ 342,173	\$ 300,039	\$ 162,953	\$ 150,727	\$ 123,980	\$ 137,162	\$ 97,999	\$ 2,512,605
Course Operations		\$ 171,495	\$ 171,201	\$ 203,533	\$ 214,192	\$ 258,445	\$ 291,004	\$ 239,730	\$ 160,895	\$ 149,037	\$ 122,418	\$ 135,880	\$ 96,579	\$ 2,214,410
Restaurant		\$ 23,852	\$ 28,719	\$ 40,230	\$ 40,476	\$ 45,428	\$ 51,169	\$ 60,310	\$ 2,058	\$ 1,690	\$ 1,562	\$ 1,282	\$ 1,420	\$ 298,195
Total All Cash		\$ 311,658	\$ 303,009	\$ 359,990	\$ 407,259	\$ 517,335	\$ 664,112	\$ 764,808	\$ 712,853	\$ 703,331	\$ 666,938	\$ 643,759	\$ 581,400	\$ 2,512,605
<u>Expenses</u>														
Golf Course		\$ 208,569	\$ 186,782	\$ 207,399	\$ 193,796	\$ 195,396	\$ 199,343	\$ 214,909	\$ 160,249	\$ 160,373	\$ 160,341	\$ 160,357	\$ 160,321	\$ 2,207,836
Course Operations		\$ 169,608	\$ 137,641	\$ 156,504	\$ 153,094	\$ 155,814	\$ 153,425	\$ 169,788	\$ 160,054	\$ 160,194	\$ 160,194	\$ 160,194	\$ 160,205	\$ 1,896,715
Restaurant		\$ 38,961	\$ 49,141	\$ 50,895	\$ 40,703	\$ 39,582	\$ 45,918	\$ 45,120	\$ 194	\$ 180	\$ 147	\$ 163	\$ 116	\$ 311,122
Cash Less Expenses		\$ 103,089	\$ 116,227	\$ 152,590	\$ 213,462	\$ 321,939	\$ 464,769	\$ 549,899	\$ 552,604	\$ 542,957	\$ 506,596	\$ 483,402	\$ 421,079	

**Viera East  
Community Development District  
Detailed Rounds of Golf Report  
Apr-22**

**PY - PREVIOUS YEAR**

<b>Rounds of Golf</b>	<b>Monthly</b>		<b>Year to Date</b>		<b>PY Monthly</b>	<b>PY Year to Date</b>	<b>Vs. PY Monthly</b>	<b>Vs. PY Year to Date</b>
<b><u>Paid Rounds</u></b>								
Rounds of Golf- Associate Member	727	12%	4,770	13%	820	4,931	(93)	(161)
Rounds of Golf- CDD Resident	1,146	19%	6,588	18%	901	5,540	245	1,048
Rounds of Golf - Public	2,251	38%	13,528	37%	2,002	11,359	249	2,169
Rounds of Golf - Golf Now / EZ Links	643	11%	4,001	11%	619	4,761	24	(760)
Rounds of Golf- Tournaments	-	0%	-	0%	0	0	0	0
Rounds of Golf- Misc	-	0%	-	0%	0	0	0	0
Rain Check Issued	(146)	-2%	(647)	-2%	(104)	(557)	(42)	(90)
<b>Total Paid Rounds</b>	<b>4,621</b>		<b>28,240</b>		<b>4,238</b>	<b>26,034</b>	<b>383</b>	<b>2,206</b>
<b><u>Member Rounds</u></b>								
Rounds of Golf - Members	865	15%	5,844	16%	854	5,909	11	(65)
<b>Total Member Rounds</b>	<b>865</b>		<b>5,844</b>		<b>854</b>	<b>5,909</b>	<b>11</b>	<b>(65)</b>
<b><u>Comp Rounds</u></b>								
Rounds of Golf- Staff/Comp	97	2%	632	2%	78	597	19	35
Rounds of Golf- Other Comp	40	1%	325	1%	70	667	(30)	(342)
<b>Total Comp Rounds</b>	<b>137</b>		<b>957</b>		<b>148</b>	<b>1,264</b>	<b>(11)</b>	<b>(307)</b>
<b>Rounds of golf - GolfNow/EZ Links</b>	<b>276</b>	<b>5%</b>	<b>1,971</b>	<b>5%</b>	<b>264</b>	<b>1,965</b>	<b>12</b>	<b>6</b>
<b>TOTAL ROUNDS OF GOLF</b>	<b>5,899</b>	<b>100%</b>	<b>37,012</b>	<b>100%</b>	<b>5,504</b>	<b>35,172</b>	<b>395</b>	<b>1,840</b>

<b>Revenues</b>	<b>Monthly</b>		<b>Year to Date</b>		<b>PY Monthly</b>	<b>PY Year to Date</b>	<b>Vs. PY Monthly</b>	<b>Vs. PY Year to Date</b>
<b><u>Greens Fee Revenue</u></b>								
Rounds of Golf- Associate Member	\$30,082	17%	\$203,877	17%	\$33,322	\$207,529	(\$3,240)	(\$3,652)
Rounds of Golf- CDD Resident	\$36,642	20%	\$225,903	19%	\$28,574	\$188,934	\$8,068	\$36,969
Rounds of Golf - Public	\$90,919	51%	\$581,152	49%	\$71,214	\$458,635	\$19,705	\$122,517
Rounds of Golf - Golf Now / EZ Links	\$27,183	15%	\$184,524	16%	\$29,349	\$184,164	(\$2,166)	\$360
Rounds of Golf- Tournaments	\$0	0%	\$0	0%	\$0	\$0	\$0	\$0
Rounds of Golf- Misc	\$0	0%	\$0	0%	\$0	\$0	\$0	\$0
Rain Check Issued	(\$5,173)	-3%	(\$20,048)	-2%	(\$3,386)	(\$17,674)	(\$1,787)	(\$2,374)
<b>TOTAL GREENS FEE REVENUE</b>	<b>\$179,653</b>	<b>100%</b>	<b>\$1,175,408</b>	<b>100%</b>	<b>\$159,073</b>	<b>\$1,021,588</b>	<b>\$20,580</b>	<b>\$153,820</b>

<b>Average \$ per Round of Golf</b>	<b>Monthly</b>		<b>Year to Date</b>		<b>PY Monthly</b>	<b>PY Year to Date</b>	<b>Vs. PY Monthly</b>	<b>Vs. PY Year to Date</b>
<b><u>Average \$ per round of Golf</u></b>								
Rounds of Golf- Associate Member	\$41.38		\$42.74		\$40.64	\$42.09	\$0.74	\$0.65
Rounds of Golf- CDD Resident	\$31.97		\$34.29		\$31.71	\$34.10	\$0.26	\$0.19
Rounds of Golf - Public	\$40.39		\$42.96		\$35.57	\$40.38	\$4.82	\$2.58
Rounds of Golf - Golf Now / EZ Links	\$42.28		\$46.12		\$47.41	\$38.68	(\$5.14)	\$7.44
Rounds of Golf- Tournaments	\$0.00		\$0.00		#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!
Rounds of Golf- Misc	\$0.00		\$0.00		#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!
Rain Check Issued	\$35.43		\$30.99		\$32.56	\$31.73	\$2.87	(\$0.74)
<b>TOTAL - Average \$ per round of Golf</b>	<b>\$38.88</b>		<b>\$41.62</b>		<b>\$37.53</b>	<b>\$39.24</b>	<b>\$1.34</b>	<b>\$2.38</b>

	<b>Monthly</b>	<b>Year to Date</b>	<b>PY Monthly</b>	<b>PY Year to Date</b>	<b>Vs. PY Monthly</b>	<b>Vs. PY Year to Date</b>
<b>Membership Revenue</b>	<b>\$24,956</b>	<b>\$167,224</b>	<b>\$18,206</b>	<b>\$144,428</b>	<b>\$6,750</b>	<b>\$22,796</b>
Average \$ per round of Golf	\$28.85	\$28.61	\$21.32	\$24.44	\$7.53	\$4.17

Project Fund	Estimated Original Costs	Changes	Projected Revised Costs	Approved Costs	Remaining	Spent	Status/Estimation
Irrigation System	\$2,080,000	\$351,200	\$2,431,200	\$2,431,200	\$1,556,133	\$875,067	Authorization 2021-1 Engineer Approved, Req 20-21, and req 24, Req 28, Req 38, Req 45, 87, 90, 105
Clubhouse	\$580,000	\$20,000	\$600,000	\$538,705	\$61,295	\$213,105	Req 52, 60-64, 66,70, 74, 75, 77, 84, 91, 94, 96, 101, 104
Driving Range Tee	\$20,000	\$77,000	\$97,000	\$96,900	\$100	\$0	
Culvert Repair #7 - Butterfly Valve	\$37,500		\$37,500		\$37,500	\$0	
Cart Path Extensions	\$175,000		\$175,000		\$175,000	\$0	
Maintenance Building Repairs	\$40,000		\$40,000	\$9,730	\$30,270	\$9,730	Req 51, 72
Bunker Renovation & Liners	\$1,090,000	-\$351,200	\$738,800	\$730	\$738,070	\$730	Req 89
Tee Box Renovation	\$150,000	-\$30,000	\$120,000		\$120,000	\$0	
#7 Green	\$65,000		\$65,000		\$65,000	\$0	
Regrass Fairways and Slopes	\$125,000	-\$30,000	\$95,000	\$7,862	\$87,138	\$7,862	Hole #2 Approved - \$7,862.40 - Req 6
Woodside Park Restrooms	\$25,000		\$25,000		\$25,000	\$0	
Golf Course Lake - Banks	\$150,000		\$150,000		\$150,000	\$0	
Pump Station Filter	\$35,000		\$35,000		\$35,000	\$0	
Dog Park	\$55,000		\$55,000	\$64,461	-\$9,461	\$64,461	Req 43, 46, 47, 58, 59, 65, 67, 68, 78, 80, 81, 91, 97, 98, 99, 100
Sidewalk Repair	\$75,000		\$75,000	\$49,399	\$25,601	\$49,399	Req 13, Req 25, Req 48, 71, 73
Contingency	\$180,690	-\$139,028	\$41,662		\$41,662	\$0	
							Req #5, 16-18 for Engineering, Req #11 for \$98,595.16, Req #15 for \$308,358, Req #19, Req 22-23, Req 29 & 30, Reqs 33 and 35, Req 37, Req 44 Project Complete
Bulkheads - COMPLETED	\$375,000	\$344,142	\$719,142	\$719,142	\$0	\$719,142	
Maintenance Equipment - COMPLETED	\$337,000	\$75,669	\$412,669	\$412,669	\$0	\$412,669	Req 4, 7-10, 12, Req 27, Req 34, Req 41, Req 42
							Req 14, Req 26, Req 31, Req 36, Req 39-40, Req 49 and 50, Req 54 and 55, Req 56, 57, 72, 76, 79, 85, 86, 88, 92, 93, 95, 102, 103
Woodside Park Playground - COMPLETED	\$45,000	\$64,612	\$120,192	\$120,192	\$0	\$120,192	
Pavillion - ELIMINATED	\$95,000	-\$95,000	\$0	\$0	\$0	\$0	
Lost Revenue - ELIMINATED	\$287,395	-\$287,395	\$0		\$0	\$0	
	\$6,022,585	\$0	\$6,033,165	\$4,450,990	\$3,138,308	\$2,472,358	