

**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, October 27, 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
Jennifer DeVries	Assistant Secretary

Also present were:

Jason Showe	District Manager
Jeremy LeBrun	GMS
Michelle Webb	Marketing Director
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**

Mr. Showe: We received two Requests to Speak Forms and we'll go through those first. I will note that all audience comments are limited to three minutes. We ask that you please state your name and address for the record. It's not necessarily a question-and-answer session with the Board. It's just a chance for you to provide your public comments. The first one we have is from Mr. Clifton Higgins.

Resident (Clifton Higgins, Somerville): Mr. Clifton Higgins 5060 Somerville Drive. I want to specifically comment on the flooding incident that occurred on our streets post-hurricane. Specifically, I wanted to comment on the lack of proactive measures being taken by the Board to address the storm drains and waterways that you're statutory responsible for. Prior to the storm, we had several weeks of heavy rains, so the pond was already at an elevated state prior to the storm hitting. When the storm hit, it increased rainfall, so our street was flooded for a period of roughly seven days. After numerous phone calls, direct text messages with members of the Board and direct email, the only person who finally responded was Mr. Pete Carnesale. At that point, action was then taken. That was a failure on the part of the Board, I believe, because of the fact that there's a \$3,000 line item in the budget that directly relates to stormwater management and storm retention pond management per year. None of that has been spent at least in the last year, so that needs to be addressed. The reactive response that took place after the storm was subpar. No one from the Board met with their constituents directly. The only person that came to our street to speak with us, was the engineer that came to discuss what was being done going forward, at that point. Then the surveyor came the next day after the engineer met with us and determined that a clogged drain from our lake to the subsequent lakes, was the reason that the water was not receding at all. That's one thing we need to make sure that we address going forward; the proactive response measures being taken proactively every year to inspect the waterways and ensure that the ponds and drainage ways are clear so this doesn't happen again. With the numerous calls to the county, we had a response four times in a single day after we notified the county that we had water on our streets, assuming that that was the correct organization to call. They said that the CDD was the responsible for the water itself. Several other members also called the county and received the same response. Regarding the specific item that we're going to be discussing later today about the storm after review, I believe that money is being spent on the golf course to improve it. It should be addressed directly to that rather than us having to spend additional funds out of another \$20,000 for the engineer to do an assessment on existing structures that should already be known and what the Board can do free of charge.

Mr. Showe: That's your three minutes.

Resident (Clifton Higgins, Somerville): I'm good. Thank you.

Mr. Showe: The next Requests to Speak Form is from Ms. Diana Phillips.

Resident (Diana Phillips, Somerville): Good evening. My name is Ms. Diana Phillips. I live at 5090 Somerville Drive. I don't really want to add onto what Clifton already addressed other than to stress the fact that we got lucky and the fact that this storm hit north of this area. If it had hit us, we would have had structural damages and flooding in our homes. I'm quite sure of that. I can't prove it, but I'm quite sure of it. Even though it wasn't that bad and we got lucky and spared, the schools were open the following Monday and we had a lot of students in our area that not only couldn't get to the schools or bus stops, but had to figure out how to maneuver through the neighborhood. It was more than just one section of the street. It was like seven different sections in one of the cul-de-sacs on Somerville Drive that had water well above a foot that kids couldn't ride a bike or walk through. Parents had to address transportation measures to make sure their kids could get to school with dry feet. So, it was very frustrating from the parents and from the student's point of view trying to get to school that following week in terms of how long it took to address it. So, there are big impacts beyond the homes that were affected. So, I just want to stress the importance of us working together to resolve this and make sure that we have good plans moving forward. That's all I have.

Mr. Showe: Those are the only two Requests to Speak Forms that I have and we can open up for any members of the audience who would like to also provide comment. Again, please state your name and address and keep your comments to three minutes. Hearing none, we can return it back to the Board.

Mr. Dale: Okay. I think we're going to break with the agenda just a little bit here to address some of these issues that were just mentioned. Because not everything that was said was completely accurate. There were several emails that were sent out to members of the community after the fact. You're Alexia's husband, correct?

Resident (Clifton Higgins, Somerville): Yeah.

Mr. Dale: Okay. Alexia did get a copy of the email that I sent out addressing the issues. Steve sent one out, I believe also separately. Let's just do a rewind of the timetable here, because the way you presented it, isn't the way it happened. What happened is on Saturday morning, I woke up with a text from your wife that said, "*Hey, we got flooding*" and there's all sorts of stuff in there. So, I got on the phone with our District Manager, who really is the point of contact. We're a Board. We're not full-time employees of the District or anything like that.

Mr. Showe: Think of me like a General Manager, just for clarification.

Mr. Dale: I always do that.

Mr. Showe: No worries.

Mr. Dale: We did have the General Manager go out and look at your neighborhood. He drove it. We have to keep in perspective, this was a 500-year storm, as we've been told in the news media. The General Manager drove the area with his vehicle and I drove the area with my Honda Accord. I was able to navigate the street. It wasn't pretty, but it was navigable. The General Manager said that essentially, we would have to wait a little bit for the waters to recede. I don't know if everybody is aware of how the drainage system works in Viera East, but it's essentially a cascading gravity-based system. There's about a 2-foot difference between where we're at and the St. Johns River. So, all of that water has to flow through Viera West. It has to work its way through all of the different drains.

Resident (Clifton Higgins, Somerville): I don't disagree with you.

Mr. Dale: I'm actually going to share the timetable. I'm not here to debate. I'll be glad to have a discussion with you after the meeting though, on a one-to-one basis. What the General Manager said was that we needed to have time for the water to recede. He's my expert and I have to go with his past experience and what he had to say. This also occurred on a Saturday. The CDD isn't like the county. We don't have emergency response teams and things like that to go and do things. So, then, what happened is we waited a couple of days. In that interim, I called our District Engineer. The email and texts that I received, were full of inaccuracies. I was told that we need to be pumping. Well, I'm not an engineer, but all that pumping does is move the water from one side of the bucket to the other. Additionally, you have very serious fines and laws that pertain to wetlands, which apparently you guys broke, according to one of the emails that I received. Because somebody said, "*Hey, we set up a pump that ran for 24 hours and it did absolutely nothing.*" I was like, "*Yeah. I could've told you that.*" Aside from that fact, if there had been flooding to the school where are you guys were pumping the water to, then you guys would have been on the hook for Ralph Williams Elementary because you were exacerbating an already existing situation with the school. I don't know if you guys heard from the School Board, but they had a problem with that.

Resident (Clifton Higgins, Somerville): There's no evidence that there was any pumping other than what was stated in the email.

Mr. Dale: Then whoever told me that in their email, lied to me.

Resident (Clifton Higgins, Somerville): Okay. Simmer down sir.

Mr. Dale: This is actually our portion of the meeting. I'll be glad to speak with you after the meeting, but we're going to get the facts out there.

Resident (Clifton Higgins, Somerville): Thank you.

Mr. Dale: Timeline-wise. I contacted the District Engineer, who came out first thing on Monday morning. Then the other part of it was we were told that it was definitely our fault because we spoke to the county. I asked, "*Who did you speak to at the county?*" That would've been nice to know. I would've liked to have been able to coordinate with that. I didn't receive a response on that. In terms of the engineer, we had to figure out what essentially the problem was. That's the first thing you've got to do. Yes, we know we've got high water, but the question was why we have high water. Right away, the District spent \$1,400 for surveyors to come out and measure the height of the two lakes. They weren't supposed to come out until Tuesday, but the engineer managed to get them out on Monday. They figured out that one lake was 2 Feet higher than the other lake and there was a blockage in the drain. We haven't gotten the final word on this yet, but apparently, the drain and the entire area that was clogged, had nothing to do with the CDD. It is a county drain. I don't want to play "*Got ya*" or blame the other guy. I want to get the issue solved. I'm still waiting to find out also whether or not the Oak limb that was blocking the drain was cut or broken. Because if it was cut, that means somebody just threw a big Oak log into the lake and a bunch of Palm fronds started collecting on it. What happened is the lake receded enough, which is what we told your wife two days earlier. We needed the waters to recede a little bit so we could see what was going on. The waters receded and we were able to see the log. The surveyor went in and pulled the log out and created a vortex. Within six hours, we had no more water in the streets. So, you were wrong on the emails that we received. There was half a dozen to a dozen emails saying, "*Oh, the county says it's because you guys didn't dredge.*"

Mr. Colasinski: There was no data saying that was the issue. The county took no measurements whatsoever. As I understand it, there was a problem with dredging.

Mr. Dale: Ultimately, it wound up being their drain that was the problem.

Resident (Clifton Higgins, Somerville): It was the CDD's.

Ms. DeVries: The drain?

Mr. Dale: Not the drains.

Mr. Colasinski: You have to get to root cause to understand what's going on.

Resident (Clifton Higgins, Somerville): What was done in the last year?

Mr. Dale: I'm going to bring up some other things too, because I do take exception with the fact that you basically implied that this Board was negligent with being proactive with the waterways. I like to think that this Board has been the most proactive Board that there has been, because of the money that we spent earlier in the year on the Bayhill flow way. We have been working with homeowners regarding the 10-foot swath around lakes where we're trying to keep people from mowing everything. That is actually CDD property and it's supposed to act as a filtering process, so algae and things like that don't grow as much. That's actually something we've been hearing from Pete for two years. You misrepresented the \$20,000 that we were talking about. The \$20,000 that you mentioned, is for the District Engineer to do a study of all of the culverts within the District, because we also had two culverts fail on the golf course that we just got fixed before the storm. The reason those culverts failed was because they had corrugated steel in them and they were 25 years old. That cost us \$250,000. So, the premise that this Board isn't doing anything on the waterways, is incorrect, when it's actually our number one priority. What is not helpful and I'm going to call your wife out, we had crews out there on Monday morning and she was profane.

Resident (Clifton Higgins, Somerville): That's not a violation.

Mr. Dale: No, it's not. But it's not helpful.

Mr. Colasinski: If you're disrupting a public employee from doing their duty, if you're distracting them from collecting information, that may be your perspective, but from our perspective, we call the Sheriff.

Resident (Clifton Higgins, Somerville): Good luck from violating free speech that way. That's good for you.

Mr. Colasinski: You were disrupting the services of the community.

Resident (Clifton Higgins, Somerville): No services were disrupted. They stopped. She asked them if they had found anything. They failed to acknowledge her and she got upset. From the frustration of being underwater for a couple of days, then yes she was frustrated and she voiced her opinion. That's not against the law, just like you are entitled to the way you communicate with my wife and the neighbor, in records that are publicly available. So, don't say that my wife being profane is something that distracts from the issue.

Mr. Colasinski: Did you talk to the employees to distract them? Yes or no?

Resident (Clifton Higgins, Somerville): Did I speak to them?

Mr. Colasinski: Yes.

Resident (Clifton Higgins, Somerville): I did not speak to them. Did you speak to them?

Mr. Colasinski: Absolutely. Your time to speak is over. We're not here to debate this. We have an entire another agenda to go through.

Resident (Clifton Higgins, Somerville): The Chairman engaged me.

Mr. Dale: The bottom line is the entire issue, from the time we were able to get the District Engineer out there, it was fixed within one day. We also got a response from several homeowners. Steve also was speaking with another homeowner that was there that was supposedly keeping people involved, but apparently, that wasn't enough. A one-day response for a repair on something that was not even a CDD issue, that we were getting all speculation about, "*Oh, you need to dredge. Oh, you need to pump.*" None of it had to do anything with a root...

Mr. Colasinski: There was not a root cause of the issue and what needed to be addressed until we found them.

Resident (Clifton Higgins, Somerville): I agree completely, wholeheartedly, 100%. Your engineer was wonderful. The surveyor was wonderful and communicated what the plan was. The issue that we're facing is that was not addressed by the Board. It was done through the District Engineer and that was where the issue was. We want to work together with you to develop a plan on how we can prevent this from happening again.

Mr. Dale: We're already on that. You can stick around for that portion of the meeting for tonight.

Resident (Clifton Higgins, Somerville): Absolutely.

Mr. Dale: But going forward, again, I'm going to emphasize the fact that we are not full-time employees of the District. Some of us did leave the area. There is not a quick fix in a situation like that. It's sort of like saying, "*Oh my God, the Sanibel bridge went out. Why isn't it fixed tomorrow?*" That's really what it feels like I'm listening to.

Resident (Clifton Higgins, Somerville): Those are just not my concerns.

Ms. DeVries: We're listening to them.

Mr. Dale: That's why it is on the agenda. That's why it is the number one issue for this Board, but I did want to correct the record. I'm going to be honest. I was very disappointed with the way some of that was handled on some of the community's end.

Resident (Clifton Higgins, Somerville): The communication from one of the Board Members to several members, not to mention the fact that private emails were shared with other individuals who were not part of the conversation, is another issue.

Mr. Dale: I do want to add one of the most important facts that I left out. The District Manager called your wife that afternoon.

Ms. DeVries: General Manager.

Resident (Clifton Higgins, Somerville): I get your point.

Mr. Showe: I didn't hear about it until Sunday and I think I immediately emailed you back saying, "*We're getting the District Engineer involved.*" That was Sunday afternoon and he was there the next morning.

Resident (Clifton Higgins, Somerville): I appreciate your response of the engineer. I'm a manager myself, so I completely understand. The issue was that was not communicated well enough in the time of the frustration that we were dealing with. That's it. I'm more than within my rights as a citizen.

Mr. Dale: Jason, would you also please share one of the things that apparently was very upsetting for some of the homeowners? I do think this is going to be part of a letter that goes out to the District, but could you share the comment from Tim about the streets?

Mr. Showe: Sure. What a lot of folks don't understand is when you have a storm event, your roads are actually part of the stormwater system and they're designed to hold water in those events.

Resident (Clifton Higgins, Somerville): Yeah. Absolutely.

Mr. Showe: It's part of the process and we hope you never get that much right again, but it is the design of the system that the roads hold the water once the lakes are full.

Resident (Clifton Higgins, Somerville): Absolutely.

Mr. Dale: Thank you. We will be coming back to the issue of stormwater later on in the meeting.



**FOURTH ORDER OF BUSINESS**

**Approval of Minutes of the September 22, 2022 Board of Supervisors Meeting**

Mr. Dale: The minutes are the next item on the agenda.

Mr. Showe: They were included as part of your agenda package and we can take any corrections or changes or a motion to approve.

Mr. McCarthy: I have something Jason.

Mr. Showe: Okay.

Mr. McCarthy: On Page 26, three-quarters of the way down, I didn't say, "*I don't know if I'm allowed, but I may come to the Board meeting once in a while.*" I believe Mr. David Bedwell said that.

Mr. Showe: Okay. I got you.

Mr. McCarthy: Thank you.

Mr. Showe: Are there any other changes or a motion to approve as amended?

On MOTION by Mr. McCarthy seconded by Mr. Carnesale with all in favor the Minutes of the September 22, 2022 Board of Supervisors Meeting were approved as amended.

**FIFTH ORDER OF BUSINESS**

**New Business**

**A. Consideration of Agreement for Aquatic Management Services with ECOR Industries, Inc.**

Mr. Dale: Jason, I'm going to let you go through some of these.

Mr. Showe: The first two items here are essentially contracts for our vendors to help provide aquatic management services as well as our oversight of the conservation areas. The first one is an agreement with ECOR. They perform all of the work. There's a pretty huge scope of the lakes that they maintain, all of the acreage and the cost. This is about a 50% increase over the current year, but from what we're seeing in all of our Districts, that's pretty consistent with any service provider that's largely chemical based, which they are. Those costs for those companies are increasing. We have enough money in the budget to cover it. We budget about \$115,000. The total contract is \$117,000, but there are some contingencies in there that we could utilize from other line items to cover it. It's also important to note that this also includes the work at the Bayhill flow way for the floating vegetation control as well as the Grand Isle floating vegetation

control. It is our recommendation that we just go ahead and approve that contract. It's our standard contract.

On MOTION by Mr. Colasinski seconded by Mr. Carnesale with all in the Agreement for Aquatic Management Services with ECOR Industries, Inc. was approved.

**B. Consideration of Agreement for Habitat Management Services with Kevin L. Erwin Consulting Ecologist, Inc.**

Mr. Showe: The second agreement is from your Ecologist. I will note that his contract is particular. None of these amounts are actually guaranteed. He will do the first set of work. All of these are based on what he thinks the work is going to a cost, which is a not-to-exceed amount. We rarely ever use all of those hours that he provided in his proposal. You have a scope of his work. In the cases where we need issues of conservation areas resolved, things that really require that expertise such as the scrub jay habitat, he has that expertise. I think he's worked with the District for a long time and has a lot of experience. For that reason, he's able to resolve a lot of those issues because he has the experience. It's very rare that we ask him a question that he doesn't really know the answer to. Again, I think it is our recommendation that we approve it. We do have the budget for that.

Mr. Colasinski: There was a mention about an Annual Habitat Management Report, but I don't remember seeing a report.

Mr. Showe: I'll track it down. I know he provided one.

Mr. Colasinski: If you can.

Mr. Showe: Absolutely.

Ms. DeVries: That would be great.

Mr. Colasinski: I'm not opposed to the contract. I just don't remember ever seeing the report.

Mr. Showe: I think he does one. He walks around and looks at all of the areas.

Mr. Colasinski: Which is fine. I just don't remember seeing a report.

Mr. Showe: I'll track it down..

Mr. Colasinski: Alright.

Ms. DeVries: I appreciate you explaining what this contract was for, because when I read it, it said, "*Scrub jay habitat.*"

Mr. Showe: Right.

Ms. DeVries: I was like, "*Okay, so don't the scrub jays take care of themselves?*"

Mr. Showe: Well, because it's our property, we're required to provide a report on that.

Ms. DeVries: Will you provide a report on this conservation area?

Mr. Showe: Yes.

Ms. DeVries: Okay. That's what he does?

Mr. Showe: Correct.

Ms. DeVries: I'm new here. I'm just trying to make sure that I understand.

Mr. Showe: So, the first portion is the scrub jay habitat. Those four things; the offsite habitat, onsite habitat, scrub jay and annual, are required reports. Everything else that he does is per request. So, if an issue comes up and we need somebody with his type of expertise, we have him on the line already, but we typically don't use very much of those services.

Mr. Colasinski: So, that's a budgeted amount basically.

Mr. Showe: Correct.

Ms. DeVries: It would be nice to see one of those reports.

Mr. Showe: I got it. I'll talk to him.

On MOTION by Mr. Colasinski seconded by Mr. Carnesale with all in favor the Agreement for Habitat Management Services with Kevin L. Erwin Consulting Ecologist, Inc. was approved.
--

Mr. Dale: Jason, Just really quick, is there any point of Pete coordinating with this guy on some of the stuff...

Mr. Showe: I think Pete has some experts on a line already.

Mr. Carnesale: I'm waiting on a phone call from ECOR.

**C. Consideration of Proposal for Monument Landscaping with Ground Professionals, LLC**

Mr. Showe: We sent out to the Board via e-mail, a proposal for the monument. I think we can remove this item from the agenda for now and put it on hold. There was a request from one

of the HOAs for monument landscaping. Upon further review, I don't believe this is a CDD responsibility at all. I did communicate that to the HOA Manager. I said, "*In that neighborhood, all of the monuments belong to the HOA.*" I haven't heard back from them, so I don't believe we need to take action on that, unless the Board wants to. I would caution you that if you approve things that aren't really a community-wide benefit, you could be setting a precedent for others as well.

Mr. Dale: Just a 30-second background on this. At the annual Viera East Community Association (VECA) meeting over at the Villages of Viera East, I guess their wall vegetation is not to standard apparently. One of the lights are out. It was brought up at the annual meeting that we own one of the walls and they own one of the walls. It just sounded really strange to me, but in a further plat review, what Jason was able to find was basically, we don't own one of the walls. It just sounded really strange to me that The Viera Company was really good about HOA issues sticking with HOAs. We haven't heard back from VECA, but I don't believe it's our responsibility. They were soliciting about \$3,000 for vegetation.

Mr. Colasinski: That's all they requested?

Mr. Dale: Yeah

**D. Consideration of Access Easement Agreement Between VECDD and DMI Nebraska, LLC**

Mr. Showe: The next item that we have is the consideration of an Easement Agreement between the Viera East CDD and DMI Nebraska, LLC. (DMI). Some of you were on the Board before, when an Easement Agreement was approved with this particular property. It's next to the former IRCC shed or storage unit. That property is not within the District, but right next to the District is a conservation area and any access to that property is through the CDD area. We currently have an Easement Agreement with that property, but the property has changed hands. Also, the current Easement Agreement has some terms that essentially says, "*If the CDD chooses within about 30 days, we could terminate it.*" That's something the new buyer would really like to see a little more permanent, obviously. So, we have to work back and forth with them and our counsel to come up with the agreement that's in front of you today. Should you choose to execute the agreement today, we would also simultaneously send them a letter terminating the old contract, so we don't have the two agreements out there on the same property. I don't know that really impacts the District at all, other than your granting them access. I think

the agreement is pretty tight in terms of if they have to make any repairs, if we have no problems, they have to make it. Otherwise, we can make the repairs and charge them. So, I think there's enough language in there that our counsel is comfortable with it, but it's really up to the Board to determine if you're comfortable with it.

Mr. Dale: I don't have any questions.

Ms. DeVries: I went out and looked at it. I don't really understand why that driveway is where it is, why it is going through our conservation area, why it is not coming on their own property and why it's not on our property.

Mr. Showe: Yeah.

Ms. DeVries: That's my first comment, which is why do we even have to have this? I don't know historically what happened here.

Mr. Showe: I don't either and I'm sure it's well before my time of being even involved in the CDD. My guess is, I think somewhere along the line, somebody either improperly surveyed it or there was something that happened and they thought that was part of their property.

Ms. DeVries: There is a culvert under the driveway. I think it is metal. So, one of the concerns that I saw in the minutes, from the last time, was that the water has to continually flow. They have to make sure that that culvert stays open. There's a culvert under the drain pipe. This is all going over a big drain ditch. It's a driveway going over a drainage ditch and there's a pipe under the driveway. So, I would want to make sure that the water can continue to flow through that and it's their responsibility if their driveway goes over that drainpipe.

Mr. Dale: Are we talking about heavy machinery?

Mr. Showe: It's a pretty good size warehouse.

Ms. DeVries: I looked that up too. I would call DMI a shell company. They were formed in a merger with a company called Car Guys. I don't know what Car Guys does. I would have to look that up. None of these people have websites. None of the owners are apparent. I can't figure out who owns this or what they do, but I am looking into it. The other thing that I would note is that the old agreement had a fee. I asked it to Jason if the company that had the agreement before paid the annual fee for the use of our property. The answer was that they paid the first year and not after that. The fee was removed from the new contract, so the question is whether we should have a fee.

Mr. Colasinski: Well, we might consider some sort of surety bond or something like that.

Ms. DeVries: Yeah, maybe.

Mr. Colasinski: Only because if there's a change in the business or damage there, then we're stuck with it. So, we get some sort of surety for a few thousand dollars, we are covered if something happens and they go after us.

Mr. Carnesale: The old warehouse was basically used for excess IRCC maintenance. Okay? However, they moved that onto their own property and sold it since.

Ms. DeVries: So IRCC sold it.

Mr. Carnesale: Yes.

Ms. DeVries: To Car Guys or the prior one.

Mr. Showe: No. They sold it to somebody else prior to that because the prior agreement was with a landscape company that was using it.

Mr. Carnesale: Correct. So, it was sold twice.

Ms. DeVries: By the way, they were out of business when you signed the agreement.

Mr. Showe: Yeah.

Mr. Dale: My main concern is heavy machinery going over a steel corrugated culvert.

Mr. Showe: Is there some recommendation that the Board would like for me to come back to them with?

Ms. DeVries: I would like to see a surety bond to make sure we have money to fix that if they break it.

Mr. Dale: Yeah.

Mr. Carnesale: The other thing too, Rob, we have to understand what that pipe was rated for.

Mr. Dale: I understand, but so was the stuff at the golf course. It would have a different rating, but still. I just want to make sure that it isn't rusting out and it costs us \$125,000 for one culvert.

Mr. Colasinski: That's why I'm asking for a surety bond in case something happens.

Mr. Dale: Yeah.

Mr. Colasinski: So, we have money to fix it.

Ms. DeVries: My recommendation is that they move the driveway. I don't know why it has to be there. Why do they have to have the driveway on our property? Why don't they have the driveway on their own property?

Mr. Showe: Well, they certainly don't. Obviously, the Board can terminate the prior agreement and not approve this one. Then they will have to figure out how to get access to their property.

Ms. DeVries: Right. It's just creating a potential mess for us to have a company that has a driveway.

Mr. Carnesale: Basically, the only way that I see we would want to even allow this, is if they can show us that their property is landlocked and can't be accessed without going across ours.

Ms. DeVries: That's not true.

Mr. Carnesale: I'm just saying...

Ms. DeVries: They have property that goes out to...

Mr. Carnesale: That would be the only reason.

Mr. Showe: It connects to Holiday Springs.

Ms. DeVries: They have to go to Holiday Springs.

Mr. Colasinski: The only other problem we have is actually preventing them to use that driveway.

Ms. DeVries: Yes, that's true.

Mr. Colasinski: We may say that they have to remove it, but...

Ms. DeVries: It's better to have the agreement with them and they can be responsible for it.

Mr. Showe: I think that was the prior direction of the Board.

Ms. DeVries: To use our property for their driveway.

Mr. Dale: Would we be able to get a surety bond for up to \$100,000?

Mr. Colasinski: I don't know the amount. It would be no less than \$25,000.

Mr. Dale: Let's look into that. I would like a high amount.

Mr. Showe: We will bring it back to them. Technically, they still have access through the old agreement.

Mr. Dale: Right.

Mr. Showe: Obviously we have the leverage and we can terminate that old agreement at any time with 30 days.

Mr. Dale: Right. I want to be a good neighbor, but I want to be responsible.

Mr. Showe: We'll ask them.

Mr. Colasinski: They would be paying one fee.

Ms. DeVries: It was \$100, which to me seems worth more than \$100 to use our property.

Mr. Showe: Absolutely. We'll follow up.

Mr. Dale: We haven't had a chance to do our study yet.

Ms. DeVries: I guess the surety bond takes care of it, but should we be charging a higher fee for the use of our property? Right now, there's no fee.

Mr. Colasinski: I'm not opposed to that.

Mr. McCarthy: Can we sell them that property?

Ms. DeVries: No.

Mr. Showe: We can't sell them the property.

Ms. DeVries: I don't know what a fair fee would be to have their driveway going through our property. \$100 seems too low. I was thinking something more like \$100 per month or \$1,200.

Mr. Colasinski: I'm not opposed to that.

Mr. Showe: If you have a high number that you want me to throw back at them...

Mr. Carnesale: That actually sounds like a push to them to try to find another area, which is good.

Ms. DeVries: Yes.

Mr. Carnesale: But I would still want to see the surety bond.

Mr. Showe: I will ask for it.

Ms. DeVries: The surety bond and not eliminating the fee for the use of our property.

Mr. Carnesale: Right.

Mr. Dale: I'm fine with any of the above. The main concern is the risk.

Mr. Showe: Absolutely. I will follow up and bring it back to the Board.

#### **E. Discussion of Southern Patio Enclosures Proposal**

Mr. Showe: The last item is the follow up discussion from the workshop on the proposal from Southern Patio Enclosures.

Mr. Carnesale: I saw the emails.



Mr. Showe: I handed out to everybody the comments that our attorney made on their terms and conditions. The items in giant boxes, are things that our attorneys would like for them to delete. They agreed to all of those changes except for the change on indemnification, which may or may not create some challenges for you guys in how you want to address it. Their indemnification terms are different than what we traditionally see in our contracts, which is where the vendor agrees to indemnify the District and not the other way around. This agreement has two-way indemnification.

Mr. Dale: Is this a Texas company?

Mr. Showe: Yes. Then there are some other terms in there that they want to make sure the Board is okay with. There is a term under warranty that the customer's sole remedy for the breach of this contract or the breach of warranty is to have the seller re-perform the work at seller's sole cost and expense. On the second page, they want to make sure that all of those things that are highlighted, the Board understands and are okay with it, such as the installation. Any issues with installation have to be reported within 30 days or they are waived. The seller can modify designs and specifications.

Mr. Dale: That was a good catch.

Mr. Showe: The seller shall not be responsible for any code violations, leaks, inadequate engineering or construction defects and the seller shall not be responsible for any damage caused during installation considered customized or abnormal. Obviously, there's something about using the property and marketing. They agreed to all the substantive changes that our counsel has except for the indemnification changes. I reached out to them with some additional comments, but we haven't heard back from them yet. They were just received today. Again, it's up to the Board's discretion to engage in this or not. As the attorney said it's obviously a Board decision. You can choose to execute the contract, but we just want you to know the full scope of the terms that they have in there.

Ms. DeVries: The one that caught my eye is the one right in the front row in bold. My understanding of this contract is that we sign it, they come out and measure and we pick materials. Then we're bound to this. I look at this first thing, "*You as a customer may cancel this transaction at any time prior to midnight on the third business day after the date of initiation, which is the payment.*" So, we have to give them 50% before we even have a final plan, a final

measurement, before we pick out our materials. I want to be able to have an out if the cost goes up substantially or we can't get materials that we like.

Mr. Colasinski: There's a brochure. There's a selection of colors.

Ms. DeVries: Yeah, but brochures are not swatches. We talked about this last time.

Mr. Carnesale: It has nothing to do with the brochure. Okay. My problem is that they have the option if they can't get something to arbitrarily change to something by their choice. They're not saying they're presenting it back to us.

Ms. DeVries: They say that in this contract.

Mr. Carnesale: Okay.

Ms. DeVries: If you pick something and it's not what we want...

Mr. Carnesale: We pick exactly what we want and if they can't get it, they just change it.

Mr. Colasinski: We've talked about the problems. What's the solution?

Ms. DeVries: The solution is that this contract needs to change to say, "*You as the customer can cancel this transaction at any time, after measurements have been taken, after the designer has come out and the design has been finalized.*" We have three days after the design is finalized to cancel it, not when we send the check.

Mr. Colasinski: I think the sending of the check is to cover the expense side for now.

Ms. DeVries: Well, it's a pretty big check.

Mr. Colasinski: I'm just giving you information.

Ms. DeVries: I know. I don't like having somebody come out and we pay a 50% non-refundable deposit, because if the price goes up and the material is not available, we lose money. So, I think the solution is that we need to write the contract so we can get our money back if we don't get the deal that we signed, meaning the price isn't the same, the materials aren't the same, it's not what we chose.

Mr. Dale: I would imagine the attorney could write an addendum to that effect.

Mr. Showe: I think the attorney could write the addendum, but I think the question is will the vendor accept that?

Mr. Dale: Hmm.

Ms. DeVries: Well, we can't know if we don't ask them.

Mr. Showe: Absolutely.

Ms. DeVries: I didn't like this term from the beginning, that we pay 50% and then they come out and measure and all of that.

Mr. Dale: I think a vendor would be reasonable about that if it were about the color.

Ms. DeVries: That is the problem.

Mr. Colasinski: Who are our alternative vendors?

Ms. DeVries: I don't know. You're saying this is the only vendor.

Mr. Colasinski: I'm not saying it's the only one. I'm just giving you the information. If you pull away from this and choose another vendor, it's going to be a lot more.

Ms. DeVries: Yeah.

Mr. Dale: Perhaps that's the way we can move forward so we don't have to wait another month.

Mr. Colasinski: I like your recommendations though. I think we control the vendor, but there's a risk that Jason said though, was that they could reject that too.

Mr. Dale: Perhaps we could take...

Ms. DeVries: We have to deal with the rejection. We have to say either we're taking this risk or you know...

Mr. Colasinski: Okay Rob, you can talk now.

Ms. DeVries: Go ahead.

Mr. Dale: Perhaps we can take a vote contingent on the criteria that Jen is talking about.

Ms. DeVries: That the deposit is refundable, at least partially refundable.

Mr. Dale: Based on material and color selection being available.

Ms. DeVries: And the final price.

Mr. Dale: I'm okay with that.

Mr. Colasinski: I don't object to that.

Mr. Dale: Contingent on that.

Mr. Carnesale: Well, we're talking about the addendum being prepared and approving based on the fact that they are accepting the addendum.

Ms. DeVries: I understand they're sending people out, so it doesn't have to be a full refund of the 50%, but they need to at least refund half.

Mr. Carnesale: Steve, didn't you say the installers were local?

Mr. Colasinski: It did not indicate that.

Mr. Carnesale: No?

Mr. Colasinski: No.

Ms. DeVries: No.

Mr. Carnesale: Okay.

Ms. DeVries: There was something else in here.

Mr. Colasinski: I have no idea where their installers will be from.

Mr. Dale: If we find out the only color available is hot pink, that's going to be a problem.

Ms. DeVries: Yeah.

Mr. Showe: Well, according to the contract that they have now, they can make that change if materials aren't available.

Mr. Carnesale: Right.

Ms. DeVries: That's not acceptable.

Mr. Carnesale: They can make it at their choice.

Mr. Dale: Do you think you can craft something in the way of a motion so we can move on?

Mr. Colasinski: Do we need a motion for this?

Mr. Showe: Yeah. If you want to make a motion to move forward, we would have to have something today. Is the Board okay accepting their indemnification clauses, because again, that's the other thing that they up until this point are not willing to waive?

Mr. Carnesale: We're indemnifying them as opposed to them indemnifying us.

Mr. Showe: Well, it goes both ways, but the statement says, "*Customer will indemnify, defend and hold seller and its affiliated companies and their respective directors, officers, employees and agents harmless from all liabilities, judgments, costs including court costs, reasonable attorney fees, and costs of claims and investigations, fines, penalties, expenses, damages, claim suits arising from any violation of law, gross negligence or intentional misconduct of customers or its representatives.*" and then it's the same clause basically the other way.

Mr. Dale: So, in other words, if the thing falls down on somebody's head, they can't sue the manufacturer. They can only sue us.

Mr. Showe: Yeah. We agree to defend them should they get sued.

Mr. Dale: Right. We would be getting sued regardless.

Mr. Showe: It's not what we normally see. If you guys are comfortable accepting their terms, that's absolutely fine. That's a Board decision.

Mr. Dale: I've heard you mention before that we're a government entity. Not that I want to go that route, but there are limits.

Mr. Showe: This may not even be applicable, frankly, but it's in the contract.

Mr. Dale: Right. I have a problem with it.

Ms. DeVries: So, if the thing falls on somebody's head and that family takes us to court, are they defending us too?

Mr. Dale: No. They're completely out of the process.

Ms. DeVries: They're completely out of the process.

Mr. Dale: That's what they're saying.

Mr. Showe: It also says, "*Seller will indemnify, defend and hold the indemnified parties harmless,*" so they're going to hold us harmless. If they get sued for their gross negligence, they hold us harmless and it goes backwards. They did say that they'd be willing to add us as an additional insured onto their insurance while they're doing this, so I think that's at least something else.

Mr. Dale: Hmm.

Mr. Showe: Again, whether that's an actual tangible concern or not based on your history with this, I don't know. So, as long as you're fine with all of the other provisions, then I can see if I can negotiate some change in that cancellation. I think the suggestion would be if that the initial deposit is only enough to have them come out and do the measurement, then maybe we provide a 50% payment.

Mr. Colasinski: After we agree on materials and we realize the materials are available, then we will pay the 50% deposit.

Mr. Showe: Yeah.

Mr. Dale: Yes.

Mr. Showe: I'll try to work through that and see if we can get that. I think that's a much more reasonable approach and that's definitely what we see. We'll pay them to come out. That way, if they come out and we hate it, we don't get that back, but we're not making the 50% upfront and have three days to cancel it. I'll see what I can do.

Ms. DeVries: That's what I wanted.

Mr. Showe: If the Board is amenable, then I think the motion would be to approve the agreement with Southern Patio Enclosures in substantial form while District staff works out the issue of the cancellation and payment terms as discussed at the meeting this evening.

Ms. DeVries MOVED to approve the proposal with Southern Patio Enclosures in substantial form subject to District staff working out the cancellation and payment terms as discussed and Mr. McCarthy seconded the motion.

Mr. Colasinski: I still want to know basically, where we wind up. We're paying for the person to come out here. We don't know from where, probably from Texas. That's not a big deal. Okay. If that's where the company is located and that's the one person that you have to be dealing with and he has to physically come out and measure, then yes, that's a known expense. But I don't like the idea of approving this without knowing whether or not they're going to agree to the changes that we're proposing.

Mr. Showe: If they don't agree, the contract cannot be executed.

Mr. Dale: Right.

Mr. Carnesale: Okay.

Mr. Dale: Then it comes back to the Board.

On VOICE VOTE with all in favor the proposal with Southern Patio Enclosures was approved in substantial form subject to District staff working out the cancellation and payment terms as discussed.

**SIXTH ORDER OF BUSINESS**

**Old Business**

**A. Action Items List**

Mr. Showe: The next item is the Action Items List. Most of the things that are ongoing right now are some of the current path extensions as well as the irrigation project. As far as the fountain...

Mr. Dale: I meant to respond, but I got wrapped up in business. I got a text from Mr. Ed Grassley regarding the sidewalks in Woodside Park. You know how we had hired Bell Construction? My understanding was we had five sections that he had built into his price and we had done all of those sections.

Mr. Showe: I believe that's correct.

Mr. Dale: I was 99% sure. I'm just confirming that's what happened. If there is additional work that Ed would like to do in there, then that's a separate item.

Mr. Showe: It's separate. It would go under maintenance at this point.

Mr. Dale: Okay. Thank you.

Mr. Showe: I don't think there's anything else outstanding.

## **SEVENTH ORDER OF BUSINESS**

### **Staff Reports**

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

Mr. Showe: The General Manager is not here.

Mr. Colasinski: I can give a summary on that. They're trying to work on the greens in regards to some of the grass that suffered during the drought this summer. They're trying to recondition the grass. They are also working on a couple of bunkers right now, trying to get those back in shape after the storm. The driving range is open. It looks good. It's open today. Tim was talking about reopening it last week. I came back tonight and it was open.

Mr. Dale: I thought we were talking about reopening in mid-November.

Mr. Colasinski: Yeah, but it's open right now. It's a good thing. It actually went better than anticipated. The golf course is in pretty good shape at this point in time. The Pro Shop obviously is open and fully restored. They're still going to be replacing ceiling tiles and putting in some black track lighting. The ceiling tiles are going to happen on November 7<sup>th</sup>. That is the latest information on the Pro Shop. The track lighting will come after that as the current track lighting was not fitted for the current format of the Pro Shop. So that's why we're going with a new track lighting in there. The concrete for the new restrooms was poured in there earlier in the week and it's curing. The plumbing inspection was done on Monday. So now they can actually start by doing the walls in the restroom. That work should start this following week. They did the baseboards today, in the restaurant. They put the vents in. Tomorrow is going to be the day for doing the electrical work, the new switches and also the lighting in the restaurant. There's still a section out where the old porch was. The concrete was poured earlier, but the ceiling still needs to be painted. That painting is going to happen next week sometime. After the painting is done, the vents are put in and then Jeff will move back in. Jeff was busy tonight moving tables and chairs back into the restaurant. So, the expectation is Jeff is fully planning to open the indoor dining this week. The kitchen moved last week from outside back indoors. That's happened as

well. We are going to be putting the same epoxy coating on the sidewalks surrounding the building, the new sidewalk we put in, the steps that come up the cart path and the ramp that is over by the double doors by the restaurant. That will now have the new epoxy-coated painting. Railings will be painted black to match our current configuration of the building. The hood in the restaurant is still to be determined as we don't have a date. The building permit was applied for on September 13<sup>th</sup>. The hood vendor said they would start on the 19<sup>th</sup>. So, coordination has to happen between the electrical people and the hood people as well for the significant wiring changes that need to be made to install the hood. The people that are doing the hood installation are just doing strictly the mechanical aspects and nothing electrical. The electrical work behind the rear entrance to the restaurant, the employee entrance, was completed, so we no longer have any safety issues back there regarding electricity. We also have a couple a couple of lights back there for illumination for employees. I think that's it. Are there any questions about the remodeling effort or anything else?

Mr. Dale: I think that pretty much nails it, in summary. You've got a complete renovation of four to five years of golf course and neglect.

Mr. Colasinski: It's getting there. In the kitchen, we're replacing the ceiling tiles, but we've got to get the hood in first. It's a new footprint and then we can put in the new grid.

Mr. Dale: That was a little harsh, using the neglect term. I don't want to just use that. Some of it was just wear and tear, but bad design from the start with what we got from The Viera Company, ranging from the roof design and the electric.

Mr. Colasinski: Well, it served its function and purpose and we just have to deal with what we have. I think we are doing that. That seems to be moving along fairly well.

Mr. Carnesale: Yeah. A lot of that basically was not visible under the old configuration and it wasn't until we started renovating that we found all of the errors in the original construction. I'm saying it was invisible from before. I'm not blaming prior Boards or prior managers because it wasn't visible.

Mr. Colasinski: It's just the time of when it was constructed, is all it is. I think if you go to any building in this county with that age, you will find some of the issues.

Mr. Dale: I just want to touch on one small thing and it's just basically a statement. I am just presenting it to the Board. We did have a small rate issue this week. My feeling on the rates is what we voted on at the August meeting. It really is irrelevant as to whether or not somebody



feels that they deserve a different price or whatever the case would be. Everybody was well aware of the meeting. It was well announced and going forward, that's what we share with the golf course staff, namely Eddie and Kyle.

Mr. Colasinski: They understand that.

Mr. Dale: But I just want to give that a little bit of emphasis on the part of the Board, unless anybody has an issue with that. Okay. That's the way I thought everybody would feel.

**B. District Manager's Report**

**i. Consideration of Requisition No. 135-140**

Mr. Dale: Let's move on to the requisitions.

Mr. Showe: Sure. We have Requisition No's. 135 through 140. We handed out Requisition No. 140. We actually received it late yesterday. That's the last draw for Phase 2 of the clubhouse. I think basically, all of these are really related to the clubhouse improvements. So, it is our recommendation to approve all of those unless the Board has any questions or would like to discuss those.

On MOTION by Mr. McCarthy seconded by Mr. Carnesale with all in favor Requisitions No's. 135 through 140 were approved.

Mr. Showe: Just as a note, obviously with the holidays next month, our actual workshop is next week. Just be aware that it's next week. Hopefully, they'll have some updates on those contracts that we discussed today and it will be a quick workshop. That is next Thursday.

Mr. Colasinski: Then our next meeting is two weeks after that.

Mr. Showe: Correct.

Mr. Colasinski: If we have any positive action on that contract, we might have to wait three weeks before we approve that. The lead time on those weather shields is from 10 to 12 weeks.

Mr. Dale: No, actually we approved it tonight.

Mr. Showe: You approved it.

Mr. Colasinski: The thing is though, we have to get feedback from them.

Mr. Dale: But if they're good with all of the criteria we put forth, then Jason and Tim are able to...

Mr. Colasinski: I'm just trying to leave the door open for us to approve any changes that might occur based upon their review. Because otherwise we won't get a chance until three weeks out.

Mr. Showe: I think if there are issues with getting it approved the way we have it, we'll have that discussion at the workshop next week and if there's consensus, we'll just move forward and ratify it later as we've done in the past. I think that'll at least give you some time to hopefully work some magic with it.

Mr. Colasinski: Alright.

Ms. DeVries: So, our workshop instead of being on the 10<sup>th</sup> is on the 3<sup>rd</sup>?

Mr. Showe: Correct.

Mr. Colasinski: Then the regular meeting is when?

Mr. Showe: On the 17<sup>th</sup>.

**C. Engineer's Report**

- i. Discussion of Storm After Action Review and Culvert Study & Storm Water Assessment**
- ii. Consideration of Stormwater Inventory Proposal with Robb & Taylor**

Mr. Dale: Well, we talked about this two weeks ago at the workshop. That was the bulk of our meeting. We talked about a number of the things that went right during the storm. We talked about the storm itself being a 100- or 500-year type of storm or whatever you want to call it. We talked about Bayhill and our four flow ways, with Bayhill being the primary one, how clear that is now and how I think that was conducive to nice drainage during the storms. But going forward, we did have issues in Somerville. I think that was our only community that was backed up. Understandable, there are some questions. I want to find out if people are dumping refuse into the lakes, but that's a side issue. I think the two large issues arising from the storm that I see are: A) We need to do some form of a study of all of the culverts that we have in the District. We have 84 lakes.

Mr. Colasinski: I need to remind you that we had this discussion before about doing a study like this. We just never took it as a formal action.

Mr. Dale: Right, but what needs to happen though is a formal action item now.

Mr. Colasinski: Yeah.

Mr. Dale: What we talked about at the workshop was spending up to \$20,000. It may be like other things that we've done where we don't wind up spending a dime.

Mr. Colasinski: In many cases this is not about our District drains as much as understanding the health of the system.

Mr. Dale: Exactly. The health of the system, but I think at its root, my core issue, what I'm really concerned about is how many of these culverts are steel based.

Mr. Colasinski: Again, it has to do with the health of the system.

Mr. Dale: The health of the system. We spent \$250,000 on just two culverts. If we've got hundreds of culverts in the District and a large percentage of them that are steel, that gives me concern.

Mr. Colasinski: That's why we started the capital reserve.

Mr. Dale: We held onto that. For those in the audience that don't know, you have two entities that we're managing: the CDD and the golf course. Yes, the golf course is in the CDD, but the most recent tax issue that we just dealt with was about setting funds aside so that we have them for emergency purposes solely for the CDD, i.e., if we get culvert failure or something along those lines. That's really the primary thing and perhaps buildings down at Woodside Park. Those are the two large issues that from a money perspective could really bite us.

Ms. DeVries: One of the other things that you really need to know is who owns it. As we go through these culverts, one of the things that we found is that we don't even own it. Was the problematic culvert the one that we're not even sure we own?

Mr. Dale: I don't want to pretend that I'm an engineer here, but I understand there's a difference between culverts and drains.

Mr. Showe: Yeah. I think the technical question is as the water hits the drains in the road, those roads are in most cases, owned by the county or the individual HOAs. It's my understanding again, it's probably a good question for the engineer to look at the technical terms, but we don't really own the water until it gets from the drain into the lake. That's where our responsibility lies.

Mr. Dale: Right.

Mr. Showe: Now once it's in the lake, it's in our system and we have to make sure that the system is operating.

Mr. Dale: Right. We own the big culverts, the big flow ways. That is our responsibility. So, it's kind of a mishmash of things. I heard the question, what are we here for? We're not an emergency services organization. We are not a municipality. We are not a county entity, so we don't have emergency services. However, with that being said, one of the things that we did discuss at the workshop also was doing a similar process like we did with the firebreaks, where on an annual basis, either we contracted out or we have Ed's team do it or whoever, I would like all of our major flow ways inspected to see if there is debris.

Ms. DeVries: Before hurricane season.

Mr. Dale: Exactly. To see if we do have large branches. Probably the best time to do that is right during the dry season because that's where we'll be at our lowest point.

Mr. Colasinski: The scope of that is fairly extensive. The execution time for that may take a while.

Mr. Dale: You're right, because you're probably talking hundreds of days.

Mr. Colasinski: I don't disagree with the timing of that. I'm just saying don't expect to get that done in a day.

Mr. Dale: No. It's sort of like the firebreaks. It takes months.

Mr. Colasinski: Right. Actually Jason, with that proposal, I'd like us to please make sure that we're getting a report out.

Mr. Showe: Yeah. It says that they will complete a report.

Mr. Colasinski: As long as we're getting that...

Mr. Showe: There's a table outlining our utilities.

Mr. Colasinski: That way, we can take action.

Ms. DeVries: Find out who owns them.

Mr. Dale: Right. We need to find out who owns what. We need to find out what problem we have in the culverts and we need to have an annual type of inspection, similar to the firebreak.

Mr. Colasinski: Actually, that is what it is. We want to understand the entire system, the health of the system.

Mr. Dale: Right.

Mr. Colasinski: Whether it's our drains or not, is irrelevant. We want to understand what the health of that system is.

Mr. Dale: Right. Then the other part of this that I think is...

Mr. Carnesale: The thing is if we identify problems within the drains that aren't ours, at least we can then give it to whomever owns it.

Mr. Colasinski: Exactly. Then we can work with the county if we see issues. We can do something before it becomes a problem.

Mr. Dale: You never know when the storm is coming. You don't know if it's going to be on the weekend or a weekday or what the case would be. But we do need to have some emergency response. There would have been very little that Ed could have done.

Mr. Colasinski: We have that right now. The thing is it's not a 24-hour response. We have the number that you can call, but it rings in the District Office.

Mr. Dale: Right.

Mr. Colasinski: The District Office is not manned 24 hours a day/7 days a week.

Mr. Dale: Right.

Mr. Colasinski: There is a number you can call, but it not manned.

Mr. Dale: Especially after a storm like this. That doesn't mean that people are going to be there. What we do need is maybe something email based.

Mr. Colasinski: After any storm, you have to remember that infrastructure could be down.

Mr. Dale: Right.

Mr. Colasinski: Okay, so we probably need multiple contact sources because you don't know what's working and what's not working after a storm. We don't know. So, we need to have some way, a mechanism that regardless of infrastructure damage, would be able to store contacts.

Mr. Dale: Right.

Mr. Colasinski: Email should be one. A phone call can be another, but we may need to have somebody.

Mr. Dale: We need to have someone physically that you or I or Jason could reach out and touch. The problem we ran into was...

Mr. Colasinski: We need somebody at the office.

Mr. Dale: Or even if they're not at the office.

Mr. Colasinski: You have to let people know where someone's going to be before you contact them.

Mr. Dale: Right.

Mr. Colasinski: Having them at the office is at least a central location that people can reference.

Mr. Dale: Right.

Mr. Carnesale: Well, I think the problem that they're running into is not that they don't get an immediate response, but the fact that they don't get a reasonable timeline of a response. Okay. The answering machine sitting in the office works okay, if they can leave a message on it and a number that they can be reached and whatever, as long as somebody's going into the office, regardless of whether it's a weekend or a night, periodically to retrieve those messages.

Ms. DeVries: Or calling the answering machine.

Mr. Carnesale: Okay. I'm just saying.

Mr. Colasinski: Keep in mind, if the infrastructure is broken, that may not work.

Ms. DeVries: That's true. It may not work.

Mr. Colasinski: You might need somebody in there and you don't know whether the infrastructure is working or not. That's the real issue. So, we might need somebody in the office to be physically there afterwards.

Ms. DeVries: After the storm.

Mr. Dale: I think a final component of this is educational. We need to get a letter out to everybody, whenever we talk about this at the workshop. People need to understand that, yes, we have heavy machinery for the golf course, but we don't have the heavy machinery to go digging out culverts and doing things along those lines.

Mr. Colasinski: I think we have an exception to that.

Ms. DeVries: I think education is not to throw out their palm and tree branches.

Mr. Dale: Well, that's part of the education. That's a huge part of it. Believe me, I'm a little upset about that. I really want to find out if that branch was cut or not.

Mr. Colasinski: Right.

Ms. DeVries: As well as where they call. My company has a virtual system where you call a number and it forwards to someone's phone. Now, you're right. The infrastructure could be out and there needs to be an email backup.

Mr. Colasinski: I think we would need somebody physically in the office. Someone you can actually see. For instance, if half of the infrastructure is down and somebody sees a cop on the street, they're going to flag him down. Because if nothing is working, that's your only way of getting a hold of somebody. If we can say that there's going to be somebody there, people know that they can go there and actually talk to someone.

Ms. DeVries: What you are suggesting, just to be clear, is that the day after a major hurricane, somebody should be in the office.

Mr. Dale: Somebody should be the on-call person.

Mr. Colasinski: Just be careful when you say "*on-call*." There should be somebody there, a physical person.

Mr. Dale: No, when I say on-call, it's like in the medical world. If you're on call, that means if something happens, "*Hey, we need you. Come on in.*"

Mr. Colasinski: They have to be at the office. We just need somebody there.

Mr. Dale: We need Ed to develop some form of a...

Mr. Colasinski: Recovery Plan.

Mr. Dale: For hurricanes. Normally, I'd be looking at Tim right now.

Mr. Showe: I know that they check it before the storm because Tim called me. What they do is check all of the outfall structures. So that's what you want to look at. You want to make sure that the outfall structures are clear of debris because that's where the water is going to flow between. Also, as a note, that's part of what ECOR does. So, when they're out spraying the lakes, part of their contract is that they look at those outfall structures to make sure there's no vegetation blocking them. They take care of that monthly too. I do know that Tim called me before the storm and said that they went out and inspected all of the outfall structures to make sure at least they were as open as they could be prior to the storm. Again, it's almost impossible to predict where the debris is going to collect because once it hits the water, it's going to go to the point of the most resistance.

Ms. DeVries: So, it could've been clear when they checked it, but not clear after the hurricane.

Mr. Showe: Correct.

Ms. DeVries: Is this one of the structures that ECOR checks?

Mr. Showe: Not if it's an in-road drain. That's not something ECOR has the capability to check. They treat the lake. They're looking at the outfall structure. That's where the water goes out of the lake.

Ms. DeVries: Okay.

Mr. Dale: Because the drain is so far submerged.

Mr. Showe: Yeah.

Ms. DeVries: This drain was the county's?

Mr. Dale: That's my understanding. The engineer would give you a little more information.

Mr. Colasinski: That's part of this assessment, to understand who owns what and our plan to do some preventive maintenance.

Mr. Dale: It's also education. Because the other big thing is, and I still see it driving around the community, everybody stacked all of their refuse on the stormwater drains. If we would have had back-to-back storms and they stacked everything on the stormwater drains, guess where all of that is going? Right into the stormwater drains. It needs to be an educational process that's not the best place for debris also.

Mr. Carnesale: If you ask the people, they put it there because they don't want it to destroy their lawns. That's cement, so they're putting it on the cement.

Mr. Dale: I get it.

Mr. Carnesale: Okay. The problem is it goes into the drain and it causes other problems.

Mr. Dale: Yeah.

Mr. Colasinski: Well, the other thing is, if we can put signs maybe near some of the drains, just to warn people about obstructions, this is a key area that needs to remain clear for storm drainage. That's just a thought.

Ms. DeVries: It's part of the messaging that goes out too, especially before a hurricane. You need to know what to do with your debris.

Mr. Colasinski: I think we have enough people in that District that are in tune with things like that, that would at least take a look because we can't be everywhere all of the time.

Ms. DeVries: No, we can't.

Mr. Colasinski: If people know the spots that could be trouble, if we mark them somehow, they could report it to us.



Ms. DeVries: I know we wanted to work with the HOAs, but this would be a key thing to work with the HOAs to make sure that every neighborhood...

Mr. Dale: I think the HOAs and we have a new County Commissioner coming in that I think we're going to take some time to sit down with and express some of our concerns relating to some of the ideas and see if they would have any problem. Maybe we'll go around and stencil, "*No refuse or whatever on all of the stormwater drains,*" just as a reminder. A hundred little things like that make a difference.

Ms. DeVries: Maybe I'm wrong, but I don't think it's a problem to stack your palm branches there when there's no storm, but when there's a storm coming...

Mr. Dale: It's Florida. We get thunderstorms that are worse than the hurricanes.

Mr. Colasinski: Where I live and also in Viera East, people had their trees trimmed just before the storm and it was all lying out there.

Ms. DeVries: It was all lying out there during the storm.

Mr. Colasinski: Then it just blows around.

Ms. DeVries: The water comes and drains it down the drain and then it gets stopped.

Mr. Colasinski: We don't know how those palms got there. It could've even happened during the storm.

Ms. DeVries: That's what I'm thinking.

Mr. Colasinski: They're blowing into the lake off of trees, so we don't know. We'll try and take some actions here based on this proposal.

Ms. DeVries: Let's see what the report says and meet with the County Commissioner.

Mr. Colasinski: We are going to get some education out there and maybe we can work with them too on the signs.

Mr. Dale: Alright. We can add this to the Action Item List. If you would, please coordinate with Tim to have Ed develop some sort of, how did you phrase it, Steve?

Mr. Showe: Emergency response.

Mr. Colasinski: Recovery Plan.

Mr. Dale: Thank you. That was very succinct. I like that. Some Recovery Plan where we're going to have somebody available and how we're going to communicate that to people. Because when we send our letter out in a couple of months, I want that to be part of it. We might need up to \$20,000.

On MOTION by Mr. Colasinski seconded by Ms. DeVries with all in favor the Stormwater Inventory Proposal with Robb & Taylor in an amount not-to-exceed \$20,000 was approved.

Mr. Dale: You can assign Tim and I responsibility for writing the letter. Jen, if you would like to do that.

Ms. DeVries: I'll write it.

Mr. Dale: I think that's great. Thank you.

Ms. DeVries: You're welcome.

**D. Lifestyle/Marketing Report**

Mr. Dale: We have Ms. Webb.

Ms. Webb: I have some good news, I guess. GolfNow reorganized their marketing. We weren't getting what their contract said, as you guys could tell. So, we have a brand-new point of contact. They assigned us three people who are a design team. So, if we want them to design it, they can. It's always good to have something quick for the golf course that might not be able to get out so fast, if you want something out quicker. There's about a 72-hour wait time as we previously had to get something to go out. So, that's going to be good. I've tested them out a couple of times already and it went right out. So, I think they are definitely paying attention to us right now. It did not change our price, but I think they owe us a couple of months when they hadn't done anything.

Mr. Dale: A couple of months.

Ms. Webb: Their contract has been pretty lax. Hopefully, having Allison on board and us having that contact will be good. I noticed a lot more emails going out from the golf course as well as posting on social media accounts. That's probably the biggest thing. Everybody will be outside on the patio tomorrow, with all of the renovations. We did push back the grand opening from November to January. We haven't set a date for that yet, but we will and an advertisement will go out in the Space Coast Magazine. I will send it to the Board as well so you guys can see what's going on there. It's been quiet. I get requests weekly for the Farmer's Market. Hopefully, our market will be bigger this November. It's been consistent. People are enjoying it. I deal a lot with these people. We have contracts with them on what they can or can't do when they come to

the market. It's also good to have a contract. Everybody wants to make something. We now have a meat vendor and a bread lady who is going to start baking. I've reached out to our brand-new produce lady who got flooded.

Mr. Dale: She lost her crop.

Ms. Webb: Her farm is actually in Orlando. She got hit with floods. I don't know if there's a recovery system waiting for her or not. Hopefully, we'll get her back here soon. Unfortunately, the storm wrecked quite a few people. But we do have a new fish guy. He will be out there on November 10<sup>th</sup>, which will be the next Farmer's Market. We also have a free library where you share a book and take a book at Woodside Park. Be on the lookout for that. It is being donated and installed.

Mr. Dale: I appreciate you mentioning the park because we didn't really talk about this during the Action Item List. I'm surprised that the park canopies held up. We got lucky.

Mr. Colasinski: The winds were much larger than anticipated and those canopies are good for that wind.

Mr. Dale: Yeah. Thank you, Michelle.

Ms. Webb: You're welcome.

#### **E. Restaurant Report**

Mr. Dale: I think we covered that enough in the District Manager Report, but the bottom line is the restaurant is open tomorrow on the inside. We will have an inside and an outside. There is a nice new patio and a nice new restaurant on the inside.

Ms. Webb: And new menu items.

Mr. Dale: There are lots of new menu items. We are getting very favorable reviews from places like 321 Flavor and Florida Today. I'm very optimistic about the amount of revenue that the restaurant will be generating in the next year. Even were it just to break even, the thing that this Board has always said is that the restaurant is a reflection of the golf course and vice versa. The two play off of each other. What we've been seeing is the revenue dramatically increasing in rounds and everything at the golf course. The course itself is the goose that's laying the golden eggs. Actually, I'm going to take it one step further. I have just a little bit of good news to report. Actually, it's a lot of good news. We got the final financials for the fiscal year and we hit \$385,000 as the official profit for the year. We've got back-to-back years of significant profits. A

lot of times I hear the comment, “*Well, if we're making so much money, why do we need to raise rates?*” Well, the reason why we need that profit is so we never have to take out another bond. That money has to go to capital reserves so we have the money. It is sort of like saving for a roof or for an air conditioner that we know we're going to need in 12 years.

Ms. DeVries: In this case, it's culverts.

Mr. Dale: Culverts. Well, actually that's a separate issue. I'm talking about the golf course. The main objective of this Board has been for the golf course to be self-sustaining and we are doing that. I'm very happy to report \$385,000 in revenues. Our employees are going to be very happy also because based on the incentive system that we implemented last year, with the numbers that we put forward, they will be getting a 5% bonus. We already have Ines looking into how to do the calculations on that and getting with the payroll company. So, we're about a week ahead of that. What we have told the employees is, well before Christmas we expect that they will get their bonuses. We are not going to give them a membership to the jelly of the month club. It's going to be a 5% bonus.

## **EIGHTH ORDER OF BUSINESS**

### **Treasurer's Report – Consideration of Financial Statements**

#### **A. Approval of Check Register**

Mr. Dale: We have a Treasurer's Report.

Mr. Showe: We'll just go over the checks that we've written for the month. In your General Fund, we have Checks #4531 through #4550 in the amount of \$36,129.95, Checks #158 through #161 in the Capital Reserve in the amount of \$9,407 and Checks #30033 through #30101 for the golf course in the amount of \$67,400, for a grand total of \$112,937.45. If the Board has questions on those invoices, we can do our best to answer those.

On MOTION by Mr. Colasinski seconded by Mr. McCarthy with all in favor the Check Register for September 16, 2022 through October 19, 2022 in the amount of \$112,937.45 was approved.

#### **B. Balance Sheet and Income Statements**

Mr. Showe: The Balance Sheet and Income Statement is for the Board's information. Again, I will point out that we collected all of our assessments for the year. As the Chair indicated, there was a profit of \$385,000 in the Golf Course Fund for this year. That may adjust

slightly based on when we get to the audit in, but we're comfortable that's pretty close. That's all we have.

Mr. Dale: I know we just went through our audit. Was there anything that we need to...?

Mr. Showe: Actually, we're a little behind on that. The vendor has taken some time to get that done. Given the requisitions, I think there was a little more work for them this year and they had some staffing challenges.

Mr. Dale: It sounds like it was pretty extensive this year.

Mr. Showe: A little bit. There were some changes in the law. Things such as leases have to be categorized differently. So, there were a lot of changes that they had to maneuver through. Staff has been diligently answering questions. We expect to have that audit done, but I don't think the draft I've seen has any issues. It just took a long time for them to get it completed.

Mr. Carnesale: We've moved a lot of stuff around to make it more accessible and more visible in terms of the actual budget lines and that kind of stuff. From our point of view and from the people's point of view, that's good. From an auditor's point of view, it just gives them more items that they have to review, but in the end, it's good accounting.

Mr. Dale: Jason, I don't know when we need to make the final decision, but I'm curious, with \$385,000, obviously, we've got to pay bonuses out of that. My feeling on the leftover is that all should go into reserves like we did last year.

Mr. Colasinski: We'll reserve for the golf course. We'll be very specific about that because we have a capital reserve.

Mr. Dale: Right. Does anybody feel to the contrary on that?

Mr. Carnesale: No. That's the way we described it when we created it.

Mr. Dale: I'm just one vote.

Mr. Showe: Obviously, we'll do that, but that doesn't lock you into anything.

Mr. Dale: Right. You have a general idea where we're heading.

Mr. Showe: Absolutely.

## **NINTH ORDER OF BUSINESS**

## **Supervisor's Requests**

Mr. Dale: Pete, do you have anything?

Mr. Carnesale: Not really.

Ms. DeVries: Nothing from me.

Mr. Dale: Paul?

Mr. McCarthy: I'd like to thank the two residents who spoke regarding the situation over there. I drove over there when I received the first email and I realize how concerned they were. We are going to make every opportunity to improve the situation as we go forward.

Resident (Clifton Higgins, Somerville): We appreciate that.

Mr. Carnesale: Hopefully, it won't happen again.

Mr. Dale: Steve?

Mr. Colasinski: One of the things I'm noticing here, and I've asked about this before, at the golf course we have gift card sales and gift card usage and the gift card usage exceeds the gift card sales. The answer received was that there's a little bit of a lag. Well, going back and looking over the last six years, we've sold \$64,101 worth of gift cards. However, the gift card usage was \$105,900. We have a \$41,799 difference in what we are paying, what people are buying and what people are spending using the gift cards. If you were to take the amount of money that was paid, there's no accounting for 65% of that. So, I'd like to...

Mr. Dale: How do rain checks get rung up?

Mr. Colasinski: That's not a gift card.

Mr. Dale: I understand.

Mr. Colasinski: That's a rain check.

Mr. Dale: Perhaps.

Mr. Colasinski: It's a piece of paper.

Mr. Dale: I understand, but sometimes there are refunds on them. I'm just wondering if somebody is being sloppy or lazy about coding it a different way.

Mr. Colasinski: A gift card is a physical card.

Mr. Dale: I understand, but sometimes people don't code it that way.

Mr. Colasinski: That's why we need to have an investigation to understand what's going on.

Mr. Dale: Right. That's where I'm going.

Ms. DeVries: I agree.

Mr. Colasinski: Because this is too disparate. It's been going on for years and we need to get an understanding of what's going on here. So, I would suggest that we stop selling gift cards and stop redeeming them for a while until we get this investigation done.

Mr. Showe: I think there are some legal implications to stop redeeming them. To stop selling them is a different matter.

Mr. Colasinski: We have some fraud going on here and we need to get to the bottom of it.

Ms. DeVries: That's what it sounds like. You can't not redeem them.

Mr. Colasinski: So, we just let people keep stealing?

Ms. DeVries: Well, we're going to figure out what's going on.

Mr. Showe: Yeah.

Mr. Colasinski: Yeah, but in the meantime, we just let people keep stealing?

Mr. Dale: Well, we can put a halt to further sales.

Mr. Showe: Correct.

Mr. Carnesale: We can put a halt on sales. You can't put a halt on redeeming because the money is already given to that person.

Mr. Showe: Yeah. I think that's part of the problem. I think that Paul can attest that the Board looked at this issue several times over the years and the legal opinion is when you sell a gift cards; especially since we're a governmental entity, you can't just wipe it out after a certain time. You have to continue to carry that as a liability until it's been utilized.

Mr. Colasinski: We're looking at six years of data here. There is a distinctive difference and we need to get an understanding of that. So, we won't be selling gift cards, but I don't like giving money out the door just because somebody says, "*Oh, I got a gift card. Is it real? Yes or no?*"

Ms. DeVries: Of the ones that are getting redeemed, is there a way that we can look at them?

Mr. Colasinski: I don't know.

Mr. Dale: Is that printed manually?

Ms. DeVries: Are these magstripes?

Mr. Colasinski: I looked at the figures and I came up with the issue. I have not started an investigation. I know nothing about the process. That's why we need to...

Mr. Dale: Jason, what the previous times that you've looked at it?

Mr. Showe: I believe that Tim can run a report and show you all the balances of all the cards that are outstanding. That's again not my recollection offhand.

Mr. Colasinski: I think there's more to it than that, but that's part of the data. I think we also need to understand the process as to how we're selling and redeeming them as well.

Mr. Showe: Yeah.

Mr. Colasinski: The accounting aspect is one thing, but also the actual process in which it is done is another. I know there were people fired over at Doran for gift card fraud. So, it's not unusual, but we just need to investigate. I'm trying to understand that, is what it boils down to. So, we just need to do an investigation to understand the numbers and substantiate them. It may be good. It may be bad. I don't know, but we need to do something because this has been ongoing for years.

Mr. Dale: Is it the consensus of the Board that we put a hold on gift card sales?

Mr. Colasinski: Yes, so we're not giving away money for nothing.

Ms. Webb: They buy them from the office and they also can buy them online, but the online one goes directly to them. So it may be that you only want to stop the online sales.

Mr. Colasinski: Until we understand root cause, we need to stop the sales.

Ms. DeVries: Michelle, are there paper and plastic ones?

Ms. Webb: Yes. When you buy the ones from through GolfNow online, it comes from GolfNow.

Ms. DeVries: It's plastic and it's magstripe.

Ms. Webb: Yes, if they write it from the Pro Shop.

Ms. DeVries: Okay. It would seem that the ones that GolfNow are selling, are trackable with numbers assigned to every card.

Mr. Colasinski: I think I'd like to avoid speculation and just do an investigation.

Ms. DeVries: Okay.

Mr. Dale: I'm good with the investigation. Obviously, that has to happen, whether or not we stop sales.

Mr. Colasinski: I say stop sales, until you understand what's going on.

Ms. DeVries: I don't know if I wanted to have sales stopped after Thanksgiving. What can we do?

Mr. Colasinski: If you can predict how long the investigation will take, then you can have that timeline. We can't predict that right now because we don't know who's doing the



investigation and when it's going to be done. More than likely the people doing it have other duties as well. They won't be there full-time.

Mr. Dale: Is this something that we can get our auditor to handle?

Mr. Showe: No. That's not really within the scope of their purview.

Mr. Colasinski: Right. Because a lot of its process is an internal process.

Mr. Showe: Yeah. I think Tim or somebody from the Pro Shop can give us some evaluation on that. You'd have to hire an independent person to do that.

Mr. Dale: Here's my concern. We have several new people running the Pro Shop now that don't have the institutional knowledge of how things were done in the past.

Mr. Colasinski: It is the institutional knowledge that caused this problem.

Mr. Dale: I get it, but are they going to be able to identify the root cause?

Mr. Colasinski: Yes.

Mr. Dale: Do you think that Kyle will be able to figure this one out?

Mr. Colasinski: He's worked in the industry for over a decade and understands the process.

Mr. Dale: Alright.

Mr. Colasinski: I have confidence that can be done.

Ms. DeVries: If we have people that can solve this, I don't want this to go on indefinitely where we are not selling the gift cards.

Mr. Colasinski: Everybody has extra hours per day that they work. We ask to do certain duties and responsibilities. If we add something else into it, either something else is not going to get done or it's going to take longer to do it. Your wait time is going to go up in order to get that work completed.

Mr. Dale: Here's what I would suggest. We're meeting next week. This is obviously something of very high importance. We should communicate this to Eddie. In the next week, I would like for him and Ines to...

Mr. Colasinski: This really isn't Ines' domain.

Mr. Dale: Well, she's been around a long time.

Mr. Colasinski: She has other things to do.

Mr. Dale: Look, I don't care who gets it done.

Mr. Colasinski: You don't?

Mr. Dale: It needs to get done.

Mr. Colasinski: Believe me, I'm trying to avoid wishful thinking here too. You think it's going to be done in a week. You don't even know what the scope of the investigation is.

Ms. DeVries: It does seem like there are two parts. Can GolfNow account for any gift cards?

Mr. Colasinski: Well, this is all part of it. Jason has some aspect of this, but we have to go through this process too.

Mr. Dale: I guess I'm having trouble figuring out why we couldn't identify in a week what's going on with it.

Mr. Colasinski: Because you don't know the scope of the investigation.

Mr. McCarthy: I spoke to Tim and he's hopefully coming back to work on Tuesday. He would be a good resource. I would suggest going to see him.

Mr. Showe: Yeah.

Mr. Carnesale: Tim supposedly has a listing of the outstanding gift cards.

Mr. Showe: My understanding is that he can pull from the system what's outstanding.

Mr. Carnesale: Okay? The question becomes when we're getting people that are using them, are they being posted properly to reduce that line?

Mr. Colasinski: That is speculation for now. We need less people that are involved in the process to do the investigation.

Ms. DeVries: I hear what you're saying. I want to get them to sell gift cards for Christmas.

Mr. Dale: That's kind of where I'm at too.

Mr. Colasinski: I say we do nothing then. Nobody really cares.

Mr. Dale: That's not what anybody is saying.

Mr. Carnesale: We all agree that there should be an investigation.

Mr. Colasinski: You don't even know how long it's going to last.

Mr. Dale: No. What I'm saying is we can get somebody to get on it right away and hopefully have some kind of answer for us at the next meeting. I don't think that's unreasonable.

Mr. Colasinski: That's wishful thinking. You don't know the scope of this.

Ms. DeVries: We don't have a resource to do it.

Mr. Colasinski: Correct.

Mr. Carnesale: You can ask for it to be done and you can start it going, but you can't place a timeline on it without knowing you have the resources to complete it.

Mr. Dale: Then we extend, we adapt, we improvise and we deal with the issue as it goes. I'm sorry. I'm a financial planner and you can do a whole lot in the week. You get documents, you get databases and you can look into them.

Mr. Colasinski: Financial planning has nothing to do with project planning.

Mr. Dale: This isn't a project. We're not building a structure. We are trying to figure out where monies are going.

Mr. Colasinski: That's correct.

Mr. Dale: Yes. So, in the next week, I think it's reasonable that we can put somebody on it. If it takes longer, then it takes longer.

Mr. Colasinski: Alright. Well, that's what I'm trying to say. You need to feather your expectations by it being done in a week, but if it's not done in a week...

Mr. Dale: I don't have an expectation that it's going to be done in a week.

Mr. Colasinski: I understand that, but we still have to get to the root cause to understand what's going on first.

Mr. Dale: That's a given.

Mr. Colasinski: Alright, but that root cause may not even be in a week.

Mr. Dale: I understand.

Ms. DeVries: But we can do certain steps.

Mr. Dale: Who is going to communicate this? I guess I can give Eddie a call tomorrow or would you like to do that?

Mr. Colasinski: Eddie is off tomorrow.

Mr. Dale: On Saturday when he does his...

Mr. Colasinski: I actually talked to him already and he's off on Saturday. I'll talk with him about getting something started. As Paul said, we could talk with him when he returns as well.

Mr. Showe: I'll get with our accounting staff to see what records they have access to, but I think a lot of that is stored in the golf course system. I'll see what I can find out.

Mr. Dale: Okay.

Mr. Carnesale: So, your deadline or whatever it is that you are trying to put on it...

Mr. Dale: It's not a deadline, Pete. It is trying to get something done here.

Mr. Carnesale: It's kind of a guideline for a start. It is not a deadline for completion.

Ms. DeVries: Right. It's not a deadline for completion.

Mr. Dale: That's what we just said.

Ms. DeVries: I guess it is wishful thinking, but I would like to sell gift cards for Christmas.

Mr. Dale: I would also.

Mr. Colasinski: I want a Ferrari for Christmas.

Ms. DeVries: I know.

Mr. Dale: If we are hemorrhaging that much cash, I want to know right away.

Ms. DeVries: Yeah.

Mr. Dale: I don't want people coming in and using whatever. That's assuming we are. It may just be that things are being coded the wrong way.

Mr. Colasinski: Well, we'll find out. The numbers don't add up is what it boils down to.

Mr. Dale: I get that.

Mr. Colasinski: We just have to understand. If we understand, then we'll move forward.

Mr. Dale: Right.

Mr. Colasinski: I had one more thing too. I don't know if anyone noticed the amount we paid in credit card charges this year. We were initially talking about somewhere in our budget like \$35,000 or \$38,000. We paid \$85,000 in credit card charges this year. We took some action earlier in the year about raising our rates a little bit.

Mr. Dale: Right.

Mr. Colasinski: But we've had inflation and the credit card fees have gone up as well, but that 5% percent or whatever it was, did not take care of both inflation and the credit cards.

Mr. Dale: No. It sounds like they really jacked our rates up.

Mr. Colasinski: Right. That's the thing. I think maybe we have to revisit that.

Ms. DeVries: Credit card processing?

Mr. Colasinski: Yeah. Because that just went through the roof. The other thing that you saw in the financials, this was the best year we've had ever for the golf course as far as revenue. Now our expenses went up 20% because of inflation. I think that you guys did a really good job

trying to hold down expenses, but we had our best year in revenue. Things like this can detract from the profit also.

Mr. Dale: I'm going way back here, but weren't our credit card fees somehow tied to GolfNow and the deal that we had with them or something? I could be off on that.

Mr. Colasinski: I believe you're correct, but not all of our bookings are through GolfNow.

Mr. Dale: Right.

Mr. Colasinski: We have a certain percentage and it's actually less, 25%. We have our own here too at the Pro Shop. So, taking a second look at the people we use for processing our credit card, is certainly worth our time because of our rates. I was stunned when I saw that.

Mr. Dale: I remember that was like a year ago and Tim was very ecstatic about the rate we got.

Mr. Colasinski: Yeah, because he got reduction. Either we've had a larger volume because we didn't have much higher revenue, or the rates have gone up. So, we need to try and do something to trim that a bit.

Mr. Colasinski: I seem to recall we were at like 2:1 or something like that.

Mr. Colasinski: Yeah. With an increased volume you're going to have higher charges too. I'd like to see what we could do to reduce that so we can get more of that.

Mr. Dale: Yes. Jason, could you add that to our Action Item List?

Ms. DeVries: I appreciate you keeping an eye on these things.

Mr. Colasinski: It's just things you notice over time.

Mr. Dale: We added it to the Actual Item List. What I don't want to do is just talk about it and then nothing gets done at all.

Mr. Colasinski: I'm hoping that we can come up with something because we do have to follow up on that because I think that is a significant cost.

Mr. Dale: Right.

Mr. Colasinski: Most of the time we're finding people on the staff that have found some very creative ways and are willing to help in whatever way possible to reduce costs around here. Jim has done some great things with the fertilizer cost reduction, which is one of our highest inflationary items in the past year. He has some brilliant measures there. I know his team. I was surprised that the fuel wasn't nearly as much as what we used on the maintenance side. Other people like Jeff have done a good job of controlling costs. He has actually used his own people

to move the furniture back in the restaurant. It was going to cost us over \$900 and Jessica and his own people did it in a much lower cost. Jim has been doing things. Everyone on the staff has been fiscally responsible. I notice those things every day.

Mr. Dale: Well, that's the whole point of the employee bonus program. I have nothing else and will entertain any motion to adjourn.

Resident (Mary Ann Ferraro, Fawn Ridge): Don't you have a couple of comments at the end of the meeting?

Mr. Dale: No, we don't anymore, Mary Ann.

Resident (Mary Ann Ferraro, Fawn Ridge): Half of what you've done should've been done at a Board Meeting and not now, number 1.

Mr. Dale: This is a Board Meeting.

Resident (Mary Ann Ferraro, Fawn Ridge): Number two, I'm going to say my piece.

Mr. Dale: Okay.

Resident (Mary Ann Ferraro, Fawn Ridge): I do not like the discussion on the Southern Patio Enclosures. Aren't you supposed to get three bids?

Mr. Dale: You're bringing up an issue that we've talked about for the past three months. I will talk to you about it after the meeting. I don't want to keep this meeting going forever.

Resident (Mary Ann Ferraro, Fawn Ridge): Okay. The third thing is that you have a very good person living in this CDD, Mr. David Vladimir who works with Emergency Management. When you are talking about how to notify people and putting in an Emergency Management Plan, I suggest that you bring in Emergency Management from the county. These people will help you. When there's a big storm coming, David is on Nextdoor and gives out information about what's happening.

Mr. Dale: Let's coordinate that after the meeting. That's a good suggestion. I appreciate it.

Resident (Mary Ann Ferraro, Fawn Ridge): When I was listening to Steve, if he knew this why didn't this come up in your workshop? You took 25 minutes to talk about all of these expenses and this possible loss of revenue. I'm surprised that he had to take that much time to discuss this all with you when you have a workshop.

Mr. Dale: Because we can't take votes at workshops.

Resident (Mary Ann Ferraro, Fawn Ridge): But you can discuss it.

Mr. Dale: Which we did. We also have a new Board Member and there are new things going on.

Resident (Mary Ann Ferraro, Fawn Ridge): Does this Board reach out to all of the HOAs in the CDD? I remember when we first reorganized here, I was asked by my HOA to come to this meeting and I've been coming and I've been verbal.

Mr. Dale: That was part of our outreach when we first came on Board and we were hopeful that every quarterly meeting would have representatives from each community. We reached out through every source that we had and you effectively, along with Bill, are our only two positive results out of that.

Resident (Mary Ann Ferraro, Fawn Ridge): In lieu of the fact that this gentleman came and was very concerned about the flooding and we said we were going to work on that, that's a project that I agree with Jennifer on. As an educator, if they don't know, you have to teach them. More people are coming here that have never witnessed a hurricane. So, that's important. I go out and my landscaper makes sure that when he cuts the grass, he cuts it towards my house so it doesn't go in the lake. They don't know that. I'm sorry that I took three minutes of your time.

Mr. Dale: Because of the fact that you are our most ardent supporter, we indulged you, Mary Ann, but with that said, I'm happy to talk to you after the meeting.


Resident (Mary Ann Ferraro, Fawn Ridge): Thank you.

Mr. Dale: I will entertain a motion to adjourn.

**TENTH ORDER OF BUSINESS**

**Adjournment**

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

  
Secretary/Assistant Secretary

  
Chairman/Vice Chairman

