

**MINUTES OF MEETING
VIERA EAST
COMMUNITY DEVELOPMENT DISTRICT**

The recessed meeting of March 23, 2023 of the Board of Supervisors of the Viera East Community Development District was held on **Thursday, April 13, 2023** 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
Jennifer DeVries	Vice Chairman
Steve Colasinski	Treasurer
Pete Carnesale	Assistant Secretary
Ron Rysztogi	Assistant Secretary

Also present were:

Jason Showe	District Manager
Jeremy LeBrun	GMS
Michelle Webb	Lifestyle/Marketing Director
Jim Moller	General Manager
Residents	

FIRST ORDER OF BUSINESS

Roll Call

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

SECOND ORDER OF BUSINESS

Audience Comments

Mr. Showe: Only members of the Board and staff are present.

THIRD ORDER OF BUSINESS

Discussion of General Manager Position

Mr. Showe: We prepared an Employment Agreement for Mr. Jim Moller, which you have in front of you. We received some comments from Steve earlier today, which were incorporated into the agreement.

Mr. Colasinski: I can quickly summarize my comments. The first one was to pay Professional Golf Association (PGA) dues instead of Golf Course Superintendent Association of America (GCSA) dues, which Jim is currently a member of. We want him to continue to do that. There was a paragraph in there about doing a performance review for him, annually. I said that

we need to provide him with a set of goals by September before the start of the fiscal year so we measure him against something.

Mr. Dale: Right.

Ms. DeVries: And the job description.

Mr. Colasinski: I believe that we have a job description.

Ms. DeVries: Okay.

Mr. Colasinski: You can't just measure somebody based on your opinion. You need to give him something that's tangible that he can work towards and then you measure it afterwards.

Ms. DeVries: Okay.

Mr. Colasinski: Those were the extent of the changes that I propose.

Mr. Showe: Other than those changes, this mirrors the previous agreement that we had. I will note the one provision that was removed from the prior agreement, was the non-compete clause. That non-compete clause was essentially for any reason he was removed, for up to a year, he wouldn't be able to work in the golf industry. It was punitive, but it was a Board decision.

Mr. Dale: It's not as if he's going to take all of our clients with him.

Mr. Showe: The previous Board did remove it from that agreement at a later point, but it's up to the Board. That's the agreement and we can take any questions or comments.

Mr. Dale: What is the time period? In other words, does it go for a two- or three-year period?

Mr. Showe: There is no timeframe.

Mr. Colasinski: Its wide open.

Ms. DeVries: I found a bunch of typos.

Mr. Showe: Yeah, we did type it by hand.

Ms. DeVries: I will provide you with a list of typos to fix. I would like to see a job description with this. Usually, the job description is tied to the contract and performance evaluation goals. I wanted to propose one change in Paragraph 4, at the top of the second page.

Mr. Colasinski: Are you referring to the paragraph that is titled, "*Termination of Employment.*"

Ms. DeVries: Yes, and then next page, where it says, "*Excessive tardiness,*" I would like to add, "*And/or absence.*"

Mr. Colasinski: Okay.

Ms. DeVries: Given our experience.

Mr. Colasinski: Alright. I'm okay with that. I hope it never happens.

Ms. DeVries: I hope it never happens too. I don't anticipate that it will happen.

Mr. Moller: Me either.

Ms. DeVries: There are a lot of things and I'll note them to you. I don't know if we need to discuss them, but there are things in here that refer to non-disclosures that are public information. So, I recommend that we strike things, for example, our accounting and financial data. That's public information. He can share that because its public information.

Mr. Showe: I get that. That's a Board decision. We had that previously in there.

Mr. Colasinski: The only thing that's in there that is not truly defined, is what private information is considered.

Ms. DeVries: Exactly.

Mr. Colasinski: That is in here and I think it's a good idea, but I don't know what the definition is, as it pertains to this contract. I don't know what it means.

Ms. DeVries: Right. I'm looking at Paragraph 9.

Mr. Colasinski: I don't want to get into a fight over what is private and what's not.

Ms. DeVries: Right. The middle of Paragraph 2 defines all of the information that Jim can't share, which is the nature of business operations, operating systems and processes, method of training or operation and equipment. Equipment is on the Equipment List. Right?

Mr. Colasinski: Yeah.

Ms. DeVries: Software composition is okay. Inventions, innovations and patents, I don't think we're going to have any patents, but if we do...

Mr. Colasinski: I don't underestimate him.

Ms. DeVries: Okay. I would not underestimate Jim. Accounting and financial data is public. Suppliers and vendors are public too. They are on the record.

Mr. Moller: We all pretty much use the same people.

Ms. DeVries: Right.

Mr. Moller: Even with methods of training and operation. One of the things with our industry is we share information. That makes us all better.

Ms. DeVries: Right.

Mr. Colasinski: It's a network.

Ms. DeVries: Yeah. I would recommend that we strike the things that are public.

Mr. Colasinski: Okay. That's fine. When we talk about confidential information, it shall include other than trade secrets. The problem is understanding what is of value or significance to the District. That is something I just don't understand, other than matters that pertain to the hiring and firing of individuals, because salaries are public.

Mr. Showe: That is generally what would be considered public.

Mr. Colasinski: That's all I would consider. I would like to have that in there, because we can get rid of the rest of the stuff and then just have something about personal information regarding employees of personal matters. That's really all we need to have because information regarding salaries and stuff like that is going to be public anyway.

Ms. DeVries: Right.

Mr. Colasinski: That's all I would look for.

Ms. DeVries: Jason, I assume that you can just cross off things.

Mr. Showe: Yeah.

Ms. DeVries: Under Paragraph 13, "*Property of the District*," I would like to add accounts and passwords to all of the different systems. Because we don't want to be stuck like that situation with the Facebook page where we can't get into it.

Mr. Showe: That makes sense.

Ms. DeVries: Then there were typos under, "*Severability*."

Mr. Showe: We hand typed it because the old agreement wasn't available any more.

Ms. DeVries: I understand. Under Paragraph 20, I think geography is irrelevant. So, I would just strike some of the things about geographic area.

Mr. Colasinski: Okay.

Ms. DeVries: That's it. I'll give you my list.

Mr. Colasinski: The only other topic that I had and I don't know if it needs to be in here or not, but it has to do with cellphones. What are you comfortable with regarding cellphones. Do you want to keep your current cellphone? Here's the thing. We had been paying for a cellphone for the General Manager that cost us maybe \$1,300 per year. We could do something where you keep your existing personal cellphone and we give you a stipend for that. What would you say?

Mr. Moller: I would rather not carry around two phones.

Mr. Colasinski: I've done the two-phone thing and it is never pleasant.

Mr. Moller: No.

Mr. Colasinski: As far as the Board, what would we want to do for a stipend? Is this something that we need to vote on at a meeting?

Mr. Showe: You can actually put it right in here.

Mr. Colasinski: That's kind of what I wanted.

Ms. DeVries: At my company, the general policy is that we pay for half. It is commensurate with the amount of business use versus personal use. So, we assume half business/half personal and we pay half of the cellphone cost. It goes into an expense check. It's just an idea.

Mr. Colasinski: So, are we thinking about \$100 per month?

Ms. DeVries: Are we talking about the phone itself or the plan?

Mr. Colasinski: When you have an account, the more phones you have, you can usually get a better deal.

Ms. DeVries: Right.

Mr. Colasinski: If you only have one phone.

Ms. DeVries: Mine is \$35 per month. We give our employees a stipend of \$25.

Mr. Colasinski: Yeah, I don't know.

Mr. Dale: I'm good with \$75 per month.

Ms. DeVries: Okay.

Mr. Carnesale: \$75 per month.

Mr. Moller: I don't know.

Mr. Carnesale: You don't know what you pay?

Mr. Moller: I know what I pay, but I have a wife and one child on our plan.

Mr. Colasinski: Right. So, it will be \$75 per month. We will put something in here. The reason is if the Board changes, we still want to have that in here.

Mr. Showe: Yeah.

Mr. Colasinski: Okay? He is actually saving us money by going with a stipend versus a separate cellphone.

Mr. Moller: That's fine.

Mr. Colasinski: We appreciate that.

Mr. Dale: I'm going to transition on what you just said.

Mr. Colasinski: Yeah.

Mr. Dale: If the Board changes. I know when we came on board, this was a big thing with the restaurant. You can't constrain a future Board and all of that kind of stuff; however, did the previous manager have some a two year or three-year feature or something associated with the contract?

Mr. Showe: No. This is a Viera contract.

Mr. Dale: Okay.

Mr. Showe: It only had the non-compete clause in it.

Mr. Colasinski: That was taken out a few years ago, before we got on the Board.

Mr. Dale: I'm playing it in my head. If you have a changeover in the Board, you need to have some kind of protection measure.

Mr. Carnesale: Yeah, but you have the termination clause.

Mr. Dale: Can I finish please, Pete? Yes, you did have the termination clause. I guess the way that I'm looking at it is general. You're sticking your neck out there a little more.

Mr. Showe: This Board can certainly change the terms. As of right now, you can terminate without cause with seven days' notice.

Mr. Dale: Right.

Mr. Showe: If you want to make that 14 days, that's up to you guys, however you want to change that. Now if there is cause, its effective immediately.

Mr. Dale: Correct. Right. With cause, that's a different story.

Mr. Showe: That causes issues.

Ms. DeVries: Is there any performance reward?

Mr. Dale: That was my second question. It doesn't say anything about him being eligible for the bonus in here.

Mr. Showe: He's an employee and is eligible for the bonus.

Mr. Dale: Okay. Is he a W-2 or 1099 employee?

Mr. Showe: He would not be a 1099 employee.

Mr. Dale: Okay.

Mr. Showe: He's still eligible for the bonus program. All of that. He just has different terms of his employer.

Mr. Dale: I'm going to be blunt. Some of that was a mystery to me with the contract we have with Jim.

Mr. Colasinski: On the other side of that, an individual at that level takes on so much responsibility. Can we structure anything that provides in addition to it?

Mr. Showe: Absolutely.

Mr. Colasinski: Okay. That's another thing we can do, but I think we can amend that later on if we need do.

Mr. Showe: Okay.

Mr. Colasinski: When you're at that level, you have to drive the performance in the organization. You should be getting more than just getting something back.

Mr. Showe: There is the statement under compensation that the employee's performance will be reviewed at least annually and compensation may be increased from time to time at the sole discretion of the District.

Mr. Dale: Right.

Mr. Colasinski: That I think is something we may need to come up with some criteria potentially for, but at that level, it's one thing to give people a bonus and another to create the stimulus for them to execute as well, which is much more than what individuals would be doing. To give the same amount of compensation on that, I don't think is truly fair when you have somebody that is the catalyst to make this all work.

Mr. Dale: Right.

Mr. Colasinski: So, I would like to consider doing something more in that domain. I don't have a number right now.

Mr. Dale: Are you thinking incentive based or just a raw number?

Mr. Colasinski: If we hit the goal, we can provide a percentage in addition to what the current employees receive.

Mr. Dale: Does that run in afoul?

Mr. Showe: I think you have more flexibility the way it's written now.

Mr. Colasinski: Right, because we can put that in this contract as to a certain percentage, if the employees hit this pool number, then we can provide Jim with a 5% or 7% bonus.

Mr. Showe: I think the way it's written now; you have that flexibility.

Mr. Colasinski: Right.

Mr. Showe: If you start getting specific in this contract, then you eliminate your ability to do something versus the way it is written now.

Mr. Colasinski: The other thing too is he had a great quarter, but things change.

Mr. Showe: Correct. I'm just trying to provide you the maximum amount of flexibility.

Mr. Dale: I like your thinking. You are kind of on the same wavelength.

Mr. Colasinski: I've been there and done that before.

Mr. Dale: Right.

Ms. DeVries: We want to reward you when the CDD does well.

Mr. Colasinski: Well, it's also a job to stimulate the entire staff to perform better. It's not just you doing what you do. It's much more than that. You have to provide motivation, a corresponding stimulus to drive results in the organization. You should be rewarded more for that when you do that.

Mr. Dale: Right.

Mr. Colasinski: Because that's additional creativity and effort. If you can drive the entire organization to get that, you should also be rewarded.

Mr. Dale: Right.

Mr. Colasinski: Because that's not just your job. You should also be rewarded more for that as well.

Mr. Dale: Right.

Mr. Colasinski: That's not just your job. It's another responsibility.

Mr. Dale: Right. My goal with you in this position is to create some permanence, not just for you, well actually yes for you, but prior to Tim coming on Board, which Jason will attest, every couple of years, we had a new General Manager. That was the history of the position.

Mr. Moller: I know the history of this place. I was the neighboring Superintendent and saw a new General Manager do outsource maintenance. Then a new General Manager would bring it back in-house. It was back and forth. There was no consistency or stability.

Mr. Dale: No institutional knowledge and all the things that go with that. That's why I want to make sure. I appreciate that. That's where I'm at.

Mr. Colasinski: Jason, we have the opportunity right now as a contractor to provide that extra.

Mr. Showe: You have maximum flexibility right now. I would caution against getting too specific.

Mr. Colasinski: Right.

Mr. Showe: Another situation comes up and now you have specific language that doesn't apply to that.

Mr. Colasinski: As a Board I want us to all remember that we have that. So, let's start thinking about that as we get closer to the end of the year.

Ms. DeVries: Write that into the goals.

Mr. Dale: Everybody is probably going to laugh at this.

Mr. Colasinski: I will anyway.

Mr. Dale: I'm going to back the horse and the cart up about a mile here. I think we are all on the same wavelength, but I want it official because we're presumptively going into this, putting Jim in the position and we haven't really asked the Board. I assume that nobody wants to do any kind of employer search or anything like that for the position.

Mr. Colasinski: That's a good general question.

Mr. Dale: I do not want to. I think Jim is our guy.

Mr. Colasinski: I don't see the need.

Mr. Dale: Right.

Ms. DeVries: Based upon his performance in his temporary role.

Mr. Dale: Right.

Mr. Colasinski: And the skills he brings.

Ms. DeVries: Right.

Mr. Dale: But I feel it would be not doing the District the right service.

Mr. Colasinski: It might even cost us a lot more.

Mr. Dale: I think Jim is the dream candidate for this position, but I don't want to presume. I assume you feel the same, Pete?

Mr. Carnesale: Oh yeah. I've got zero problems with him. Basically, he has shown in his position before and in his acting position, that he has the ability and the wherewithal in order to be able to perform.

Mr. Dale: Right.

Mr. Carnesale: From my perspective, that's the way to go.

Mr. Dale: Okay. Ron?

Mr. Rysztogi: Yeah. If we have no issues.

Mr. Dale: Okay. I was being very presumptive with some of my thoughts moving forward.

Mr. Carnesale: He just didn't want to make it that I chose them.

Mr. Dale: Right.

Mr. Carnesale: That's what he was afraid of.

Mr. Dale: I'm not the king of the Board. Okay. I believe we have a strong consensus for Jim as our candidate.

Mr. Carnesale: I think Jim is happy with that.

Mr. Showe: I request that the Board approve the contract in substantial final form with the changes.

Mr. Colasinski MOVED to approve the agreement for Mr. Jim Moller as General Manager was approved in substantial final form with the changes and Ms. DeVries seconded the motion.

Ms. DeVries: I hope you can read my handwriting.

Mr. Showe: We'll edit and get it back to you, so you can make sure that we have everything.

On VOICE VOTE with all in favor the agreement for Mr. Jim Moller as General Manager was approved in substantial final form with the changes was approved.

Mr. Moller: The way I see our operations structure, I have an option for maintenance.

Mr. Colasinski: It is your call. If you want to socialize with what you want to do, great, but in the end its still your call.

Ms. DeVries: If you want consulting advice from the Board, that's fine too.

Mr. Moller: I looked at it and I can bring in another high price Superintendent, but whether our ideas are going to mesh, I see conflict. I can bring in a Greens Superintendent at a lower cost, but I don't see the need for that since I have Wes. He's been here forever, knows the property and is try and true. I want to make Wes the Golf Course Superintendent. I will be the General Manager/Director of Agronomy so I can keep my GCSA status. I want to promote Justin

as our Spray Tech. He was our previous Superintendent to Chemical Technician/Assistant and the same thing with Ollie. That will free up the position. So, I would like to add another maintenance position, to take my spot and hire someone as an Assistant Mechanic. Now Wes would have two people that he can lean on to help him run operations, with the adjustment that I made with Kyle in the Pro Shop. If you take the salaries before and the salaries after, we actually come out ahead by over \$60,000 in salaries.

Mr. Colasinski: Okay.

Ms. DeVries: Great.

Mr. Colasinski: That's fine. I think from the aspect of cohesiveness of the organization and the team, that's a good move.

Ms. DeVries: Yeah.

Mr. Colasinski: There is less disruption.

Ms. DeVries: There are good people and you promote them and they're happy.

Mr. Moller: Exactly.

Mr. Dale: I'm loving it.

Mr. Colasinski: See. Told you!

Mr. Dale: Wonderful.

FOURTH ORDER OF BUSINESS

Discussion of Potential Grants

Mr. Showe: I didn't know if there were any updates on that.

Mr. Dale: Not so much, other than we are currently trying to get a date with the person at the county and it's kind of been a back and forth. Its primarily one person.

Mr. Colasinski: So, it's a county issue.

Mr. Dale: A county issue.

Mr. Colasinski: How much money did we pay in cash? We paid the county more than we paid Dave.

Mr. Moller: They haven't responded. The last I saw was Tuesday from 3:00 p.m. to 5:00 p.m. They haven't confirmed that.

Mr. Dale: I didn't see that one.

Mr. Moller: Michelle said that she was available from 3:00 p.m. to 5:00 p.m. and I said that I was good with that.

Mr. Dale: On Tuesday?

Mr. Moller: Yeah.

Mr. Dale: Tuesdays are her worst days. That was something that I was going to discuss at the workshop. I didn't see that she had responded. In fact, I got an earful before the meeting that Tuesdays are her bad day and it was in regards to the POS system. I wanted to talk about that with the training, but I'm getting ahead. I will coordinate with Dave and we'll see where we're at.

Mr. Colasinski: Okay.

FIFTH ORDER OF BUSINESS

**Consideration of Resolution 2023-04
Electing Officers - *added***

Mr. Showe: Just to clean up some of the records, we presented you with Resolution 2023-04, reflecting some of the changes. These are all exactly the same as they were before. I just wanted to make sure that Jim was included.

Mr. Colasinski: Do you want me as Treasurer or Assistant Treasurer?

Mr. Showe: We had you as an Assistant Treasurer prior. We can do it either way. It is whatever the Board is inclined to do.

Mr. Colasinski: Okay. If it's in regards to function and the function is the same, I don't care.

Mr. Showe: The function is the same.

Mr. Carnesale: My only issue would be I believe that Steve would be better off as Treasurer just because that is what is known on the Board.

Mr. Colasinski: That's fine.

Mr. Showe: No worries.

Mr. Carnesale: It doesn't make a difference.

Mr. Colasinski: That's fine. I'm good with that.

Mr. Dale: I do see a typo.

Mr. Showe: I have it. If the Board is amenable, you can approve it in substantial form, switching Steve to Treasurer and me to Assistant Treasurer.

On MOTION by Mr. Carnesale seconded by Mr. Rysztogi with all in favor Resolution 2023-04 Electing Officers as stated was adopted in substantial form.

SIXTH ORDER OF BUSINESS

Supervisor's Requests

Mr. Dale: I will save my requests for the workshop.

Mr. Colasinski: If you do them now and there's a subsequent motion, we can do that tonight versus having to wait two more weeks.

Mr. Dale: There are just two issues with the POS training.

Mr. Colasinski: So, it's not actionable.

Mr. Dale: I don't believe I have any actionables. Ron, do you have anything?

Mr. Rysztogi: No.

Mr. Dale: Steve?

Mr. Colasinski: No.

Mr. Dale: Jen?

Ms. DeVries: No.

Mr. Dale: Pete?

Mr. Carnesale: No.

Mr. Dale: I don't either, so I will entertain a motion to adjourn.

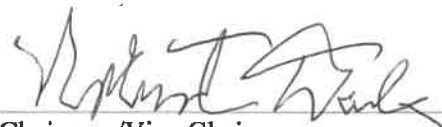
SEVENTH ORDER OF BUSINESS

Adjournment

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



Secretary/Assistant Secretary



Chairman/Vice Chairman