



Viera East CDD
Workshop Meeting

Thursday
February 12, 2026
6:30 p.m.

FaithViera Lutheran Church
5550 Faith Drive
Viera, Florida

1. Roll Call
2. Discussion of VEDGA Agreement on Well
3. Discussion of VEGDA Agreement on Cart Storage Exchange
4. Restaurant Workshop Summary
5. Cont. Discussion of Fiscal Year 2027- 2031 Goals
6. District Manager's Report
7. General Manager's Report
8. Restaurant Report
9. Lifestyle/ Marketing Report
10. Supervisor's Requests
11. Adjournment

SECTION II

AGREEMENT TO GRANT WELL EASEMENT

This **AGREEMENT TO GRANT WELL EASEMENT** (this "**Agreement**"), is made and entered into as of the Effective Date (defined below), by and between **VIERA EAST COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special purpose government organized under Chapter 190, Florida Statutes, whose mailing address is c/o Governmental Management Services, District Manager, 219 E. Livingston St. Orlando, FL 32801 ("**VECDD**"), and **VIERA EAST GOLF COURSE DISTRICT ASSOCIATION, INC.**, a Florida not for profit corporation, whose mailing address is 6792 Lake Gloria Blvd, Orlando, FL 32809 ("**Association**").

RECITALS

- A. VECDD is the owner of certain real property located in Brevard County, Florida, as more particularly set forth on attached Exhibit "A" (the "**Property**").
- B. Association is a homeowners association subject to the jurisdiction of VECDD.
- C. Association has requested an easement from VECDD in order to construct, operate and maintain an irrigation well on and under the Property (the "**Easement**").
- D. VECDD finds that the installation of an irrigation well is beneficial for residents, and has agreed to grant the Easement to the Association pursuant to a separate written agreement, subject to the terms, conditions and provisions of this Agreement.

NOW, THEREFORE, for and in consideration of Ten Dollars (\$10.00) in hand paid, for the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, VECDD and the Association do hereby covenant and agree as follows:

1. **Recitals.** The above recitals are true and correct and are hereby incorporated herein by this reference.
2. **Phase I Environmental Site Assessment.** On or before the date is that is ninety (90) days after the Effective Date, the Association shall obtain a Phase I Environmental Site Assessment covering the Property (the "**Phase I**") at the Association's expense. The Association shall provide a copy of the Phase I to VECDD promptly upon the Association's receipt of same for VECDD's review. Additionally, either: (i) the Phase I shall also be certified to VECDD; or (ii) the Association shall cause the preparer of the Phase I to issue a reliance letter in favor of VECDD which shall be delivered to VECDD concurrently with the Phase I.
3. **Phase II Environmental Site Assessment.** If: (i) the Phase I indicates that a recognized environmental condition exists with respect to the Property; (ii) the Phase I indicates that a Phase II Environmental Site Assessment (a "**Phase II**") is recommended or necessary; or (iii) VECDD determines in VECDD's sole discretion (after reviewing the Phase I) that a Phase II is necessary or desirable, then VECDD shall notify the Association of the existence of (i), (ii) or (iii) (the "**Phase II Demand Notice**"). Within ninety (90) days after the Association's receipt of the Phase II Demand Notice, the Association shall obtain a Phase II covering the Property at the Association's expense. The Association shall provide a copy of the Phase II to VECDD promptly upon the Association's receipt of same for VECDD's review. Additionally, either: (i) the Phase II shall also be certified to VECDD; or (ii) the Association shall cause the preparer of the Phase II to issue a reliance letter in favor of VECDD which shall be delivered to VECDD concurrently with the Phase II.

4. **VECDD Review of Environmental Site Assessment(s)**. Following VECDD's receipt of the Phase I and the Phase II (if applicable) VECDD shall review same to determine, in VECDD's sole discretion, whether the Property is suitable for an irrigation well. If VECDD determines that the Property is not suitable for an irrigation well based on the Phase I and/or the Phase II (if applicable), then VECDD may either: (i) terminate this Agreement by providing written notice to the Association, and following such termination neither party shall have any further rights or obligations this Agreement except as expressly set forth otherwise herein; or (ii) designate another portion of VECDD's adjacent property for the Association's construction, operation and maintenance of an irrigation well (the "**Alternate Location**"). If the Association determines that the Alternate Location is not suitable for an irrigation well for the Association's intended use, the Association may terminate this Agreement upon written notice to VECDD, and following such termination neither party shall have any further rights or obligations this Agreement except as expressly set forth otherwise herein.

5. **Grant of License**. This Agreement shall constitute a revocable license in favor of the Association, and the Association's consultants, for the limited purpose(s) of obtaining the Phase I and the Phase II (if applicable) contemplated by this Agreement. The license contemplated hereby shall automatically be revoked upon the termination of this Agreement.

6. **Agreement to Grant Easement**. If VECDD determines, based on the Phase I and/or the Phase II (if applicable), that the Property is suitable for an irrigation well as requested by the Association, VECDD and the Association shall work together in good faith to agree upon the terms and conditions of an easement agreement pursuant to which: (i) VECDD will grant the Association an easement so that the Association will construct, operate and maintain an irrigation well on the Property at the Association's expense; (ii) the plans for the construction of the irrigation well shall be subject to VECDD's prior written approval which shall not be unreasonably withheld, conditioned or delayed; and (iii) the parties shall agree to such other terms and conditions as may be mutually agreeable in connection with the irrigation well contemplated hereby.

7. **Indemnification**. The Association agrees to indemnify, protect, defend and hold VECDD harmless from and against any and all claims, demands, causes of action, suits, judgments, costs and expenses (including, without limitation, reasonable attorneys' fees and court costs), of any nature whatsoever, resulting from or arising out of the Association's exercise of the rights granted under this Agreement, including without limitation the conducting of the Phase I and the Phase II (if applicable) by or on behalf of the Association, unless such damage or injury shall have been due to the gross negligence or willful misconduct of VECDD. Additionally, the Association shall promptly restore any damage to the Property caused by the Phase I or the Phase II contemplated hereby. The provisions of this Section shall survive the expiration or earlier termination of this Agreement.

8. **Term of Agreement**. This Agreement shall become effective as of the Effective Date and, unless otherwise provided herein, shall terminate on the date that is two hundred ten (210) days after the Effective Date. Notwithstanding the foregoing, the Association may terminate this Agreement at any time if the Association determines that the Property is not suitable for the construction, operation and maintenance of an irrigation well as intended by the Association. Additionally, VECDD may terminate this Agreement upon written notice to the Association if VECDD has not received a copy of the Phase I (together with the certification or reliance letter contemplated above) within ninety (90) days after the Effective Date.

9. **Remedies**. If the Association defaults under any term, provision, condition or obligation set forth in this Agreement, and such default continues for a period of ten (10) days after written notice from VECDD alleging such default, VECDD may exercise any remedy available to VECDD at law or in equity on account of the Association's default.

10. **Notices.** All notices, demands, consents and approvals which may or are required or permitted to be given by either party to the other hereunder shall be in writing and shall be deemed to have been fully given when delivered personally, sent by a nationally recognized overnight courier service for next day or overnight delivery, or sent by United States Mail, certified or registered, return receipt requested, postage prepaid, in any event addressed to the applicable recipient at the address provided in the introductory paragraph of this Agreement.

11. **Miscellaneous.**

(a) This Agreement supersedes all prior discussions and agreements between the parties with respect to the matters contemplated by this Agreement. This Agreement contains the sole and entire understanding between the parties with respect to the matters contemplated by this Agreement, and all promises, inducements, offers, solicitations, agreements, representations and warranties heretofore made between the parties, if any, are merged into this Agreement.

(b) No delay or omission of any party hereto in the exercise of any right accruing upon any breach or default of the other party shall impair such right or be construed to be a waiver thereof, and each such right may be exercised at any time during the continuance of such a breach or default. A waiver by any party hereto of a breach of, or default in, any provision of this Agreement by the other party shall not be construed to be a waiver of any subsequent breach of or default in the same or any other provision of this Agreement.

(c) No breach of or default in the provisions of this Agreement shall entitle any party to cancel, rescind or otherwise terminate this Agreement or any of the rights and obligations declared hereunder, but such limitation shall not affect, in any manner, any of the other rights or remedies which any party may have hereunder and/or at law or in equity by reason of any breach of or default in the provisions of this Agreement. Except as may be expressly limited by the terms of this Agreement, all rights, powers and privileges conferred hereunder shall be cumulative and not restrictive of those provided at law or in equity.

(d) If any provision of this Agreement, or a portion thereof, or the application thereof to any person or circumstance, shall, to any extent be held invalid, inoperative or unenforceable, the remainder of this Agreement, or the application of such provision or portion thereof to any persons or circumstances, shall not be affected thereby. Each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

(e) This Agreement shall be construed and governed in accordance with the laws of the State of Florida.

(f) This Agreement may be executed electronically and in counterparts, each of which shall be deemed an original, and all of which shall constitute one agreement.

(g) The effective date of this Agreement (the “**Effective Date**”) shall be the date that this Agreement is last executed by the Association or VECDD, as indicated beneath their respective signatures below.

IN WITNESS WHEREOF, VECDD and the Association have entered into this Agreement as of the Effective Date.

VECDD:

VIERA EAST COMMUNITY DEVELOPMENT DISTRICT,
a special purpose government organized under Chapter 190, Florida Statutes

By: District Manager, Governmental Management Services – Central Florida, LLC, a Florida limited liability company

By: _____


Print Name: _____

Title: _____

Date: _____

Association:

VIERA EAST GOLF COURSE DISTRICT ASSOCIATION, INC.,
a Florida not for profit corporation

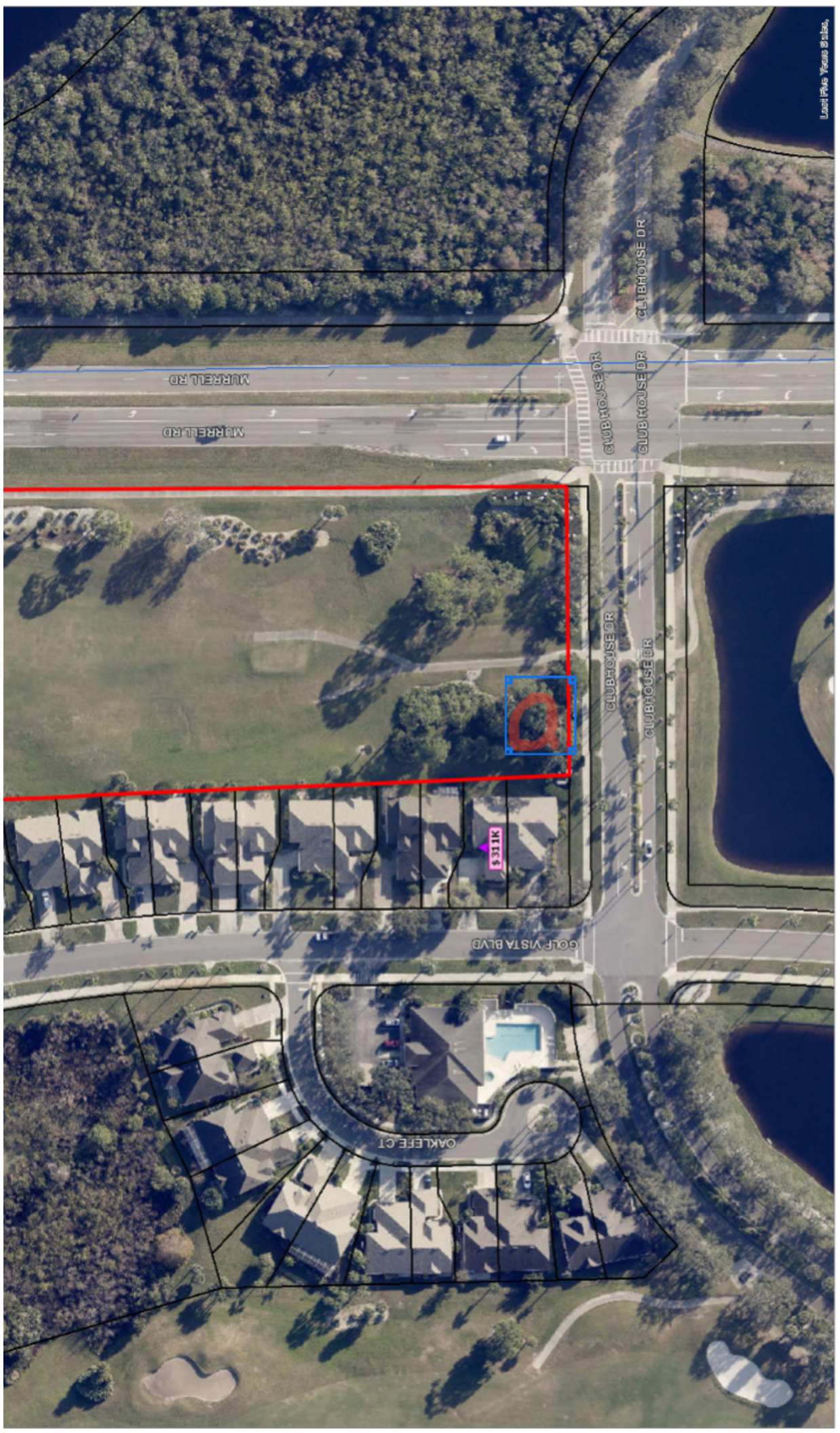
By:  _____

Print Name: BRUCE BEITMAN

Title: PRES HOA

Date: 1-28-2026

EXHIBIT "A"
(The Property)



SECTION IV

From: Jennifer De Vries VECDD <jenniferdcdd@proton.me>
Subject: Summarizing Restaurant Workshop
Date: January 24, 2026 at 4:57:36 PM EST
To: Jason Showe <jshowe@gmscfl.com>, Jim Moller <jmoller@vecdd.com>

Hi Jason and Jim,

Our next meeting is a workshop and I'd like to continue our discussion around CDD goals. I'll be re-looking at our working document prior to that meeting and will send you an updated version for the agenda package.

As part of that discussion, I'd like to summarize key points from the Restaurant workshop. From my perspective, key goals revolved around:

- Consistency of food, service, policies and procedures
- Achieving 5% profit and growing that to 10%
- Being a great place to work, including professionalism and team work

The steps we are taking to achieve those goals are:

1. Hire a new Food & Beverage Manager (she starts 2/9)
2. As part of getting to know the restaurant and team, manager should focus on menu/recipes, policies and procedures
3. Build out the patio and golf simulator
4. Grow our event and party business to achieve ROI on these investments

Please send this summary to the Board with the agenda package.

Thanks!
Jennifer De Vries

SECTION V

2026-2031 VECDD Goals Outline Draft

The numbered outline (black text) is from our 2021 Goals document. The blue colored text are draft potential items for new and continued goals.

1. Infrastructure & Asset Management & Environmental Stewardship

Overall goal: Protect resident property investment while responsibly managing the natural resources and extending the life of district assets.

- A. Utilize Reserve study as a guide to maintain culverts/parks/golf course to continue to ensure financial solvency (Jim, continuously)
- B. Manage ponds, connections between ponds and fire lines according to current annual schedules (Jim, always)
- C. Efficiently maintain and expand assets in Woodside/Pieloch Parks and trails
- D. Improve public awareness of proper lake management (Michelle, soon and always)
- E. Manage scrub jay habitat according to best practices (Jim, always)

2. Financial Stewardship, Risk Management & Accountability

Overall goal: Maintain fiscal responsibility and keep assessments as low as possible.

- A. Seek and implement cost savings and revenue generation opportunities (All, always)
- B. Provide accurate and timely financial records for residents
- C. Regular review of incident & claim trends to mitigate risk (GMS, soon and always)

3. Quality of Life & Community Experiences

Overall goal: Maintain a safe, attractive, enjoyable, welcoming community environment

- A. Offer events and amenities that draw residents and non-residents to Viera East (Michelle & Jim, soon and always)
- B. Conduct safety inspections semi-annually (Jim, soon and always)
- C. Interact with other local entities and seek opportunities to improve services

4. Governance, Transparency & Compliance

Overall goal: Operate ethically, transparently, and compliant with Florida Statutes.

- A. Grow awareness of public meetings via social media and HOA and other newsletters (Michelle, 1-2 years)
- B. Work well as a team (Jim & Lacey and all, 1 year and beyond)

- Ensure we have an appropriate organizational structure and team members to achieve goals
 - Continue to clarify, streamline, and document job roles and procedures
 - Communicate well and help each other out \
- C. Document emergency and safety procedures, develop emergency recover plan, and ensure all staff trained on them (Jim, soon and always)

5. Communication & Resident Engagement

Overall goal: Keep residents informed in district events and operations.

- A. Place electronic sign at Woodside Park and use it to communicate about VECDD meetings, amenities and events (Jim & Michelle, soon and always)
- B. Continue to positively communicate about Viera East CDD facilities, amenities and events through multiple channels in a timely manner (Michelle, always)
- Initiate an email chain monthly newsletter through email, social media and/or HOAs
 - Continue to win awards and accolades as much as possible
- C. Continue to develop community strategic partnerships and donations (Michelle, always)

6. Golf Operations Continuous Improvement (includes Golf Course, Restaurant, Pro Shop)

Overall goal: Sustain independent club operations while serving as a welcoming, valuable community resource.

- A. Maintain status as high quality, welcoming course with best greens and customer service in Brevard County, as measured by reviews, customer and pro opinions (Michelle & Jim, soon and always)
- Improve ratings and social media reviews
 - Schedule monthly strategic planning/marketing meetings
 - Offer and host golf events that can be widely discussed and promoted
 - Repair and reconstruct fairway bunkers to improve playability of the course and aesthetics (Jim, 2027)
- B. Even out revenue stream by offering non-weather-dependent amenities (Jim, 2 years)
- C. Establish Rewards program for golf and restaurant to promote repeat customers (Jim & Jen, 1 year and beyond)

- D. Grow and increase profitability of the newly founded Viera East Golf academy (Jim & David, 1 year and beyond)
 - Establish golf clinic for school aged children
 - Include more instructors and attract golfers of all ages, genders, and limitations
- E. Increase Pro shop revenue and profitability by x% annually (David, 1 year and beyond)
- F. Continue to achieve and grow restaurant profitability (Jen & Jim, 1 year and beyond)
 - Offer a variety of food, fairly priced with great service as measured by customer feedback/reviews and pro reviews
 - Grow our event business as much as facilities allow