



**BAREFOOT BAY
RECREATION DISTRICT**

Barefoot Bay Recreation District Regular Meeting
June 9, 2022 at 1:00 PM

Agenda

Please turn off all cell phones

- 1. Thought of the Day**
- 2. Pledge of Allegiance to the Flag**
- 3. Roll Call**
- 4. Additions or Deletions to the Agenda**
- 5. Approval of the Agenda**
- 6. Presentations and Proclamations**
 - A. Evergreen Solutions Employee Pay and Benefits Report
- 7. Approval of Minutes**
 - A. BOT Regular Meeting minutes dated May 12, 2022.
- 8. Treasurer's Report**
 - A. Treasurer's Report
- 9. Audience Participation**
- 10. Unfinished Business**
- 11. New Business**
 - A. Acceptance of Donation Request
 - B. Slater Construction Change Order #1
 - C. Lounge Outside Bar Project Award of Contract
 - D. Tennis Courts Resurfacing Award of Contract
 - E. FY22 Budget Amendment: Building A Renovations and Retaining Wall Project Cost Increases
 - F. Shaw Medical Group LLC Lease Default
- 12. Manager's Report**
 - A. June 9, 2022 Manager's Report
- 13. Attorney's Report**
- 14. Incidental Trustee Remarks**

15. Adjournment

If an individual decides to appeal any decision made by the Recreation District with respect to any matter considered at this meeting, a record of the proceedings will be required and the individual will need to ensure that a verbatim transcript of the proceedings is made, which record includes the testimony and evidence upon which the appeal is based (FS 286.0105). Such person must provide a method for recording the proceedings verbatim.

Barefoot Bay Recreation District Regular Meeting

Classification and Compensation Study for Barefoot Bay Recreation District



Final Presentation

Overview

- Study Goals
- Project Phases
 - Internal Review
 - External Review
- Recommendations

Study Goals

- Review current classification and compensation system to ensure internal equity
- Survey peer organizations to ensure external equity
- Produce recommendations to provide the organization with a classification and compensation system that is equitable, both internally and externally

Study Initiation

- Study Initiation – January 2022
- Data Collection
 - Employee Data
 - Salary Schedules
 - Job Descriptions
 - Organizational Charts
 - Personnel Policies and Procedures
- On-site Interviews and Focus Groups on February 15, 2022

Employee Outreach

- Approximately 40 staff members participated in Focus Groups
- Cross section of Departments and Classifications
- Employees shared they came to work for the District and stayed because of:
 - Connection to the Community
 - Benefits
 - Close to Home
 - Positive Work Environment

Employee Outreach (Continued)

- Employees shared the following concerns regarding compensation and classification:
 - Salaries not keeping up with rising cost of living and falling behind market peers
 - Limited horizontal advancement – narrow ranges
 - Consideration of incentives or salary adjustments in the busier areas of the District
 - Internal compression

Employee Outreach (Continued)

- Employees shared the following concerns regarding benefits:
 - Overall, benefits were greatly appreciated
 - Consider increasing District contribution to retirement
 - Provide opportunity to sell back unused leave
 - Provide employer covered short-term disability

Assessment of Current Conditions

Based on Data Collected Oct. 2021

- 98 employees
- 42 unique classification titles
- All Employees Managed Under One Compensation Plan
 - Open range plan
 - Range spread 40%
 - Midpoint Progression average 2.6%

Assessment of Current Conditions

- Overall average tenure of 5.2 years
- Compensation Structure
 - 26 unused pay grades; 14 have duplicate ranges
 - Correlation between tenure and compensation
 - Significant number of staff compensated below the midpoint

Job Assessment Tool (JAT)

- Provided Data on Roles and Responsibilities by Classification
- All Employees Asked to Complete
- Produced Classification Scores Based on Five (5) Factors:
 - Leadership
 - Working Conditions
 - Complexity
 - Decision Making
 - Relationships
- Multiple Verification Steps: Employee Input, Supervisor Review, Review by Evergreen, and Review by Human Resources Staff
- Combined with Market Survey Data, allows for Calculation of Projected Market Values and Updating of Job Descriptions

Job Assessment Tool (JAT)

- 70 % Completion rate of JAT employee submittals and supervisor reviews
 - Reviewed employee input and supervisor review of JATs;
 - Determined classification hierarchy/**internal equity**; and
 - Made appropriate title change recommendations.

Market Salary and Benefits Survey

- Launched March, 2022
- Fifteen (15) Peers Surveyed:

Market Peers
Barefoot Bay Recreation District
Cocoa Beach, FL
Palm Beach County, FL
Melbourne, FL
Vero Beach, FL
Sebastian, FL
Indian River County, FL
Brevard County, FL
Brevard County Public Schools, FL
Indian River County Public Schools, FL
West Melbourne, FL
Palm Bay, FL
Fort Pierce, FL
Satellite Beach, FL
Indian Harbour Beach, FL
Cape Canaveral, FL

Market Salary Survey (Continued)

- 44 Classifications
- Approximately 275 Data Points Collected

Results Summary:

- 15 percent below the public-sector market minimum
- 20 percent below the public-sector market midpoint
- 24 percent below the public-sector market maximum

Benefits Survey (Continued)

- Comparison of Benefit Packages, including:
 - Health, Dental, and Vision Insurance
 - Incentives for not participating in health benefits
 - Life Insurance
 - Retirement Plans
 - Paid Holidays
 - Sick/Annual Leave Accrual
 - Tuition Reimbursement

Benefits Survey (Continued)

Results Summary

Barefoot Bay Recreation District is slightly less competitive than peers in regard to:

- Employer paid health insurance premiums for employees
 - HMO: BBRD – 85%, Peer Average – 99.8%
 - PPO: BBRD – N/A, Peer Average – 88.9%
 - Other: BBRD – 87%, Peer Average – 89.2%
- Life Insurance Death Benefits
 - BBRD - \$10,000; Peer Average – Ranges from \$15,000 to 2x employee annual salary
- Retirement Contribution
 - BBRD – 3%; Peer Average – Most participate in FRS (10.82% match), others with a 401(a) had a minimum of 3% but matched up to 9.75% depending on employee contribution

Incentives for Not Participating in Health Benefits

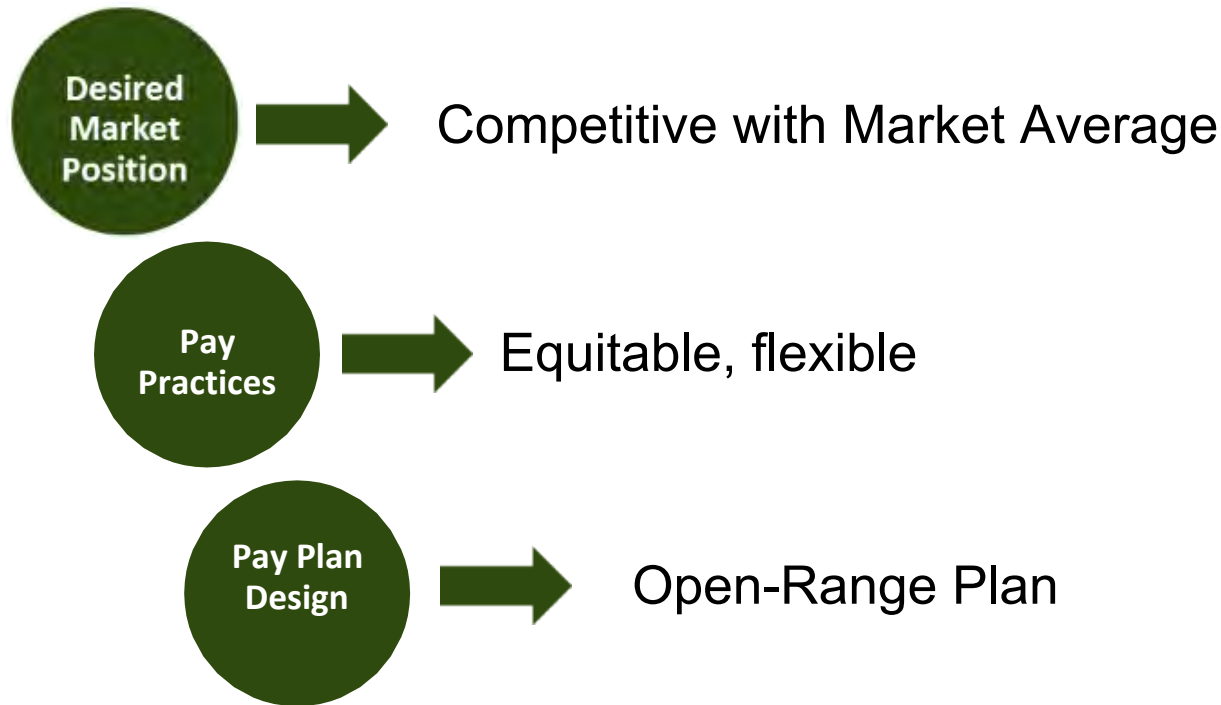
Peers were asked if they offered any incentive for employees who do not participate in health care benefits.

Five of the responding peers offer an incentive.

- Peer 1: \$1,000/annually, paid bi-weekly
- Peer 2: \$480/annually, deposited into a Health Savings Account
- Peer 3: \$1,800/annually, paid semi-monthly
- Peer 4: \$520/annually, paid bi-weekly
- Peer 5: \$1,800 annually, paid semi-monthly

Compensation Philosophy

Reviewed the District's compensation philosophy:



Proposed Classification System

- In general, the current classification system was found to be appropriate.
- Updates are recommended on 6 classifications to reflect contemporary titles and job duties

Current Classification Title	Proposed Classification Title
PLAYER ASSISTANT	GOLF ATTENDANT
PLAYER ASST/CART TECH	GOLF ATTENDANT/CART TECH
POOL HOST	POOL ATTENDANT
POOL SUPERVISOR/OFFICE COORD	PROPERTY SERVICES COORDINATOR
HR GENERALIST/OFFICE COORD	RESIDENT RELATIONS & HUMAN RESOURCES COORDINATOR
RESIDENT RELATIONS MANAGER	RESIDENT RELATIONS & HUMAN RESOURCES MANAGER

Recommendations

- Compensation Changes:
 - Based on being competitive at the Market Average
 - Maintain consistency in structure; allow for flexibility moving forward
 - Implement two plans
 - General Employees
 - Tipped Employees

Recommendations

- General Employees Pay Plan
- Decrease from 59 to 18 pay grades
- Consistent range spread and progression

General		General Adjustment Key			
Grade	Proposed Minimum	Proposed Midpoint	Proposed Maximum	Range Spread	Grade Progression
1	\$ 12.00	\$15.60	\$19.20	60%	-
2	\$12.96	\$16.85	\$20.74	60%	8%
3	\$14.00	\$18.20	\$22.39	60%	8%
4	\$15.12	\$19.65	\$24.19	60%	8%
5	\$16.33	\$21.22	\$26.12	60%	8%
6	\$17.63	\$22.92	\$28.21	60%	8%
7	\$19.04	\$24.76	\$30.47	60%	8%
8	\$20.57	\$26.74	\$32.91	60%	8%
9	\$22.21	\$28.87	\$35.54	60%	8%
10	\$23.99	\$31.18	\$38.38	60%	8%
11	\$25.91	\$33.68	\$41.45	60%	8%
12	\$27.98	\$36.37	\$44.77	60%	8%
13	\$30.22	\$39.28	\$48.35	60%	8%
14	\$32.64	\$42.43	\$52.22	60%	8%
15	\$35.25	\$45.82	\$56.39	60%	8%
16	\$37.01	\$48.11	\$59.21	60%	5%
17	\$38.67	\$50.28	\$61.88	60%	5%
18	\$42.54	\$55.30	\$68.07	60%	10%

Recommendations

- Tipped Employees Pay Plan
- Consistent range spread of 55%

Tipped		Tipped Adjustment Key			
Grade	Proposed Minimum	Proposed Midpoint	Proposed Maximum	Range Spread	Grade Progression
T1	\$ 10.00	\$12.75	\$15.50	55%	
T2	\$10.75	\$13.71	\$16.66	55%	8%
T3	\$13.00	\$16.57	\$20.14	55%	21%

Implementation Options

Implementation Option	Description
Bring to New Minimum	A calculation is performed so that each employee's salary is adjusted to the minimum of their classification's proposed pay grade. If their salary is already within the proposed pay range, no adjustment is made.
Class Year Parity	This option aims to re-align an employee's salary within their recommended range based on how long they have worked in their current classification. This is done on the basis of 30 year career trajectory, where an employee with 15 years of experience would be placed at the midpoint, whereas an employee with 30 or more years would be at maximum.
Hire Year Parity	This option aims to re-align an employee's salary within their recommended range based on how long they have worked with the District overall. This is done on the basis of 30 year career trajectory, where an employee with 15 years of experience would be placed at the midpoint, whereas an employee with 30 or more years would be at maximum.
Current Range Penetration	A calculation is performed to determine the percentage through the current range an employee's salary falls. The employee's recommended salary calculation will place them at the same percentage through the proposed range. For example, if an individual is 40 percent through their current range, they are brought to 40 percent through the recommended range.

Implementation Options

Fiscal Impact of Options:

Implementation Option	Total Implementation Cost	# Employees Receiving Adjustments	Average Salary Adjustment	Average Percentage Adjustment
Bring to New Minimum	\$182,531.50	75	\$2,433.75	21.3%
Class Year Parity	\$406,050.58	94	\$4,319.69	26.7%
Hire Year Parity	\$410,352.72	96	\$4,274.51	26.6%
Current Range Penetration	\$726,321.98	102	\$7,120.80	32.5%
Hybrid: Class (Grades 1 - 8) & Minimum (Grades 9 - 18, Tipped)	\$303,178.25	92	\$3,295.42	23.5%

Recommendations

- Adopt the proposed classification changes within the current system so job titles accurately reflect work performed.
- Adopt the proposed pay plans to address pay inequities and bring consistency to the compensation system.
- Transition employee salaries into the proposed pay plans utilizing options described above.

Recommendations (Continued)

- Update current job descriptions and corresponding FLSA status to align with the selected classification structure and be reflective of the employee-provided JAT information.
- Conduct small-scale salary surveys as needed to assess the market competitiveness of hard-to-fill classifications and/or classifications with retention issues and make changes to pay grade assignments, if necessary.



Recommendations (Continued)

- Conduct a comprehensive classification and compensation study every five subject to budget constraints and market conditions.
- Review, revise, or develop as appropriate, pay practice guidelines, including those for determining salaries of newly hired employees, progressing employee salaries through the pay plan, and determining pay increases for employees who have been promoted to a different classification.

Remaining Tasks

Remaining Tasks:

- ☐ Finalize Report
- ☐ Provide training in study methodology to HR
- ☐ Provide draft updated job descriptions

Thank You!

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BAREFOOT BAY RECREATION DISTRICT

Board of Trustees Regular Meeting

May 12, 2022

1PM –Building D&E

Meeting Called to Order

The Barefoot Bay Recreation District Board of Trustees held a Meeting on May 12, 2022, Building D&E 1225 Barefoot Boulevard, Barefoot Bay, Florida. Mr. Maino called the meeting to order at 1PM.

Pledge of Allegiance to the Flag

Led by Mr. Amoss.

Roll Call

Present: Mr. Nugent, Mr. Morrissey, Mr. Amoss, Mr. Maino, Mr. Brinker. Also, present, John W. Coffey, ICMA-CM, Community Manager, John Cary, General Counsel, Stephanie Brown, District Clerk, Matt Goetz, Property Services Manager, Charles Henley, Finance Manager, Kathy Mendes, Food & Beverage Manager, Ernie Cruz, Golf Operations Manager and Mackenzie Leiva, Management Analyst.

Additions or Deletions to the Agenda

None.

Approval of the Agenda

Mr. Nugent made a motion to approve the agenda as is. Second by Mr. Morrissey. Motion passed unanimously.

Presentations and Proclamations

None.

Approval of Minutes

Mr. Morrissey made a motion to approve BOT Townhall and Regular Meeting minutes dated April 26, 2022. Second by Mr. Brinker. Motion passed 4-1. Mr. Maino abstained.

Treasurer's Report

Mr. Nugent made a motion to approve the Treasurer's Report for May 12, 2022, as read. Second by Mr. Brinker. Motion passed unanimously.



BAREFOOT BAY RECREATION DISTRICT

Audience Participation

Jeanne Osborne-100 Cherokee Court--expressed her gratitude to Mr. Coffey for his service and to SDS Management company for bringing on Mr. Coffey.

Karen Accomando -836 Hyacinth Circle-asked the BOT to define the HOA and CVO.

Nancy Eisele-944 Barefoot Blvd-expressed her gratitude to Mr. Coffey for his service and staying for more than three-year timeframe. She also expressed her gratitude to SDS and the BOT.

Louise Crouse-808 Sapodilla Drive-expressed her gratitude to Mr. Coffey and SDS.

Unfinished Business

None

New Business

FY23 Working Draft Proposed Budget Review

Staff recommends the BOT tentatively finalize the FY23 Proposed Budget so the next agenda item (authorization of the FY23 Proposed Budget mailout to homeowners can be considered.

Mr. Amoss made a motion to finalize the FY23 Proposed Budget so the next agenda item (authorization of the FY23 Proposed Budget mailout to homeowners can be considered. Second by Mr. Nugent. Motion passed unanimously.

FY23 Proposed Budget Mailout

Staff recommends the BOT approve the Proposed Budget Mailout as attached (or modify as needed and then approve it) and announce 1pm in Building D/E on June 28, 2022, as date and time of the public hearing for the adoption of the annual assessment in addition to the adoption of the FY23 Budget.

Mr. Brinker made a motion to approve the Proposed Budget Mailout as presented and announce 1pm in Building D/E on June 28, 2022, as date and time of the public hearing for the adoption of the annual assessment in addition to the adoption of the FY23 Budget. Second by Mr. Amoss. Motion passed unanimously.



BAREFOOT BAY RECREATION DISTRICT

DOR Amendment Ballot Mailout Authorization

Resolution 2022-09 Read by Mr. Cary:

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE BAREFOOT BAY RECREATION DISTRICT APPROVING AMENDMENTS TO THE BAREFOOT BAY RECREATION DISTRICT DEED OF RESTRICTIONS; AUTHORIZING STAFF TO CREATE A DISTRIBUTION LIST, MAIL THE BALLOTS, AND COUNT THE VOTES; PROVIDING FOR CONFLICTS; PROVIDING AN EFFECTIVE DATE.

Mr. Brinker made a motion to approve resolution 2022-09 as read and authorize staff to commence with the DOR mailout referendum on June 8, 2022, ballots to be received no later than August 8, 2022 (60 days) without returned envelope paid postage. Second by Mr. Nugent. Motion passed unanimously.

Authorization for Charter Amendment Referendum: Increase the Limit on New Acquisitions from \$25,000 to \$50,000

Resolution 2022-10 Ready by Mr. Cary:

A RESOLUTION OF BAREFOOT BAY RECREATION DISTRICT, FLORIDA CALLING A REFERENDUM ELECTION ON NOVEMBER 8, 2022 ON THE QUESTION OF WHETHER THE CHARTER OF THE BAREFOOT BAY RECREATION DISTRICT SHOULD BE AMENDED TO AUTHORIZE THE BAREFOOT BAY RECREATION DISTRICT BOARD OF TRUSTEES TO ENTER INTO CONTRACTS INVOLVING THE PURCHASE, LEASE, CONVEYANCE OR OTHER MANNER OF ACQUISITION OF COMMON REAL OR TANGIBLE PERSONAL PROPERTY WHERE THE COST, PRICE, OR CONSIDERATION FOR SUCH ACQUISITION DOES NOT EXCEED \$50,000 WITHOUT A TWO-THIRDS VOTE OF THE BOARD OF TRUSTEES AND REFERENDUM APPROVED BY THE ELECTORS OF THE DISTRICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Mr. Morrissey made a motion to approve Resolution 2022-10 as read and authorize staff to begin the work to place the charter amendment referendum increasing the Charter limitation on new acquisitions from \$25,000 to \$50,000 on the November 8, 2022, ballot. Second by Mr. Brinker. Motion passed unanimously.

Mr. Coffey suggested General Counsel Cary and a representative from the BOT schedule a meeting with Commissioner Tobia to discuss the charter amendment referendum. Mr. Amoss agreed with Mr. Coffey. Mr. Brinker volunteered to be the liaison for the meeting with Commissioner Tobia and General Counsel Cary.

BOT consensus for Mr. Brinker to be the BOT liaison and accompany General Counsel Cary for the meeting with Commissioner Tobia regarding the desired charter amendment referendum.



BAREFOOT BAY RECREATION DISTRICT

Authorization for Charter Amendment Referendum: Increase the Length of Trustee's Term from Two-Years to Three-Years

Resolution 2022-11 Read by Mr. Cary:

A RESOLUTION OF BAREFOOT BAY RECREATION DISTRICT, FLORIDA CALLING A REFERENDUM ELECTION ON NOVEMBER 8, 2022 ON THE QUESTION OF WHETHER THE CHARTER OF THE BAREFOOT BAY RECREATION DISTRICT SHOULD BE AMENDED TO LIMIT THE NUMBER OF TERMS OF MEMBERS OF THE BOARD OF TRUSTEES OF THE DISTRICT TO NO MORE THAN TWO (2) CONSECUTIVE THREE (3) YEAR TERMS; PROVIDING STANDARDS FOR STAGGERING THE ELECTION CYCLE FOR THE TRUSTEES OF THE BAREFOOT BAY RECREATION DISTRICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Mr. Amoss made a motion to approve resolution 2022-11 as read and authorize staff to begin the work on placing the charter amendment referendum increasing the length of the trustee's term from two years to three years on the November 8, 2022, ballot. Second by Mr. Nugent. Motion passed unanimously.

Pool #1 Pit and Heater Relocation and Replacement Project

Staff recommends the BOT not award contract to Family Pools, Inc. in the amount of \$267,049.12 plus permitting, and instruct staff to obtain an updated proposal in early FY23 and place the proposal on an agenda for approval with a planned May 2023 start date.

Mr. Amoss spoke in favor of staff's recommendation. Mr. Maino stated that Pool #1 cannot be shut down for an extensive period and spoke in favor of the recommendation. Mr. Brinker agreed with Mr. Amoss and Mr. Maino.

Mr. Morrissey made a motion to not award contract to Family Pools, Inc. in the amount of \$267,049.12 plus permitting, and instructed staff to obtain an updated proposal in early FY23 and place the proposal on an agenda for approval with a planned May 2023 start date. Second by Mr. Brinker. Motion passed unanimously.

Building A Retaining Wall Repairs Project: Change Order #3

Staff recommends the BOT confirm the Community Manager's approval of change order #3 in the amount of \$32,134.50 for the Building A retaining wall repairs project and instruct staff to prepare a budget amendment for a future meeting agenda.

Mr. Nugent. made a motion to confirm the Community Manager's approval of change order #3 in the amount of \$32,134.50 for the Building A retaining wall repairs project and instruct staff to prepare a budget amendment for a future meeting agenda. Second by Mr. Brinker. Motion passed unanimously.



BAREFOOT BAY RECREATION DISTRICT

Building A Renovations Project: Final Change Order

Staff recommends the BOT confirm the Community Manager's approval of Change Orders #15A, #15B, and #15C in the amount of \$5,250.21 for minor alterations and instruct staff to prepare the necessary budget amendment to fund the cost.

Mr. Amoss made a motion to confirm the Community Manager's approval of Change Orders #15A, #15B, and #15C in the amount of \$5,250.21 for minor alterations and instruct staff to prepare the necessary budget amendment to fund the cost. Second by Mr. Brinker. Motion passed unanimously.

Discussion of Recruitment Process for New Community Manager

Mr. Maino gave an overview the role of the BOT and SDS Management. He stated that Mr. Pierman will be the Acting Community Manager and Stephanie Brown, District Clerk, will be the point of contact for residents and staff, as well as between SDS and BBRD while recruiting a new Community Manager. He also stated that BBRD has a very competent management team that will keep BBRD running during the recruitment process.

Mr. Pierman (SDS) expressed his gratitude to Mr. Coffey for his service. He explained while recruiting a new Community Manager SDS will try to be on-site (Jason Pierman or Todd Frank) at BBRD at least 3 days a week and the District Clerk will act as a point of contact for all other days or times when SDS is unable to be present. He also stated that BOT liaison will be a part of the final selection of candidates. He gave an overview of the two-step recruiting process with SDS to receive resumes and pick the top 3 candidates; and in the 2nd part of the process allowing a liaison from the BOT to assist in vetting those top candidates.

Mr. Brinker and Mr. Nugent spoke in favor of Mr. Maino being the BOT liaison. Mr. Amoss had questions about the liaison responsibilities. Mr. Maino responded that the BOT Member will be a part of the 2nd phase of vetting. Mr. Pierman reiterated that the BOT Liaison and SDS will make the decision on the final candidate. Mr. Morrissey volunteered to be the BOT Liaison.

Mr. Nugent made a motion to appoint Chairman Maino as the BOT liaison during the Community Manager recruitment process. Second by Mr. Brinker. Motion passed unanimously.

Designation of Acting Community Manager

Resolution 2022-12 Read by Mr. Cary:

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE BAREFOOT BAY RECREATION DISTRICT APPOINTING AN ACTING COMMUNITY MANAGER UNTIL A PERMANENT MANAGER CAN BE APPOINTED; PROVIDING AN EFFECTIVE DATE.

Mr. Amoss made a motion to approve resolution 2022-12 as read. Second by Mr. Nugent. Motion passed unanimously.



BAREFOOT BAY RECREATION DISTRICT

Attorney's Report

Mr. Cary gave an update on the violation #18-001022 803 Beach Court. He stated that the defendant asked for another 100-day extension. Mr. Maino spoke in favor of opposing the extension. Mr. Amoss abstained.

BOT consensus 4-1 to oppose the extension.

Manager's Report

Finance

- **FY22 Assessment Update** – As of May 10th, BBRD has received \$3,867,271.62 or 96.1% of gross receipts. Please see attached for details.

Resident Relations

ARCC Meeting 5/10/2022

- 15 Consent Items: 14 approved and 1 denied approved
- 09 Other Item: 8 approved and 1 denied

Next ARCC Meeting is May 24th at 9am in the Administration Building Conference Room.

VC Meeting 5/13/22

- 15 cases to be presented

Next VC Meeting is scheduled for May 27th at 10am in the Administration Building Conference Room.

April's Interesting Facts

- 53 home sales
- 37 orientations presented
- 60 residents in attendance

Food & Beverage

- There will be a **street dance on Memorial Day**, Monday, May 25th from 2-6pm Lakeside of the Lounge with food and music by Johnny and The Blaze.
- Save the date and get your golf carts ready for the **annual Independence Weekend celebration** on Sunday, July 3rd. The day kicks off with a patriotic golf cart parade starting behind the shopping plaza, music, and food lakeside of the Lounge and fireworks at 9pm.

Flyers with all the details are posted.



BAREFOOT BAY RECREATION DISTRICT

Property Services

- Repaired the heater at pool #2
- Primmed/sealed the tower on the lounge preparing for paint this summer
- Addressed AC issue in the DOR vehicle
- Addressed AC issue in Holy Cannoli
- Filled in various potholes around BBRD parking lots
- Assembled new benches for the golf course
- Ordered replacement lights for the Tennis/Pickleball courts

Golf-Pro Shop

- **Picnic Area Scoreboard project update:** completed, installation of picnic tables (tables are assembled) and concrete pads to follow. Picnic tables have arrived, and concrete is scheduled to be poured on May 10th.
- **Lake Bank Project update** – completed the week of May 2nd.
- **Greens Replacement/Repair Projects update:**
 - No. 10 green is in progress. There is a temporary green at the end of the 10th fairway. Please do not walk into the construction zone and adhere to all posted warning signs.
 - Putting green is in progress. Please remain away from construction zone until it is re-opened.
- May 16th & 17th Course Aerification
 - Monday, May 16th: Back Nine Closed
 - Tuesday, May 17th: Front Nine and Driving Range Closed

General Information

- **Kitchen Trailer update** – The trailer is completed. Once staff conducts an on-site inspection on Monday, delivery will be scheduled. Staff will install the trailer at Pool #1 shortly thereafter in accordance with previously detailed plans.
- **19th Hole Kitchen Renovations Project update** – The vendor has ordered the major equipment and the project is currently in the design phase. Staff is coordinating with the new local propane company (Como) to convert the piped/metered gas line into a tank system.
- **Pools Propane Conversion** – At the request of the new owner of the local propane company, staff will be coordinating the installation of propane tanks in the next few months at no cost to BBRD.
- **Lounge Outside Bar RFP Evaluation Committee Meeting Reminders** – The committee is scheduled to meet on:
 - Thursday, May 19th at 2pm in the Administration Building Conference Room
 - Thursday, May 26th at 1pm in the Administration Building Conference Room if neededThe meetings are open to the public.
- **Building A Retaining Wall Project Update** – The project is 99.40% completed. The vendor is waiting on drainage grates to arrive and once they are installed the project will be completed.
- Mr. Coffey thanked the staff for their service and stated that BBRD will be in good hands with departmental management and staff

Presentations were given to Mr. Coffey from staff, residents, and trustees to honor his last day at BBRD and the work he has done, and relationships fostered while managing the district.



BAREFOOT BAY RECREATION DISTRICT

Incidental Trustee Remarks

Mr. Nugent thanked Mr. Coffey for his service.

Mr. Brinker wished Mr. Coffey luck in his new endeavor.

Mr. Morrissey thanked Mr. Coffey for his service.

Mr. Amoss stated that CVO will hold a meeting with Brevard County Animal on May 26, 2022, if any residents would like to attend. He also thanked Mr. Coffey for his service and stated that he learned a lot from him during his time as Community Manager.

Adjournment

The next regular meeting will be on June 9, 2022, at 1pm in Building D/E.

Mr. Nugent made a motion to adjourn. Second by Mr. Brinker. Mr. Maino adjourned.

Meeting adjourned at pm 2:32pm

Hurrol Brinker, Secretary

Stephanie Brown, District Clerk

Barefoot Bay Recreation District

Treasurer's Report

June 9, 2022

Cash Balances in General Fund as of 6/1/22

Petty Cash	Total Petty Cash: \$	2,500.00
Operating Cash in Banks		
MB&T Operating Account		263,803.54
Total Operating Accounts:		263,803.54
Interest Bearing Accounts		
MB&T Money Market Account		2,252,338.41
SBA Reserve Account		701,160.28
Total Interest Bearing Accounts:		2,953,498.69
Total Cash Balances in General Fund:	\$	3,219,802.23

Total Daily Deposits and Assessments Received for 5/5/22 - 6/1/22

Daily Deposits:	\$	132,562.98
Interest Received: Money Market Account		189.23
Interest Received: SBA Account		504.09
Interest Received: Other Interest		0.31
Golf Revenues		13,945.94
Assessments Received:		68,302.63
Total Deposits Received:	\$	215,505.18

Expenditures for 5/5/22 - 6/1/22

Check Number	Vendor	Description	Check Amount
59144	ABM Landscape & Turf Services	Golf Course & Ball Field Maint. - 5/22	\$ 40,123.67
59153	Card Service Center	Credit Card Processing Fees - 4/22	10,862.68
59156	Crosscreek Environmental, Inc	Final Payment for Lake Bank Restoration	66,094.00
59161	Foundation Professionals of Florida, Inc	Changes #1-3 Building A Retaining Wall	99,250.00
59172	Omega Technology Solutions, LLC	IT Support & Software	5,615.25
59181	Highland Products Group, LLC	Picnic Tables	6,410.00
59186	Vose Law Firm, LLP	Legal Fees: 5/22	7,500.00
59189	Watertronics	Pump Motor	8,669.05
59200	Como Oil & Propane - Vero Beach	Propane	17,279.75
59206	Health First Health Plans Inc	Employee Health Insurance: 6/22	32,402.75
59246	G&G Roofing Inc	AC Platform - Bldg A Renovations	5,800.00
59271	A1A Technologies & Electric	Deposit for Cameras - Micco RV Lot	14,050.00
59279	Complete Restaurant Equipment, LLC.	Outdoor Chairs & Tables	11,173.02
59284	Florida Power & Light Co	Electricity: 4/22	9,208.71
59289	IM Solutions	Final Paayment - AV install Bldg D&E	11,840.42
59292	MGM Contracting, Inc	19th Hole Fire System	9,680.00
59294	Pool Lift Specialists	50% Deposit - ADA Pool Lifts	9,412.50
59298	Special District Services, Inc	Management Fees: 5/22	9,419.81
	Florida Department of Revenue	Sales Tax: 4/22	16,223.65
	Paychex	Net Payroll - PPE 5/8/22	68,227.48
	United States Treasury	Payroll Taxes - PPE 5/8/22	19,032.65
	Paychex	Net Payroll - PPE 5/22/22	66,864.89
	United States Treasury	Payroll Taxes - PPE 5/22/22	19,051.86
Total Expenditures \$5,000 and above:			564,192.14
Expenditures under \$5,000:			123,260.96
Total Expenditures:			\$ 687,453.10

Board of Trustees

Meeting Agenda Memo

Date: Thursday, June 9, 2022
Title: **Acceptance of Donation Request**
Section & Item: 11.A
Department: Golf
Fiscal Impact: \$1,689.20
Contact: Ernie Cruz, Golf Manager, Jason Pierman, SDS District Manager
Attachments: 05.05.2022 Harry Wright, 05.05.2022 William Kaszanek, 0521_BarefootBay_Wright, 0521_BarefootBay_KaszaneK
Reviewed by
General Counsel: N/A
Approved by: Jason Pierman, Acting Community Manager



Requested Action by BOT

Acceptance of a donation request for a bench on the Golf Course.

Background and Summary Information

Per BBRD Policy Manual (since 2015), the party requesting to donate the item must pay BBRD the cost, and staff will procure the donation.

Staff recommends the BOT accept the donation of \$849.35 from Ms. Wright and a \$839.85 donation from Ms. Kaszanek for a bench on the Golf Course.



5/4/22

Memorial/Gift Request Form

Select One: Memorial Bench ☒ Memorial Tree ☐ Gift ☐

In Memory Of: HARRY WRIGHT

Name of Donor or Representative: Patricia Wright

Address: 1103 INDIGO DR. City: Barefoot Bay State: FL 32976

Phone: 772-664-5077 Email: hnpmw@yahoo.com

Requested Location: 12TH Hole - near Men's TeeBOX

Requested Bench Style/Tree species: STANDARD - OR WITH ARMS

Additional Description of requested memorial/gift

Harry Wright

"When I'm TALKIN YOU'RE NOT"

By signing below, the donor acknowledges and agrees to abide by the Barefoot Bay Recreation District Gifts/Memorials Guidelines, which can be found in section 3.5 of the Barefoot Bay Recreation District Policy Manual.

X Patricia Wright
Signature

Please submit this form to the Office of the District Clerk, 625 Barefoot Blvd, Barefoot Bay, FL 32976 or email to Stephanie Brown at sbrown@bbrd.org.

www.bbrd.org
625 Barefoot Blvd, Barefoot Bay, FL 32976
Administration Building Phone: 772.664.3141
Fax: 772.664.1928

Updated January 2022

5/4/22



Memorial/Gift Request Form

Select One: Memorial Bench ☒ Memorial Tree ☐ Gift ☐

In Memory Of: William Kaszaneck

Name of Donor or Representative: Mary Kaszaneck

Address: 1432 Barefoot Cir City: Barefoot Bay State: Fla

Phone: 781-974-9300 - Cell Email: maryk@zcom.com

Requested Location: 17th tee box

Requested Bench Style/Tree species: Standard or with arms

Additional Description of requested memorial/gift

William Kaszaneck
"10' Dix High" - Bill

By signing below, the donor acknowledges and agrees to abide by the Barefoot Bay Recreation District Gifts/Memorials Guidelines, which can be found in section 3.5 of the Barefoot Bay Recreation District Policy Manual.

X

Signature

Mary L Kaszaneck

Please submit this form to the Office of the District Clerk, 625 Barefoot Blvd, Barefoot Bay, FL 32976 or email to Stephanie Brown at sbrown@bbrd.org.

www.bbrd.org

625 Barefoot Blvd, Barefoot Bay, FL 32976
Administration Building Phone: 772.664.3141
Fax: 772.664.1928

Updated January 2022



American Recycled Plastic

A Family Owned & Operated Business Since 1989

773 N. Union Grove Rd / Friendsville TN 37737

Ph: 865.738.3439



Customer Quote

Client:	Barefoot Bay Recreation District	Quote #:	0521-023
Contact:	Matt Goetz	Phone:	772-494-9985 / 772-664-2063
From:	Amy	Email:	mattgoetz@bbrd.org
Item:	Recycled Plastic Custom Bench	Date:	5/21/2022

Products*

Item #	Description & Size	Color	Qty	Ea Price	Extension
BDP6	Deluxe Park Bench 6', Black Legs	Charcoal	1	\$499.00	\$499.00
Custom	Engraving, 3", per character		35	\$4.75	\$166.25
DELFEE	Ground Freight*				\$184.10
	*Ships in 2 oversized boxes				

Board 1 Harry Wright

Board 2 "When I'm talkin you're not"

Order Subtotal Prior to Sales Tax		\$849.35
Sales Tax	TN Locations Only 9.75%	\$0.00
QUOTE TOTAL:		\$849.35

*pricing is based on one single order of item(s) quoted.

Terms & Conditions

Order Type: This is a custom/personalized order and current lead times are 4-6 weeks for the bench and 3-4 weeks for the personalization.

Freight/ Shipping: Quote is for ups ground delivery, UPS drivers usually deliver to front door only.

Delivery: Items ship boxed, final assembly is required.

Payment Terms: We accept Checks, MC/Visa, Amex and Discover for your convenience.

Notes:

Accept Quote / Place Order

Signature required to accept the above terms & place order: _____

Thank you for the opportunity to present this quote; we look forward to working with you!

Once an order is placed, you will receive an Order Confirmation within 24-48 hrs.



American Recycled Plastic, Inc. / 865.738.3439 / www.itsrecycled.com



American Recycled Plastic

A Family Owned & Operated Business Since 1989

773 N. Union Grove Rd / Friendsville TN 37737

Ph: 865.738.3439



Customer Quote

Client:	Barefoot Bay Recreation District	Quote #:	0521-022
Contact:	Matt Goetz	Phone:	772-494-9985 / 772-664-2063
From:	Amy	Email:	mattgoetz@bbrd.org
Item:	Recycled Plastic Custom Bench	Date:	5/21/2022

Products*

Item #	Description & Size	Color	Qty	Ea Price	Extension
BDP6	Deluxe Park Bench 6', Black Legs	Charcoal	1	\$499.00	\$499.00
Custom	Engraving, 3", per character		33	\$4.75	\$156.75
DELFEE	Ground Freight*				\$184.10

*Ships in 2 oversized boxes

Board 1 William Kaszanek
Board 2 "It's pin high" - Bill

Order Subtotal Prior to Sales Tax		\$839.85
Sales Tax	TN Locations Only 9.75%	\$0.00
QUOTE TOTAL:		\$839.85

*pricing is based on one single order of item(s) quoted.

Terms & Conditions

Order Type: This is a custom/personalized order and current lead times are 4-6 weeks for the bench and 3-4 weeks for the personalization.

Freight/ Shipping: Quote is for ups ground delivery, UPS drivers usually deliver to front door only.

Delivery: Items ship boxed, final assembly is required.

Payment Terms: We accept Checks, MC/Visa, Amex and Discover for your convenience.

Notes:

Accept Quote / Place Order

Signature required to accept the above terms & place order: _____

Thank you for the opportunity to present this quote; we look forward to working with you!

Once an order is placed, you will receive an Order Confirmation within 24-48 hrs.



American Recycled Plastic, Inc. / 865.738.3439 / www.itsrecycled.com

Board of Trustees

Date: Thursday, June 9, 2022
Title: **Slater Construction Change Order #1**
Section & Item: 11.B
Department: R&M/Capital Projects
Fiscal Impact: \$1,675
Contact: Mackenzie Leiva, Management Analyst
Attachments: Slater Change Order
Reviewed by General Counsel: N/A
Approved by: Jason Pierman, Acting Community Manager



Requested Action by BOT

Confirmation of the Community Manager's approval of change order #1 for installation of a concrete pad for the Tennis Court Restroom Trailer and repairs to walkways in the Community Center area.

Background and Summary Information

The BOT awarded a contract to Slater Construction in the amount of \$14,250 for the installation of a concrete pad for the Golf Course picnic area and sidewalk at 1225 Barefoot Blvd.

On February 28, 2022, it was discovered that the area of the sidewalk where the contractors were pouring was heavily damaged and needed extra footage added to each slab to create more space. The Community Manager authorized a change order from Slater Construction.

On May 11, 2022, with the approval of Chairman Maino (the Policy Manual allows the Community Manager to approve change orders over 10% under certain circumstances with the approval of the BOT Chairman), the Community Manager signed the change order in the amount of \$1,675.00.

Sufficient funds are budgeted in FY22 for concrete work; thus, this change order will not require a budget amendment or transfer of funds. Staff recommends the BOT confirm the former Community Manager's approval of change order #1 from Slater Construction in the amount of \$1,675 for concrete work.



License # CGC1526339

DATE: May 10th, 2022

OWNER: Barefoot Bay Admin

PROJECT LOCATION: 625 Barefoot Blvd

Change Order #1

- Removed existing damaged concrete sidewalk along parking area reform the sidewalk and re pour it. Increased the size of new pads which are larger than quoted in the contract, added more concrete material as well as labor.

Change Order #1 Total: \$1,675.00

NOTES:

-

Payment:

- 100% due upon acceptance of change order

Change Order: Any changes in work will be executed in writing between owner and contractor.

Accepted this 11 day of May 2022.

Property Owner: 

Contractor: _____
Dillon Z. Slater, Owner for: Slater Construction

Board of Trustees

Meeting Agenda Memo

Date: Thursday, June 9, 2022

Title: **Lounge Outside Bar Project Award of Contract**

Section & Item: 11.C

Department: Food & Beverage

Fiscal Impact: \$278,334.38

Contact: Jason Pierman, SDS District Manager, Kathy Mendes, Food & Beverage Manager

Attachments: MGM Contracting Inc-Lounge Outside Bar Project Bid, Barefoot Bay Recreational Dept Change Order Outside Bar

Reviewed by

General Counsel: N/A

Approved by: Jason Pierman, Acting Community Manager



Requested Action by BOT

[Award](#) of contract for the Lounge outside bar.

Background and Summary Information

The FY22 Budget contains \$109,000 for the construction of a Lounge Outside Bar.

The project consists of the following:

1. The removal of the Air Handler room door and replace on the south side of building
2. The construction of an outdoor bar, with roof, and roll down lockable security door/windows
3. Drainage, electric outlets
4. Removal of large window and replace with a smaller window
5. Purchase and installation of commercial equipment

On April 11, 2022, the BOT authorized the release of a Request for Proposal for the project. On May 19, the evaluation committee met and opened the following bid:

\$278,334.38 MGM Contracting (contractor for Shopping Center, Building A Towers roof replacement and 19th Hole Kitchen and Walk-In Cooler renovation projects)

On May 19th, the evaluation committee interviewed MGM for possible changes to their proposal via future change orders.

Given the impact of record high inflation, supply chain disruptions and BBRD's limited resources, the evaluation committee made a unanimous recommendation to the BOT as follows:

- Award of contract to MGM Contracting in the amount of \$278,334.38
- Approval of change order #1 immediately following award of contract to reduce the contract amount by \$51,811.93 through cost savings identified by staff and the contractor

General Counsel Cary will draft a contract which Chairman Maino can execute if the BOT award the contract as recommended.

Hence, staff recommends the BOT award the contract to MGM Contracting Inc. for the Lounge Outside Bar in the amount of \$278,334.38 and approve the change order to reduce the bid amount to \$226,522.45, waive the second bid requirement, and instruct staff to prepare a future budget amendment to recognize fund balance for the overage.

SECTION IV

REQUEST FOR PROPOSAL #2022-04

Lounge Outside Bar Project

Contact Information

Company Name: MGM CONTRACTING INC.
 Address: 1121 PINEHURST ST. COCOA FL 32922
 Point of Contact (name): MARK HILL
 Telephone Number: 321-639-6368 E-mail Address: MGMHILL@CFL.RR.COM
 Person authorized to submit proposal (name and title): MARK HILL
 Signature of person listed immediately above: [Signature]
 Date: 5/5/22

Experience and References

Number of years company has worked in Brevard County: 25
 Number of years company has worked in Florida: 25
 Sub-contractors to be used on project (name, company name, address, telephone number):
COCOA ELECTRIC CONTRACTORS 1129 PINEHURST ST. COCOA 321-507-6642
MARK'S PLUMBING 9615 TUNDRA DR. SEBASTIAN 772-579-2080

References (name of project, company name, address, telephone number):

STAN WILLIAMS - COCOA SUNRISE TOWNHOMES WINTER PARK 407-461-1422
KATHY SIMMONS - PINEWAY - B.R.P.H. 321-751-3033
BARRY ARKLEY - CORE CONSTRUCTION 407-579-1380

Prior work for Barefoot Bay Recreation District:

STOPPING CANAL ROOF REPLACEMENT PROJECT

Anticipated start date and number of days of the project**Primary Proposal**

Project costs: 278,334.38

Anticipated permit application date: JULY 15, 2022

Anticipated Commencement of work date: AUG. 1, 2022

Number of workdays (excluding weekends): 16 WORKDAYS; ADD FOR LONG-LEAD ITEMS

Option A: ADD

96,250.00

SEE ATTACHED

10 MONTHS



Barefoot Bay Outdoor Bar

Prepared By

MGM Contracting Inc,
1121 Peachtree St.
Cocoa 32922

321-639-6365

Prepared For

Barefoot Bay Recreational Dept
625 Barefoot Bay
Barefoot Bay

5/10/2022

Scope of Work

Install new outside bar

A1

\$32,456.88

Non-measured costs

\$245,877.50

Proposal Total

\$278,334.38

Terms of Service

Option A: Plumbing

Plumbing per plans add; \$96,250.00

Quote covers new outside bar area only. Not to include other changes to lounge renovation ,other exterior structures or storefront doors.

Terms and Conditions:

Mobilization and cost of materials up front.

Signature
Barefoot Bay Recreational Dept

Line Item Detail

Name	Cost Type	Unit Price	Qty	Unit	Selling Price
A1					\$32,456.88
3 compartment sink					\$3,025.00
3 compartment sink		\$3,025.00	1.00	EA	\$3,025.00
4 tap beer dispenser keg compartment					\$6,875.00
4 tap beer dispenser keg compartment		\$6,875.00	1.00	EA	\$6,875.00
Granite bar top					\$7,260.00
Granite bar top		\$7,260.00	1.00	EA	\$7,260.00
hand sink					\$1,512.50
hand sink		\$1,512.50	1.00	EA	\$1,512.50
Oasis Blender table					\$1,512.50
Oasis Blender table		\$1,512.50	1.00	EA	\$1,512.50
rolling ice chest					\$6,325.00
rolling ice chest		\$3,162.50	2.00	EA	\$6,325.00
Tiered bottle display rack					\$343.75
Tiered bottle display rack		\$343.75	1.00	EA	\$343.75
Under bar ice chest					\$5,500.00
Under bar ice chest		\$2,750.00	2.00	EA	\$5,500.00
waste container					\$103.13
waste container		\$103.13	1.00	EA	\$103.13
Non-measured costs					\$245,877.50
bar ceiling finish	Miscellaneous	\$6,875.00	1.00	Each	\$6,875.00
block bar wall, pour solid header, attach into block and column	Miscellaneous	\$8,937.50	1.00	Each	\$8,937.50
concrete footer	Miscellaneous	\$4,125.00	1.00	Each	\$4,125.00
cut new door and install header	Miscellaneous	\$3,025.00	1.00	Each	\$3,025.00
electrical	Miscellaneous	\$19,250.00	1.00	Each	\$19,250.00
fees	Miscellaneous	\$7,562.50	1.00	Each	\$7,562.50
fire suppression	Miscellaneous	\$8,937.50	1.00	Each	\$8,937.50
gutters	Miscellaneous	\$4,125.00	1.00	Each	\$4,125.00
item	Miscellaneous	\$0.00	1.00	Each	\$0.00
labor, tool rental, dumpster security fence & misc	Miscellaneous	\$26,620.00	1.00	Each	\$26,620.00
misc. ex paint drywall repair stucco	Miscellaneous	\$13,062.50	1.00	Each	\$13,062.50
new door	Miscellaneous	\$4,125.00	1.00	Each	\$4,125.00
new hot water heater	Miscellaneous	\$2,420.00	1.00	Each	\$2,420.00
paddle fans/lighting	Miscellaneous	\$687.50	2.00	Each	\$1,375.00
painting	Miscellaneous	\$8,250.00	1.00	Each	\$8,250.00
permit	Miscellaneous	\$5,500.00	1.00	Each	\$5,500.00
plans	Miscellaneous	\$6,875.00	1.00	Each	\$6,875.00
remove and relocate cirus antenna	Miscellaneous	\$550.00	1.00	Each	\$550.00
remove door & block up wall	Miscellaneous	\$2,062.50	1.00	Each	\$2,062.50
remove existing window and replace new	Miscellaneous	\$3,575.00	1.00	Each	\$3,575.00
remove roof panels, demo and rebuild roof	Miscellaneous	\$30,250.00	1.00	Each	\$30,250.00
repour slab and tile behind bar	Miscellaneous	\$8,250.00	1.00	Each	\$8,250.00
roll down security shutters	Miscellaneous	\$16,500.00	1.00	Each	\$16,500.00
sawcut patio deck for footer and plumbing	Miscellaneous	\$8,250.00	1.00	Each	\$8,250.00
soffit	Miscellaneous	\$5,500.00	1.00	Each	\$5,500.00
trusses	Miscellaneous	\$7,150.00	1.00	Each	\$7,150.00
value engineered plumbing	Miscellaneous	\$30,250.00	1.00	Each	\$30,250.00
window	Miscellaneous	\$2,475.00	1.00	Each	\$2,475.00



Barefoot Bay Outdoor Bar

Prepared By

MGM Contracting Inc,
1121 Peachtree St.
Cocoa 32922

321-639-6365

Prepared For

Barefoot Bay Recreational Dept
625 Barefoot Bay
Barefoot Bay

6/2/2022

CHANGE ORDER

Scope of Work

This change order is a reduction of costs for the following :

Redesign of the roof * Subject to approval	\$9625.00
Elimination of sprinkler system * Subject to approval	\$8937.50
Elimination of installing smaller window	\$6050.00
Elimination of Granite Counter to poured concrete counter	\$2002.55
Elimination of all appliances	\$25196.88
Total Amount Of Change Order	\$51811.93

Proposal Total	\$226,522.45
-----------------------	---------------------

Terms of Service

Option A: Plumbing

Plumbing per plans add; \$96,250.00

Cost savings from original estimate is subject to approval from Architect and/or Brevard County

Quote covers new outside bar area only. Not to include other changes to lounge renovation ,other exterior structures or storefront doors.

Terms and Conditions:

Mobilization and cost of materials up front.

Signature
Barefoot Bay Recreational Dept

Line Item Detail

Name	Cost Type	Unit Price	Qty	Unit	Selling Price
A1					\$5,257.45
Concrete bar top		\$5,257.45	1.00	EA	\$5,257.45
Non-measured costs					\$221,265.00
bar ceiling finish	Miscellaneous	\$6,875.00	1.00	Each	\$6,875.00
block bar wall, pour solid header,attach into block and colum	Miscellaneous	\$8,937.50	1.00	Each	\$8,937.50
concrete footer	Miscellaneous	\$4,125.00	1.00	Each	\$4,125.00
cut new door and install header	Miscellaneous	\$3,025.00	1.00	Each	\$3,025.00
electrical	Miscellaneous	\$19,250.00	1.00	Each	\$19,250.00
fees	Miscellaneous	\$7,562.50	1.00	Each	\$7,562.50
gutters	Miscellaneous	\$4,125.00	1.00	Each	\$4,125.00
labor , tool rental,dumpster security fence & misc	Miscellaneous	\$26,620.00	1.00	Each	\$26,620.00
misc. ex paint drywall repair stucco	Miscellaneous	\$13,062.50	1.00	Each	\$13,062.50
new door	Miscellaneous	\$4,125.00	1.00	Each	\$4,125.00
new hot water heater	Miscellaneous	\$2,420.00	1.00	Each	\$2,420.00
paddle fans/lighting	Miscellaneous	\$687.50	2.00	Each	\$1,375.00
painting	Miscellaneous	\$8,250.00	1.00	Each	\$8,250.00
permit	Miscellaneous	\$5,500.00	1.00	Each	\$5,500.00
plans	Miscellaneous	\$6,875.00	1.00	Each	\$6,875.00
remove and relocate cirrus antenna	Miscellaneous	\$550.00	1.00	Each	\$550.00
remove door & block up wall	Miscellaneous	\$2,062.50	1.00	Each	\$2,062.50
remove roof panels,demo and rebuild roof	Miscellaneous	\$20,625.00	1.00	Each	\$20,625.00
repour slab and tile behind bar	Miscellaneous	\$8,250.00	1.00	Each	\$8,250.00
roll down security shutters	Miscellaneous	\$16,500.00	1.00	Each	\$16,500.00
sawcut patio deck for footer and plumbing	Miscellaneous	\$8,250.00	1.00	Each	\$8,250.00
soffit	Miscellaneous	\$5,500.00	1.00	Each	\$5,500.00
trussess	Miscellaneous	\$7,150.00	1.00	Each	\$7,150.00
value engineered plumbing	Miscellaneous	\$30,250.00	1.00	Each	\$30,250.00

Board of Trustees

Meeting Agenda Memo

Date: Thursday, June 9, 2022
Title: **Tennis Courts Resurfacing Award of Contract**
Section & Item: 11.D
Department: R&M/Capital Projects
Fiscal Impact: \$32,850
Contact: Mackenzie Leiva, Management Analyst, Jason Pierman, SDS District Manager
Attachments: 05.23.2022 US Tennis and Recreation Resurfacing Quote, barefootbay, Palm Beach Sport Courts
Reviewed by General Counsel: N/A
Approved by: Jason Pierman, Acting Community Manager



Requested Action by BOT

Award of contract for tennis courts resurfacing.

Background and Summary Information

The FY22 Approved Budget includes \$60,000 for the resurfacing of the BBRD tennis courts.

The project consists of the following:

1. Pressure Washing
2. Flood testing
3. Resurfacing
4. Two coats of Color flex coating
5. One net per court with the center strap adjusted to regular height
6. One set of tennis game lines per court

Staff solicited bids from over 18 vendors. Many of the vendors were unresponsive or unfamiliar with the type of material currently used on the tennis courts, and ultimately did not want to perform the scope of work requested. For vendors that offered quotes, they did not want to remove the current material and wanted to treat it as you would a traditional asphalt court, instead of factoring in the overlay system that the BBRD tennis courts have. The only applicable quote received was from U.S Tennis and Recreation in the amount of \$32,850.

Hence, staff recommends the BOT award contract for tennis court resurfacing to U.S. Tennis and Recreation in the amount of \$32,850 and waive the second bid requirement.

U.S. Tennis and Recreation

5780 Houchin Street
 Naples, FL 34109 US
 239-331-0117
 info@ustennisfl.com
 http://www.ustennisfl.com

**Estimate****ADDRESS**

Mackenzie Leiva
 Barefoot Bay Recreation District
 625 Barefoot blvd
 Barefoot Bay, FL 32976

ESTIMATE #	DATE	
6945	05/23/2022	

ACTIVITY	QTY	RATE	AMOUNT
Patching We propose to repair the current three tennis courts where the current NGI extreme cushion system has failed due to a faulty installation. 1. We will identify all seem failures. 2. We will prep surface for proper adhesion. 3. We will prep existing NGI overlay for proper adhesion. 4. We will include all fiberglass and Acrylic adhesives. 5. Time will be billed at \$85 per man hour using up to three men with an estimated time of three working days. 6. Once the repairs have been made we can resurface the existing tennis courts for proper protection.	1	0.00	0.00
Hard Court Basic To provide labor, materials, equipment, supervision, and insurance to complete the scope as clarified to resurface the existing three tennis courts: 1. Pressure washing 2. Flood testing as well as patching birdbaths within industry standards which is 1/8" deep (we will also fill in visible cracks) 3. Resurfacing 1 coat of professional grade by Laykold 4. Two coats of Color flex coatings one color option professional grade UV RESISTANT by Laykold which is the official surface of the US Open and Miami Open. If Client wants to upgrade to a two color option it will be a \$850 upcharge per court. 5. We will include one net per court with the center strap adjusted to regular height. 6. We will include one set of tennis game lines per court. Option not included in base price # 1: Pickleball lines (single \$500 double \$1000) A deposit of 50% is required for scheduling and ordering of materials. We will warranty our work for 24 months. We will not	3	10,950.00	32,850.00

ACTIVITY	QTY	RATE	AMOUNT
be responsible for future substrate cracking (not repaired by us), bubbling, or root intrusions.			

We appreciate the opportunity to work with you and look forward to growing a long lasting relationship.

TOTAL

\$32,850.00

Accepted By

Accepted Date

Barefoot Bay Recreation District
625 Barefoot Blvd
ATTN : Mackenzie Leiva

Proposal for resurfacing of 3 tennis courts.
Lancelot will:

1. Pressure clean surface of court to remove loose dirt and mildew.
2. Flood court with water and allow 90 minutes of direct sunlight for drying and drainage of water. Any remaining area holding water over the thickness of a nickle will be patched using an acrylic patch mix. The patch mix consists of patching binder which is a bonding agent, mixed with portland cement and sand. * Court must have proper slope to ensure water drainage.
3. Grind or machine sand raised areas on court surface as necessary.
4. Fill existing cracks with an acrylic crack filler as best as possible prior to resurfacing.
5. Apply 1 coats of acrylic resurfacer over entire court surface. Acrylic resurfacer is 100% acrylic concentrate that is blended with sand and water.
6. Apply 2 coats of acrylic color over the entire court surface. These color coats are made of high quality color pigments and acrylic binders. (Blue playing area, green outside)
7. Paint two inch wide playing lines in accordance with U.S.T.A standards, using a white textured line paint consisting of high quality titanium pigments.
10. Thoroughly clean up all drums, trash, etc. upon completion of job.

****On the damaged court with cracks, closest to pickleball courts we will patch cracks as needed. We will install 6 rolls of fiberglass membrane over the worst cracked areas. This court will also receive 1 more additional coat of resurfacer prior to the color coats. ****

****Surfacing material does not keep cracks from reappearing****

TOTAL COST OF JOB: \$14,630.00

Terms: 50% Deposit 50% upon completion of job.

Guarantee: Lancelot Industries guarantees all work against defects in workmanship or materials for a period of 3 years from the date of completion. This guarantee excludes normal wear and tear, physical abuse or neglect, and any other conditions beyond control of Lancelot Industries such as sub-base settling, structural cracks, asphalt shrinkage cracks, hydrostatic pressure or vapor water bubbles, intrusion of weeds, grass, etc. Lancelot Industries does not guarantee that cracks won't break through the surface. This guarantee will become void upon owners failure to comply with the payment schedule.

Conditions: Customer will furnish access to site for equipment and materials and provide electricity and a clean water supply within a reasonable distance. Lancelot Industries accepts no responsibility for vandalism on the job site. The owner accepts full responsibility for seeing that all landscaping, grass, and shrubbery outside the court perimeter be lower than court surface to ensure proper drainage. The owner agrees to keep all sprinkler systems off during resurfacing work.

Credit: If customer does not pay as agreed, Lancelot Industries shall have the right to file a lien against the real estate for the amount of work done. No further work shall be completed if installment payments are not recieved as specified. Customer shall be liable for all costs of collection including attorney's fees.

All proposals are valid for 2 weeks, after that we may need to calculate a new one due to ever changing costs of our raw materials**Shipping costs are also subject to change on a weekly basis**

*** Upon acceptance and return to us, this proposal beomes our contract.**

Thanks you,
Lancelot Industries LLC
372 sw Paar Drive
Port St Lucie Fl, 34953

X_____

Palm Beach Sport Courts

13398 52nd Ct N
West Palm Beach, FL 33411

SCOPE OF WORK

Date	Estimate #
4/25/2022	2594



Name / Address

Barefoot Bay Recreation District
c/o Mackenzie Leiva
625 Barefoot Blvd
Barefoot Bay, FL 32976

Description	Total
Apply fiberglass mesh over seams between courts as needed mixed with acrylic resurfacer to bond mesh to the surface to retard cracking	300.00
Clean, prep, and resurface 3 single tennis courts	23,050.00
1) Tamp, roll, or grind entire court surface to remove hydrostatic bumps, all mildew, loose dirt, oil spots, and any unnecessary material, so that the court surface is free of debris and ready for the resurface process.	
2) Root damage repair(if needed) dig up asphalt to remove any damaging roots in the court surface, and replace with new asphalt.	
3) Crack repair to include: all cracks will be scraped and tamped to surface level, patch all cracks wider than 1/8 inch with acrylic court patch binder, resurface and sand court surface. If after rain and at least 2 hours of drying time in direct sunlight any low lying areas that may be holding water standing 1/8 inch high we will then level the court surface accordingly. This price will include up to 100 SQ' of bird baths, anymore than that will require a new estimate and additional cost to be approved by customer. Customer to provide all water and electrical needed to perform job duties.	
Resurfacing Sealer: Apply one coat of acrylic sealer to seal any small imperfections in the court surface to prepare surface for acrylic color coating system.	
Color coating inbounds: Color coat with two coats of SportMaster acrylic color coating on inbounds of court surface (color specified by customer, additional cost for red and/or purple)	
Color coating outbound Color coat with two coats of SportMaster acrylic color coating on outbound court surface (color specified by customer, additional cost for red and/or purple)	
Stripe the courts for tennis per the USTA guidelines; producing sharp, white lines.	
If needed we can supply new USTA approved tennis court accessories to include: net and centerstraps, posts, cranks, and/or windscreens for an additional charge	
All drums, trash, etc will be cleaned up and removed upon completion of job returning court area back to a safe and clean environment.	
Pricing on estimate may be subject to change after 14 days.	
Palm Beach Tennis Courts holds photographic rights of work performed for the sole purpose of advertisement.	
WARRANTY: Palm Beach Tennis Courts guarantees workmanship and materials for one year upon completion except for reopening of structural cracks or new structural cracking. These cracks occur for many reasons; weak asphalt, subterranean movement, poor stabilization of sub base, or lack of compaction of the lime rock when initially built. None of these can be completely addressed with re-surfacing; therefore, the cracks will return. 50% non-refundable deposit is required to begin work, remaining balance is due upon completion unless prior arrangements have been made.	
THIS PRICE DOES NOT INCLUDE FREIGHT CHARGES THIS PRICING IS SUBJECT TO CHANGE DUE TO SUPPLY AND DEMAND AND CAN ONLY BE DETERMINED AT TIME OF ORDER	
Total	\$23,350.00

Any questions please call 561-290-8329

Board of Trustees

Meeting Agenda Memo

Date: Thursday, June 9, 2022

Title: **FY22 Budget Amendment: Building A Renovations and Retaining Wall Project Cost Increases**

Section & Item: 11.E

Department: Administration, Finance

Fiscal Impact: \$27,064.71

Contact: Charles Henley, Finance Manager, Stephanie Brown, District Clerk

Attachments: 220609 Resolution 2022-13 - FY22 Budget Amendment - Building A Renovations and Retaining Wall Change Orders

Reviewed by

General Counsel: N/A

Approved by: Jason Pierman, Acting Community Manager



Requested Action by BOT

BOT consideration and approval of Resolution 2022-13

Background and Summary Information

On May 12, 2022, the BOT directed staff to prepare a budget amendment to use \$21,814.50 of Fund Balance to allow for the increased costs of the Building A Retaining Wall Project.

On May 12, 2022, the BOT directed staff to prepare a budget amendment to use \$5,250.21 of Fund Balance to allow for the increased costs of the Building A Renovations Project.

Staff recommends the BOT approve Resolution 2022-13 Amending the Budget by increasing the R&M/Capital expenditure line items using \$27,064.71 of Fund Balance.

RESOLUTION 2022-13

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE
BAREFOOT BAY RECREATION DISTRICT AMENDING
RESOLUTION 2021-09; AMENDING THE BUDGET.**

WHEREAS, the Barefoot Bay Recreation District Board of Trustees adopted Resolution 2021-09, an operating Budget for the Fiscal Year beginning October 1, 2021, and ending September 30, 2022; and

WHEREAS, the Board of Trustees is desirous of amending the previously adopted Budget; and

WHEREAS, the Board of Trustees has ascertained that the following amendments are necessary to provide for the operation of the District for the Fiscal Year 2021/22:

An Amendment in the amount of \$27,064.71 to recognize use of Fund Balance.

An Amendment in the amount of \$5,250.21 to be added to R&M/Capital expenditure line-item Building A Renovations Project.

An Amendment in the amount of \$21,814.50 to be added to R&M/Capital expenditure line-item Building A Retaining Wall Project.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE BAREFOOT BAY RECREATION DISTRICT, BREVARD COUNTY FLORIDA:

Section 1. The amendment shall be made to the operating Budget for the Fiscal Year beginning October 1, 2021 and ending September 30, 2022.

Section 2. The Acting Community Manager and the Finance Manager are directed to adjust FY 2021/22 Adopted Budget.

Section 3. This resolution shall become effective immediately upon adoption.

The foregoing Resolution was moved for adoption by Trustee _____. The motion was seconded by Trustee _____ and, upon being put to a vote, that vote was as follows:

Chairman, Michael Maino
Trustee, Bruce Amoss
Trustee, Hurrol Brinker
Trustee, James Nugent
Trustee, Michael Morrissey

The Chairman thereupon declared this Resolution Done, Ordered, and Adopted on this 9th day of June, 2022.

BAREFOOT BAY RECREATION DISTRICT

By: _____
Michael Maino,
CHAIRMAN

Hurrol Brinker,
SECRETARY

Board of Trustees

Meeting Agenda Memo

Date: Thursday, June 9, 2022

Title: **Shaw Medical Group LLC Lease Default**

Section & Item: 11.F

Department: Shopping Center

Fiscal Impact: N/A

Contact: Charles Henley, Finance Manager, Jason Pierman, SDS District Manager, John Cary, General Counsel

Attachments: 9010320 Shaw Medical Group 2020 Lease, Shaw tentative old VA Service Center lease agreement 22June21, Amendment to Lease Agreement Shaw Medical Group

Reviewed by

General

Counsel: Yes

Approved by: Jason Pierman, Acting Community Manager



Requested Action by BOT

Approve Shaw Medical Group LLC. lease to be in default.

Background and Summary Information

On May 26, 2020, the BOT voted to enter into a 5-year lease agreement with Shaw Medical Group, LLC (SMG) to lease Building 1, Unit #3, and part of Unit #4 beginning August 1, 2020.

On June 22, 2021, the BOT authorized a 4-year lease by SMG on the Old Veterans Service Office, Building 1, Unit #6.

On August 24, 2021, the BOT authorized SMG to "trade spaces" with the CVO such that Shaw Medical Group would lease units #3, #4, and #5 in Building #1 and the CVO would occupy unit #6.

On February 22, 2022, BBRD and SMG signed the first amendment to the lease agreement for the use of units #3, #4 and #5.

On May 1, 2022, SMG's billing was increased for the additional space to which it had previously agreed.

On May 13, 2022, SMG verbally notified staff of no longer needing units 4 and 5. Additionally, Shaw Medical Group stated that they will only need unit #3 and the other part of unit #4 for the next few months. Shaw Medical Group made a partial payment of rent equal to April's rent for unit #3 and part of #4.

Staff recommends the BOT approve the contract with Shaw Medical Group LLC to be in default, direct staff to make units ready for rent, start a search for a listing agent and give direction as to legal action if any.

LEASE AGREEMENT

THIS LEASE AGREEMENT is made and entered into this 18th day of July, 2020 by and between BAREFOOT BAY RECREATION DISTRICT, a mobile home park recreation district organized and existing under the provisions of Section 418.30, et seq., Florida Statutes and Brevard County Ordinance No. 84-05, 625 Barefoot Blvd., Barefoot Bay, FL 32976 (hereinafter referred to as "Lessor") and SHAW MEDICAL GROUP, LLC, 8000 Ron Beatty Blvd., Suite B-5, Micco, FL 32976 (hereinafter referred to as "Lessee").

WITNESSETH:

That Lessor, for and in consideration of the rents hereinafter to be paid by Lessee and the covenants herein to be made and kept by Lessee, hereby demises and leases unto Lessee that certain premises located in Brevard County, Florida, to wit:

Bldg. 1, Suite 3 located at:
935 Barefoot Blvd.,
Barefoot Bay, FL 32976

1. **Term.**

(a) The initial term of this Lease shall be for a period of five (5) years commencing on August 1, 2020 which shall be deemed to be "Commencement Date" of this Lease, regardless of the date on which rental payments first become due pursuant to Paragraph 2 of this Lease Agreement and ending on July 31, 2025.

(b) Provided that the Lessee is not in default of any provisions of this Lease Agreement, within sixty (60) days of the expiration of the initial term (or any renewal term), unless such time period is waived by Lessor, Lessee and Lessor may agree to renew or extend said Lease for three (3), five (5) year renewal term periods upon the same terms, covenants and conditions as set forth herein, except as to the payment of rent as provided in Paragraph 2.

2. **Rent.**

(a) Tenant shall not be required to make monthly rental payments for the first two (2) months of this Lease Agreement beginning on the Commencement Date of August 1, 2020. Thereafter, monthly rental payments shall begin on October 1, 2020. The base rent payable by Lessee to Lessor during the first year of this Lease Agreement (from August 1, 2020 to July 31, 2021) is \$760.83 per month. At the time monthly rental payments are made, Lessee agrees to pay to Lessor all applicable Florida and local sales and use taxes that arise because of payment of rent, Common Area Maintenance (CAM) charges, and property tax to Lessor. Furthermore, Lessee also agrees to pay, at the time rental payments are made their proportionate share of ad-valorem and non-ad valorem property taxes for the shopping center, which will be adjusted to actual at each year end. The estimated proportionate share of property taxes at the start of the lease is \$102.71 per month. The Lessee also agrees to pay, at the time rental payments are made their proportionate share of CAM charges in the amount of \$123.26 per month. Said CAM


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charges may be increased from time to time pursuant to Paragraph 9(b) of this Agreement. Commencing from the Rental Payment Start date of this Agreement, Lessee agrees to pay to the Lessor throughout the term of this Lease its proportionate share of all property taxes which may be levied against the property by any taxing authority including all applicable assessments, without any allowance for any discount. Sales tax on the amounts stated herein at the commencement of this Lease Agreement is anticipated to be: **\$64.14**. Total monthly payment due from Lessee to Lessor at the commencement of this Lease Agreement is estimated to be: **\$1050.94**.

Each monthly installment of rent, real estate taxes, CAM charges, and sales taxes shall be due and payable in advance or on the first day of each and every month during the term of the Lease without deduction, offset, prior notice or demand. If any of said payments are not received within five (5) days of the date due, Lessee shall pay Lessor a Twenty-Five and 00/100 Dollars, (\$25.00), late fee. If the lease term commences on a date that is not the first day of the month, or if the lease termination date is not the last day of the month, a prorated monthly installment shall be paid at the then current rate for the fractional month during which the Lease commences and/or terminates.

(b) All rental installments, together with any other payments required to be made by Lessee to Lessor hereunder, shall be payable with United States currency at the office of Lessor located at 625 Barefoot Boulevard, Barefoot Bay, Florida, 32976 or at such other location as may be hereafter specified by Lessor to Lessee.


(c) The base rent provided for in Paragraph 2(a) shall remain fixed during the first year of this Lease Agreement. Thereafter, beginning on August 1, 2021, and occurring annually on August 1 of each successive year of the initial term and each successive year of any renewal period, the total amount of annual base rent provided for in Paragraph 2(a) shall be increased each and every year by two percent (2.0%).

3. **Past Due Rent.** All past due rent, including any other payment required to be made by Lessee to Lessor, and any other amount which Lessor has advanced in order to cure Lessee's default hereunder, shall bear interest at the rate of eighteen percent (18%) per annum from the date due, or that date of payment, as the case may be, until repaid. Any amounts advanced by Lessor pursuant to the terms and provisions of this Lease, shall be repaid to Lessor by Lessee within ten (10) days after written demand therefore.

4. **Security for Payment of Rents.** Lessee hereby pledges with and assigns unto Lessor all of the furniture, fixtures, goods and chattels of said Lessee which may be brought or put on the leased premises, and which are presently on said premises, as security for the payment of the rents herein reserved, and agrees that Lessor's lien for the payment of said rent may be enforced by distress, foreclosure or otherwise at the option of Lessor.

5. **Security Deposit; Key Deposit:**

(a) Concurrently with Lessee's execution of this Lease, Lessee shall deposit with Lessor the sum of **\$1,973.60**. Said sum shall be held by Lessor as a security deposit for the


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faithful performance by Lessee of all of the terms, covenants and conditions of this Lease to be kept and performed by Lessee during the term hereof. If Lessee defaults with respect to any provision of this Lease, including but not limited to, the provision relating to the payment of rent and any of the monetary sums due herewith, Lessor may (but shall not be required to) use, apply or retain all or any part of this security deposit for the payment of any amount which Lessor may spend by reason of Lessee's default or to compensate Lessor for any other loss or damage which Lessor may suffer by reason of Lessee's default. If any portion of said deposit is so used or applied, Lessee shall, within ten (10) days after written demand therefore, deposit cash with Lessor in an amount sufficient to restore the security deposit to its original amount; Lessee's failure to do so shall be a material breach of this Lease. Lessor shall not be required to keep the security deposit separate from Lessor's general funds, and Lessee shall not be entitled to interest on such deposit.

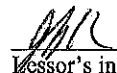
(b) If Lessee shall fully and faithfully perform every provision of this Lease to be performed by Lessee, the security deposit or any balance thereof shall be returned to Lessee (or, at Lessor's option, to the last assignee of Lessee's interest hereunder) at the expiration of the lease term and after Lessee has vacated the leased premises. In the event of termination of Lessor's interest in this Lease, Lessor shall transfer said deposit to Lessor's successor-in-interest whereupon Lessee agrees to release Lessor from liability from the return of such deposit or the account therefore.

(c) In addition to the security deposit required as provided herein above, Lessee shall deposit with Lessor the sum of Twenty-Five and 00/100 Dollars (\$25.00) for each key to the leased premises provided to Lessee by Lessor. If Lessee at any time requires a replacement key or fails to return all keys to the leased premises to Lessor upon termination of this Lease, Lessor may retain the applicable key deposit to compensate Lessor for all costs incurred in replacing the lost or unreturned key(s). Upon termination of this Lease and Lessee's return of the key(s) to the leased premises to Lessor, Lessee shall be entitled to the return of the applicable key deposit.

6. Taxes.

(a) During the term hereof, Lessee shall, pay prior to delinquency, all taxes assessed against and levied upon fixtures, furnishings, equipment and all other personal property of Lessee contained in the leased premises, and when possible, Lessee shall cause said fixtures, furnishings, equipment and other personal property to be assessed and billed separately from the real property of Lessor. In the event any or all of Lessee's fixtures, furnishings, equipment and other personal property shall be assessed and taxed with Lessor's real property, Lessee shall pay to Lessor in share of such taxes within ten (10) days after delivery to Lessee by Lessor of a statement in writing setting forth the amount of such taxes applicable to Lessee's property. For the purpose of determining said amount, figures supplied by the Brevard County Property Appraiser as to the amount so assessed shall be conclusive. Lessee shall comply with the provisions of any law, ordinance or rule of taxing authorities which requires Lessee to file a report of Lessee's property located in the leased premises.


(b) Lessor shall also pay or cause to be paid, prior to delinquency, all real estate taxes and assessments levied or charged against the leased premises.



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7. **Alterations and Additions.** Lessee shall not make or allow to be made any alterations or physical additions or improvements in or to the leased premises without first obtaining the written consent of Lessor. Unless otherwise agreed to in writing, any alterations, physical additions or improvements to the leased premises made by Lessee shall at once become the property of Lessor and shall be surrendered to Lessor upon the termination of this Lease; provided, however, this clause shall not apply to movable equipment or furniture owned by Lessee which may be removed by Lessee at the end of the term of this lease if Lessee is not then in default and if such equipment and furniture is not then subject to any other rights, liens and interests of Lessor. If required by Lessor, such alterations, additions or improvements shall be removed by Lessee upon the expiration or sooner termination of the term of this Lease and Lessee shall repair damage to the premises caused by such removal, all at Lessee's cost and expense. Lessee shall submit to Lessor plans and specifications for all alterations, demolitions, and additions at the time Lessor's consent is sought. Specifically, Lessee shall provide Lessor plans for all work planned to modify electrical, HVAC, plumbing and/or structural changes (excluding non-load bearing walls), a minimum of ten (10) business days prior to commencement of work so Lessor's engineers can review such plans for compliance with any applicable building and life safety codes. Lessee agrees that Lessor shall have the right to inspect any work after completion. Lessee is solely responsible for applying for, paying for, and obtaining any and all applicable permits required for any planned alteration, demolition, or addition to the leased premises. Lessee shall only modify non load-bearing walls. Bathroom modifications shall be minor unless otherwise approved by Lessor in advance. Lessee shall be responsible for any enforcement action brought by any applicable permitting agency for failure to obtain required permitting prior to performing any alteration, demolition, or addition.

8. **Maintenance and Repair.** Lessor agrees to repair and maintain in good condition the roof, roof drains, sewers, outside walls, foundations and structural portions of the leased premises. Lessor specifically agrees to: 1. Remove accessory items left (including but not limited to capping of pipes where applicable) behind by former tenant; 2. Remove existing flooring prior to the Commencement Date of Lease; 3. Remove all plumbing fixtures and piping installed by the prior tenant (sections of walls removed to facilitate this work shall be patched by Lessor, but not painted); and 4. Install new ceiling tiles and vents where missing, damaged, or excessively aged after buildout by Lessee. Other than as specifically provided herein, Lessee shall be responsible for all other repairs and maintenance necessary including, but not limited to, work on the storefront, show windows, windows, door locks and hardware, window glass, interior decoration and painting, plumbing, heating, air conditioning and electrical facilities. Lessee shall enter into a bi-annual maintenance contract of the HVAC unit, and shall provide a copy of the contract and proof of annual service to the Lessor. Failure to do so will result in the Lessee responsibility for replacement of the air-conditioning unit. Lessee shall do all things necessary to keep the leased premises (except the roof, roof drains, sewers, outside walls, foundations and structural portions of the leased premises, which shall be maintained by Lessor), including the sidewalks and area adjacent to the leased premises, in a clean, neat and sanitary manner and in compliance with all laws, ordinances, rules and regulations of any public authority and in compliance with such rules and regulations that may be adopted from time to time by the Lessor that are applicable to all tenants in the Shopping Center of which the leased premises is


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apart. Lessee shall also be solely responsible for all repairs required as a result of the negligent or intentional acts or omissions of Lessee or Lessee's guests or invitees.


9. **Services.**

(a) Lessee shall during the term hereof pay prior to delinquency all charges for all electrical, water, sewer, garbage and telephone service to the leased premises and shall hold Lessor harmless from any liability there from.


(b) Lessor shall provide for maintenance and repair of parking and common areas of the Shopping Center. Except as specifically provided for herein, Lessor shall not be obligated to provide any services to Lessee. In addition, Landlord does not warrant that any such services provided to Lessee will be free from interruption due to causes beyond Lessor's control. In the event of an interruption of such services or delay in the restoration of such services, the same shall not be deemed an eviction or disturbance of Lessee's use and possession of the leased premises or rendered Lessor liable to Lessee for damages by abatement of rent or otherwise, nor shall the same relieve Lessee from performance of Lessee's obligations under this Lease.

Lessee shall pay Lessor its proportionate share of the cost of repair and maintenance expenses of the parking and common areas of the Shopping Center, including, but not limited to cleaning, common area utilities and repairs, maintenance, and replacement of sidewalks, landscaping, roofs, and painting and hurricane protection. Said proportionate share shall be based on the square footage of building which is occupied when repairs are made. At the start of the lease, in order to ensure that the parking area and common areas are properly maintained, Lessee shall pay Lessor \$123.26 a month, in advance, along with the proportionate property tax and required rental payments. In the event that the monthly CAM payment does not satisfy the cost of said maintenance, Lessee shall pay Lessor his proportionate share of excess within ten (10) days of receipt of the statement which evidences such excess payment. If Lessee fails to make said payment within ten (10) days of receipt of said statement, Lessee shall pay Lessor a One Hundred Dollar (\$100.00) late fee for every month said payment is not made. In the event Lessee does not pay said common area maintenance expense for two consecutive months, Lessor, at its option, may terminate said lease and take all remedies permitted by Paragraph 21 herein.

10. **Parking.** No part of any parking area adjoining the leased premises is leased hereunder. Lessor agrees that a parking areas shall be available to and used by, customers of Lessee along with customers of other tenants of other portions of the building of which the leased premises form a part, and subtenants and concessionaires thereof. Said parking area shall not be used by Lessee, subtenant, or concessionaire, except with the written consent of Lessor, in which event said Lessee, subtenant, concessionaire or employee shall park their automobiles in such place or places as shall be designated by Lessor. Lessor shall have the right to at any time, and from time to time, to establish rules and regulations for the operation of said parking area. Lessee further agrees that upon written notice from Lessor, Lessee shall provide Lessor a list of the automobile license number assigned to Lessee's car and all employees or agents.


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Lessee's Initial

11. **Use.**

(a) The leased premises shall be used and occupied by Lessee as medical care and treatment facility and for no other purpose without the prior written consent of Lessor.

(b) **Suitability.** Lessee acknowledges that neither Lessor nor any agent of Lessor has made any representation or warranty with respect to the leased premises or with respect to the suitability of the leased premises for the conduct of Lessee's business, nor has Lessor agreed to undertake any modification, alteration or improvement to the leased premises except as provided in this Lease. The taking of possession of the leased premises by Lessee shall conclusively establish that the leased premises were at such time in satisfactory condition.

(c) **Lessee's Acceptance.** Lessee accepts the leased premises in the condition they are in on the date this Lease commences or Lessor grants occupancy, which ever occurs first. Lessee hereby acknowledges that it has received the leased premises in a thoroughly good and tenantable order, safe condition and repair of which the execution of this Lease, and Lessee's taking of possession hereunder shall be conclusive evidence.

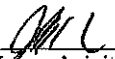
(d) **Zoning and Occupational License.** Lessee shall be solely responsible to determine that the purpose for which he intends to use the leased premises is allowed under the current zoning and occupational license rules and regulations. Lessor makes no representations as to the permissible uses under the applicable zoning and occupational license rules and regulations.


(e) **Uses Prohibited.** Lessee hereby agrees that:

(i) Lessee shall not do or permit anything to be done in or about the leased premises nor bring to keep anything therein which will in any way increase the existing rate or affect any fire or other insurance upon the leased premises or the real property of which the premises are a part or of any of its contents (unless Lessee shall pay any increased premium as a result of such use or acts), or cause a cancellation of any insurance policy covering said premises or real property or any part thereof or any of its contents, nor shall Lessee sell or permit to be sold in or about said premises any articles which may be prohibited by a standard form policy of fire insurance.

(ii) Lessee shall not do or permit anything to be done in or about the leased premises which will in any way obstruct or interfere with the rights of other tenants or occupants of adjacent property or injure or annoy them or use or allow the leased premises to be used for any unlawful or objectionable purpose, nor shall Lessee cause, maintain or permit any nuisance in, on or about the leased premises.

(iii) Lessee shall not use the leased premises to permit anything to be done in or about the leased premises which will in any way conflict with any law, statute, ordinance or governmental rule or regulation or requirement of duly constituted public authorities now in force or which may hereafter be enacted or promulgated.


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Lessee's Initial

(iv) Lessee shall not leave the leased premises unoccupied or vacant. Throughout the term of this lease, the Lessee shall conduct and carry on in the leased premises the type of business for which the leased premises are leased.

(v) Lessee is prohibited from conducting business from 10:00 p.m to 5:00 a.m., unless the Lessor consents in writing. Twenty-four hour operations are strictly prohibited.

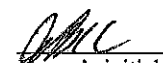
12. **Insurance.**

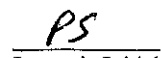
(a) **Public Liability.** Lessee shall, at Lessee's sole cost and expense, but for the mutual benefit of Lessor and Lessee, maintain throughout the term of this Lease general public liability insurance against claims for personal injury, death or property damage occurring in, or about the leased premises, and in, on, or about the sidewalks directly adjacent to the leased premises and such other areas as Lessee, Lessee's officers, agents, employees, contractors and invitees shall have the right to use pursuant to this Lease. Such insurance shall have a minimum coverage of \$500,000.00 for single occurrence and \$1,000,000.00 for more than one occurrence.

(b) **Fire and Extended Coverage.** Lessor shall take out and keep in force during the term of this Lease, at Lessor's expense, fire and extended coverage insurance on the building within which the leased premises are located, exclusive of Lessee's fixtures, personal property and equipment, in an amount determined by Lessor.

(c) **Miscellaneous.** The insurance policy or policies required hereunder of Lessee shall be written in companies licensed to do business in Florida, selected by Lessee, subject to the approval of such companies by Lessor. Lessee shall, prior to opening for business in the leased premises, furnish from the insurance companies: certificates of coverage evidencing the existence and amounts of such insurance. All such policies of insurance shall be issued in the name of Lessor and Lessee and for the mutual and joint benefit and protection of the parties hereto, but in no event shall such policies limit Lessee's liability. All such policies shall be primary, not contributory with and not in excess of the coverage which Lessor may carry. All such policies shall contain a clause or endorsement to the effect that they may not be terminated or materially amended except after fifteen (15) days written notice thereof to Lessor. Lessee shall have the right to provide such coverage pursuant to blanket policies obtained by Lessee provided such blanket policies expressly afford the coverage required by this Lease. The failure of Lessee to obtain the insurance policy or policies required hereunder shall constitute a default under the terms of this Lease. If Lessee does not take out such insurance or keep the same in full force and effect, Lessor may, but shall be under no duty to, acquire the necessary insurance and pay the premium therefore and Lessee shall repay to Lessor the amounts so paid promptly after demand. Lessor's purchasing of said insurance shall not affect Lessor's remedies for Lessee's default.

(d) **Non-Waiver of Sovereign Immunity.** Regardless of the level or type of coverage obtained for the benefit of Lessor as described herein, Lessor does not intend that any provision of this Agreement shall in any way constitute a waiver of any defense or limit of sovereign immunity to which Lessor may be entitled pursuant to Section 768.28, F.S., or as otherwise provided by law.


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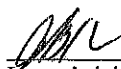
13. **Assignment.** Lessee covenants and agrees not to assign, transfer, mortgage, pledge or hypothecate the leasehold or to sublet the leased premises or any part thereof without the prior written consent of Lessor, which consent may be withheld in Lessor's sole discretion. Any transfer of this Lease from Lessee by merger, consolidation or liquidation shall constitute an assignment for the purposes of this Lease. No consent by Lessor to any assignment or subletting by Lessee shall relieve Lessee of any obligation to be performed by Lessee under this Lease, whether occurring before or after such consent, assignment or subletting.


14. **Indemnification.** Lessee shall indemnify, defend and save harmless said Lessor from and against any and all claims, suits, actions, damages or causes of action arising during the term of this Lease for any personal injury, loss of life, or damage to property sustained in or about the leased premises by reason or as a result of Lessee's occupancy thereof and from and against any orders, judgments or decrees which may be entered thereon and from and against all costs, attorney's fees, expenses and liabilities incurred in and about the defense of any such claim or in the investigation thereof.

15. **Subordination.** It is agreed by Lessee that this Lease shall be subject and subordinate to any mortgage, deed of trust, or other liens now on the premises or which may hereafter be made on account of any proposed loan to be placed on said premises by Lessor to the full extent of all debts and charges secured thereby; and to any renewals, extensions and modifications of all or any part thereof which Lessor may hereafter, at any time, elect to place on said premises, and Lessee agrees upon request to hereafter execute any paper or papers which counsel for Lessor may deem necessary to accomplish that end. That in default of Lessee's doing so, Lessor is hereby empowered to execute such paper or papers, in the name of Lessee, and as the act and deed of said Lessee, and this authority is declared to be coupled with an interest and not revocable.

16. **Liens.** Lessee shall keep the leased premises, and the property in which the leased premises are located, free from any liens arising out of any work performed, materials furnished or any obligations incurred by Lessee, it being expressly acknowledged that the leasehold interest hereby leased shall not be subject to any such liens.

17. **Entry By Lessor.** Lessor reserves and shall at any and all times have the right to enter the leased premises to inspect the same, to submit said premises to prospective purchasers or Lessees, to post notices of non-responsibility and "For Lease" signs and to alter, improve or repair the leased premises and any portion of the building without abatement of rent and may for that purpose erect scaffolding and other necessary structures where reasonably required by the character of work to be performed, always providing that the business of Lessee shall not be interfered with unreasonably. Lessee hereby waives any claim for damages for any injury or inconvenience to or interference with Lessee's business, any loss of occupancy or quiet enjoyment of the leased premises, and any other loss occasioned thereby. For each of the aforesaid purposes, Lessor shall at all times have and retain a key with which to unlock all of the doors in, upon and about the leased premises, excluding Lessee's vaults and safes, and Lessor shall have the right to use any and all means which Lessor May deem proper to open doors in an emergency, in order to obtain entry to the leased premises, and any entry to the leased premises


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obtained by Lessor by any of said means or otherwise, shall not under any circumstances be construed or deemed to be a forcible or unlawful entry into, or a detainer of, the leased premises or an eviction of Lessee from the leased premises or any portion thereof.

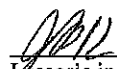
18. **Casualty Damage.** In the event the leased premises are destroyed or so damaged by fire or other casualty during the term of this Lease so that they become untenable, then Lessor shall have the right to render said premises tenantable by making the necessary repairs within ninety (90) days after the date of written notification by Lessee to Lessor of the destruction or damage and if said premises are not rendered tenable within said time, it shall be optional with either party to cancel this Lease and, in the event of such cancellation, the rent shall be paid only to the date of such written notification of the fire or casualty. If the leased premises should only be partially damaged by fire or other casualty and Lessor chooses to repair said premises and the damage or destruction was not caused or contributed to by act or negligence of the Lessee, its agents, employees, invitees or those for whom the Lessee is responsible, the rent payable under this lease during the period for which part of the premises is uninhabitable shall be adjusted downward, proportionate with the share of the total space which is uninhabitable.


19. **Condemnation:**

(a) If the whole of the leased premises or such portion thereof as will made the leased premises unsuitable for the purpose herein leased is condemned for any public use or purpose by any legally constituted authority, then in either of such events, the Lease shall terminate as of the date when possession is taken by such public authority and rental shall be payable by Lessee only to such date.

(b) If any part of the leased premises shall be condemned and taken without causing a termination pursuant to the above paragraph, then Lessor at its option shall have the right to either terminate the Lease upon written notice within sixty (60) days after said taking, or to continue the term of the said Lease, in which event the rental shall be equitably reduced in proportion to the space so taken (but not for parking space so taken), and Lessor shall, at its own cost and expense, restore the remaining portion of the leased premises to the extent necessary to render it reasonably suitable for the purposes for which it was leased, and make all repairs to the building in which the premises are relocated to the extent necessary to constitute the building a complete architectural unit.

(c) All compensation awarded or paid upon such a total or partial taking of the leased premises shall belong to and be the property of Lessor without any participation by Lessee, and Lessee hereby assigns to Lessor any award made to Lessee, provided, however, that nothing contained herein shall be construed to preclude Lessee from prosecuting any claim directly against the condemning authority in such condemnation proceedings for loss of business, or depreciation to, damage to, or costs of removal of, or for the value of, stock, trade, fixtures, furniture, and other personal property belonging to Lessee, provided that no such claim shall diminish or otherwise adversely affect Lessor's aware.


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20. **Default.** Each of the following events shall be a default hereunder by Lessee and a breach of this Lease:

(a) If Lessee shall fail to pay to Lessor any rent or sales or use tax thereon, or any other payment required to be made by Lessee, as and when the same shall become due and payable and such failure to pay shall continue for ten (10) days after the same became due and payable;

(b) If Lessee or any successor or assignee of Lessee, while in possession, shall file a petition in bankruptcy or insolvency or for reorganization or arrangement under the Bankruptcy Act of any State, or shall voluntarily take advantage of any such law or act by answer or otherwise, or shall take an assignment for the benefit of creditors, or, if Lessee be a corporation, shall be dissolved, voluntarily or involuntarily;

(c) If involuntary proceedings under any such bankruptcy law or insolvency act, or for the dissolution of a corporation shall be instituted against Lessee or such successors or assignee, or if a receiver or trustee shall be appointed of all or substantially all of the property of Lessee or such successor or assignee;

(d) If Lessee shall fail to perform or breach any of the conditions on Lessee's part to be performed and if such nonperformance or breach shall continue for a period of ten (10) days after notice thereof by Lessor to Lessee, or if such performance cannot be reasonably had within such ten (10) day period and Lessee shall not in good faith have commenced such performance within such ten (10) day period and shall not diligently proceed therewith to completion;

(e) If Lessee shall vacate or abandon the leased premises for a period of ten (10) days or more;

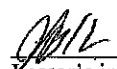
(f) If this Lease or the interest of Lessee hereunder shall be transferred or assigned in a manner other than herein permitted;


(g) If Lessee fails to take possession of the leased premises on the term commencement date or within seven (7) days after notice that the leased premises are available for occupancy, if the term commencement date is not fixed herein, and if such occupancy date shall not be deferred in writing by Lessor; or

(h) If Lessee fails to pay the monthly common area maintenance fee for two consecutive months.

21. **Lessor's Default Options.** In the event of the occurrence of any default specified hereunder, Lessor may, at any time thereafter, without limiting Lessor in the exercise of any right or remedy at law or in equity which Lessor may have by reason of such default or breach:

(a) Terminate this Lease, resume possession of the leased premises for its own account, and recover immediately from Lessee the entire rent for the balance of the lease term.


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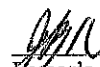

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
(b) Resume possession and re-lease or rent the leased premises for the remainder of the term for the account of Lessee, and recover from Lessee, at the end of the term or at the time each payment of rent comes due under this Lease or Lessor may choose, the difference between the rent specified in the Lease and the rent received on the re-leasing or renting.

(c) In any event, the parties agree that the Lessor shall be entitled to recover all expenses incurred by reason of any breach, including, but not limited to, the entitlement to recover reasonable attorney's fees and court costs in any action for eviction and/or for damages of any kind associated with the breach, including, but not limited to, costs of re-renting and making required alterations to the leased premises.

22. **Condition of Leased Premises upon Termination or Expiration:** Lessee shall, upon the expiration or termination of this lease, quit and surrender the leased premises, broom clean, in good condition and repair, reasonable wear and tear excepted, together with all keys and combinations to locks, safes and vaults and improvements, alterations, additions, fixtures, and equipment at any time made or installed in, upon or to the interior or exterior of the leased premises (except personal property and other unattached movable trade fixtures put in at Lessee's expense), all of which shall be the property of the Lessor without any claim by Lessee therefore, but the surrender of such property to Lessor shall not be deemed to be a payment of rent or in lieu of any rent reserved hereunder. Before surrendering the demised premises, Lessee shall remove all Lessee's said personal property and unattached movable trade fixtures and, at Lessor's option, Lessee shall also remove any improvements, alterations, additions, fixtures, equipment and decorations at any time made or installed by Lessee in, upon or to the interior or exterior of the leased premises, and Lessee further agrees to repair any damage caused thereby. If Lessee fails to remove any of Lessee's personal property and trade fixtures, said property shall, at the option of the Lessor, either be deemed abandoned and become the exclusive property of Lessor, or Lessor shall have the right to remove and store said property, at the expense of the Lessee, without further notice to or demand upon Lessee and hold Lessee responsible for any and all charges and expenses incurred by Lessor therefore. If leased premises are not surrendered as and when aforesaid, Lessee shall indemnify Lessor against all loss or liability resulting from the delay by Lessee in so surrendering the same, including without limitation, any claims made by any succeeding occupant founded on such delay. Lessee's obligation under this provision shall survive the expiration or sooner termination of this lease.

23. **Signs.** Lessee shall have the right to erect one sign of the front of the leased premises. Lessee shall obtain Lessor's written consent prior to the erection or painting of any sign at the leased premises, which consent may be withheld in Lessor's sole discretion. Lessors discretion shall be based on the size, nature, exact location, design, style, wording thereof and illumination of the proposed sign. Lessor reserves the right to use the exterior wall and roof of the leased premises, except as otherwise provided herein. Lessee shall not inscribe, paint or affix any signs, lights, advertisements, notices, placards, marquees or awnings on the exterior of the leased premises, including but not limited to the windows, doors, stairs, hallways or vestibules, without first receiving the written consent of the Lessor. No overhanging roof or projecting sign, placard, marquee or other advertisement and no paper or cardboard signs on doors or exterior of the leased premises, and no sidewalk racks or other display or vending machines shall be permitted. Lessee may place signage in the front window of the leased premises, so long as such


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signage does not exceed 50% of the total window space. Lessee shall, upon receiving a written request from the Lessor, remove any notice, sign, light, advertisement, placard, marquee, awning, sidewalk rack or other display or vending machine which Lessee has placed or permitted to be placed in, on or about the leased premises which, in the opinion of the Lessor, is objectionable, offensive or not in good taste, and if the tenant shall fail to do so, Lessor may re-enter the leased premises and remove same at expense of Lessee.

24. **Inability to Perform.** If parties hereto are delayed or prevented from performing any of its obligations under this Lease by reason of strikes, lock-outs, labor troubles, inability to produce materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, war, pandemics, or other reason of like nature which is not the fault of the party delayed in performing the work or doing the acts required under the terms of this lease, then performance of such act shall be executed for the period of such delay or such prevention and the period for performance of such act shall be excused for the period of such delay or such prevention and the period for performance of said act shall be deemed added to the time herein provided for the performance of any such obligation.

25. **Estoppel Certificate:**

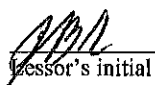
(a) Lessee shall at any time upon not less than ten (10) days prior written notice from Lessor execute, acknowledge and deliver to Lessor a statement in writing (i) certifying that this Lease is modified and in full force and effect (or, if modified, stating the nature of such modification and certifying that this Lease, as so modified, is in full force and effect) and the date to which the rent and other charges are paid in advance, if any, and (ii) acknowledging that there are not, to Lessee's knowledge, any uncured defaults on the part of Lessor hereunder, or specifying such defaults if any are claimed. Any such statement may be conclusively relied upon by any prospective purchaser or encumbrance of the leased premises.

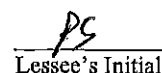
(b) Lessee's failure to deliver to deliver such statement within such time shall be conclusive upon Lessee (i) that this Lease is in full force and effect, without modification except as may be represented by Lessor, (ii) that there are no uncured defaults in Lessor's performance, and (iii) that not more than one month's rent has been paid in advance.

26. **Transfer of Lessor's Interest:** In the event of a sale or conveyance by Lessor of Lessor's interest in the leased premises or in any building of which the leased premises may be a part other than a transfer for security purposes only, Lessor shall be relieved from, after the date specified in any such notice of transfer, all obligations and liabilities accruing thereafter on the part of Lessor, provided that any funds in the hands of Lessor at the time of transfer in which Lessee has an interest shall be delivered to the successor of Lessor. This Lease shall not be affected by any such sale and Lessee agrees to attorn to the purchaser or assignee.

27. **Captions; Attachments; Defined Terms:**

(a) The captions of the sections of this Lease are for convenience only and shall not be deemed to be relevant in resolving any question of interpretation or construction of any section of this Lease.


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(b) Exhibits attached hereto, and addendums and schedules initialed by the parties, are deemed by attachment to constitute part of this Lease and are incorporated herein.

(c) The words "Lessor" and "Lessee," as used herein, shall include the plural as well as the singular. Words used in neuter gender include the masculine and feminine and words in the masculine or feminine gender include the neuter. If there be more than one Lessor or Lessee, the obligations hereunder imposed upon Lessor or Lessee shall be joint and several; as to a Lessee which consists of husband and wife, the obligations shall extend individually to their sole and separate property as well as community and joint property. The term "Lessor" shall mean only the owner or owners at the time in question of the fee title or a Lessee's interest in a ground lease of the leased premises. The obligations contained in this Lease to be performed by Lessor shall be binding on Lessor's successors and assigns only during their respective periods of ownership.


28. **Entire Agreement:** This instrument, along with any exhibits and attachments hereto, constitutes the entire agreement between Lessor and Lessee relative to the leased premises and this Agreement and the exhibits and attachments may be altered, amended or revoked only by an instrument in writing signed by both Lessor and Lessee. Lessor and Lessee hereby agree that all prior or contemporaneous oral agreements between and among themselves and their agents or representatives relative to the leasing of the leased premises are merged in or revoked by this Agreement.


29. **Severability:** If any term or provision of this Lease shall, to any extent, be determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Lease shall not be affected thereby, and each term and provision of this Lease shall be valid and be enforceable to the fullest extent permitted by law.

30. **Cost of Suit:**

(a) If Lessee or Lessor shall bring any action for any relief against the other, declaratory or otherwise, arising out of this Lease, including any suit by Lessor for the recovery of rent or possession of the leased premises, the losing party shall pay the successful party a reasonable sum for attorney's fees and costs which shall be deemed to have accrued on the commencement of such action and shall be paid whether or not such action is prosecuted to judgment.

(b) Should Lessor, without fault on Lessor's part, be made a party to any litigation instituted by Lessee or by any third party against Lessee, or by or against any person holding under or using the leased premises by license of Lessee, or for the foreclosure of any lien for labor or material furnished to or for Lessee or any such other person or otherwise arising out of or resulting from any act or transaction of Lessee or of any such person, Lessee covenants to save and hold Lessor harmless from any judgment rendered against Lessor or the leased premises or any part thereof, and all costs and expenses, including reasonable attorney's fees, incurred by Lessor in or in connection with such litigation.


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31. **Time; Joint and Several Liability:** Time is of the essence of this Lease and each and every provision hereof, except as to the conditions relating to the delivery of possession of the leased premises to Lessee. All the terms, covenants and conditions contained in this Lease to be performed by either party, if such party shall consist of more than one person or organization, shall be deemed to be joint and several, and all rights and remedies of the parties shall be cumulative and nonexclusive of any other remedy at law or in equity.

32. **Binding Effect; Choice of Law:** Subject to any provisions hereof restricting assignment or subletting by Lessee and subject to Section 13, all of the provisions hereof shall bind and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns. This Lease shall be governed by the laws of the State of Florida and venue shall be in Brevard County, Florida.


33. **Waiver:** No covenant, term or condition or the breach thereof shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or condition shall not be deemed to be a waiver of any proceeding or succeeding breach of the same or any other covenant, term or condition. Acceptance by Lessor of any performance by Lessee after the time the same shall have become due shall not constitute a waiver by Lessor of the breach or default of any covenant, term or condition unless otherwise expressly agreed to by Lessor in writing.

34. **Surrender of Premises:** The voluntary or other surrender of this Lease by Lessee, or a mutual cancellation thereof, shall not work as merger, and shall, at the option of Lessor, terminate all or any existing subleases or subtenancies, or may, at the option of Lessor, operate as an assignment to Lessor of any or all such subleases or subtenancies.

35. **Holding Over:** If Lessee remains in possession of the leased premises after the Lease expires or terminates for any reason and without the execution of a new Lease, Lessee will be deemed to be occupying the leased premises as a Lessee from month to month at the sufferance of Lessor. Lessee will be subject to all of the provisions of this Lease, except that the fixed rent will be at a monthly rate equal to twice the amount of a single monthly installment of fixed rent at the rate in effect for the last month of the term of this Lease. Additionally, Lessee shall also be responsible for any and all other consequential and actual damages incurred by Lessor for Lessee's failure to surrender the premises as required. The provision does not give Lessee any right to hold over at the expiration of the term of this Lease, and shall not be deemed to be a renewal of the Lease term, either by operation of law or otherwise.

36. **Abandoned Property:** BY SIGNING THIS LEASE, LESSEE AGREES THAT UPON SURRENDER OR ABANDONMENT, AS DEFINED BY THE FLORIDA STATUTES, LESSOR SHALL NOT BE LIABLE OR RESPONSIBLE FOR STORAGE OR DISPOSITION OF LESSEE'S PERSONAL PROPERTY.

37. **Notice:** All correspondence, submittals and notices relating to or required under this Agreement shall be sent, in writing, to the Lessor and Lessee at the addresses stated in the introductory paragraph of this Lease Agreement; unless either party is notified, in writing, of a change in address.


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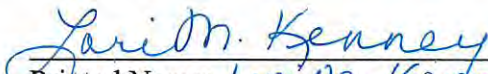


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38. **Construction of Lease:** The parties hereby acknowledge that they fully reviewed this Agreement, its attachments and had the opportunity to consult with legal counsel of their choice, and that this Lease Agreement shall not be construed against any party as if they were the drafter of this Lease Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

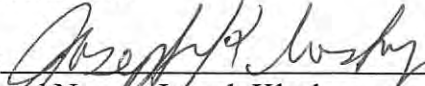
Signed, sealed and delivered
in the presence of:

Witness:


Printed Name: Lori M. Kenney

Printed Name: John W. Coffey


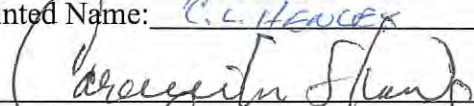
BAREFOOT BAY RECREATION
DISTRICT

AS LESSOR

By: 
Printed Name: Joseph Klosky
As its: Chairman
Date: 7/16/20


Signed, sealed and delivered
in the presence of:


Witness:



Printed Name: C. L. Henck

Printed Name: CARMELOITA SHAW

SHAW MEDICAL GROUP, LLC

AS LESSEE

By: 
Printed Name: Patrick N. Shaw, Manager
Date: 7/16/2020


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Barefoot Bay Recreation District

625 Barefoot Boulevard, Administration Building
Barefoot Bay, FL 32976-9233

Phone 772-664-3141

Fax 772-664-1928

Tentative Shopping Center Lease Agreement*


Unit: Old VA (Building 1, Unit 6)


Agreed upon terms.

- Lease starts on August 1, 2021
- Lessee shall only operate services related to medical care and treatment. Any other services will require amendment to the lease.
- Rent (including CAM, real estate tax and sales tax) starts on October 1, 2021
- 4-year lease term, with three 5 year term renewals (based on 60 days' notice from both parties)
- \$10/s.f. (based on 590 sq./ft. of space)
 - Security deposit due at signing of lease \$1,290.14 (two times sum of base rent, CAM and real estate taxes)
 - First year (annualized) costs:
 - Base Rent \$5,900.00, CAM \$1,014.80, Real Estate Tax \$826.00, and sales tax
 - At start of second year, annual 2.0% increase in rent. CAM and taxes to be adjusted annually.
 - Upon renewal of lease, annual 2.0% increase in rent will be in effect for each year of the lease.
- Lessee is responsible for obtaining all applicable permits for demo and buildout.
 - Lessee shall provide BBRD plans for all work to modify electrical, HVAC, plumbing and/or structural changes (excluding non-load bearing walls) a minimum of 10 business days prior to commencement of work. BBRD reserves the right to have engineers/licensed trades persons inspect any such work after completion.
- Lessee may erect signage that is in agreement with BBRD requirements. Signage in the window, door and/or façade are permitted with prior approval of BBRD.

Terms parties do not agree upon

- None


John W. Coffey, ICMA-CM
BBRD Community Manager


Patrick Shaw
Prospective Lessee


Date


Date

* Does not constitute a formal agreement to lease a unit on behalf of Barefoot Bay Recreation District. Signatories simply agree that the above stated terms represent an agreed upon set of terms to present to the BBRD Board of Trustees who have sole authority to award, deny or modify the terms contained herein.

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FIRST AMENDMENT TO LEASE AGREEMENT

THIS FIRST AMENDMENT TO LEASE AGREEMENT is made and entered into this 24th day of February, 2022, by and between BAREFOOT BAY RECREATION DISTRICT, 625 Barefoot Blvd., Barefoot Bay, FL 32976, a mobile home park recreation district organized and existing under the provisions of Section 418.30, et seq., Florida Statutes, and Brevard County Ordinance No. 84-05, (hereinafter referred to as the "Lessor") and SHAW MEDICAL GROUP, LLC, 800 Ron Beatty Blvd., Suite B-5 Micco, FL 32976 (hereinafter referred to as the "Lessee"). The Lessor and Lessee are sometimes herein collectively referred to as "Parties."

WITNESSETH:

WHEREAS, Lessor and Lessee are currently parties to that certain Lease Agreement with a Commencement Date of August 1, 2020, and ending on July 31, 2025, for the certain real property located in Brevard County, Florida, including any and all improvements, more specifically described as Building 1, Suite 3, located at 935 Barefoot Boulevard, Barefoot Bay, Florida 32976, (hereinafter referred to as the "Leased Premises"); and

WHEREAS, the Parties desire to amend the Lease Agreement to add certain real property to the Leased Premises as described in the Lease Agreement and to adjust rental payments due pursuant to the Lease Agreement accordingly; and

WHEREAS, the Board of Trustees authorized the addition of certain real property to the Leased Premises as described in the Lease Agreement on August 13, 2021;

NOW THEREFORE, in consideration of the mutual covenants and agreements herein set forth, the Parties agree and covenant as follows:

1. The parties acknowledge that the Recitals set forth above are true and correct and are hereby incorporated by reference into the body of this Agreement.
2. The Leased Premises as described in the Lease Agreement shall be amended to be:

Building 1, Suite 3, Suite 4, and Suite 5
935 Barefoot Blvd.
Barefoot Bay, FL 32976

3. Paragraph 2(a) of the Lease Agreement is hereby amended to read as follows:

(a) The base rent payable by Lessee to Lessor will increase beginning from May 1st, 2022 and is \$ 1,658.33 per month. At the time monthly rental payments are made, Lessee agrees to pay to Lessor all applicable Florida and local sales and use taxes that arise because of payment

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of rent, Common Area Maintenance (CAM) charges, and property tax to Lessor. Furthermore, Lessee also agrees to pay, at the time rental payments are made their proportionate share of ad-valorem and non-ad valorem property taxes for the shopping center, which will be adjusted to actual at each year end. The estimated proportionate share of property taxes at the start of the lease is \$ 232.17 per month. The Lessee also agrees to pay, at the time rental payments are made their proportionate share of CAM charges in the amount of \$ 285.23 per month. Said CAM charges may be increased from time to time pursuant to Paragraph 9(b) of this Agreement. Commencing from the Rental Payment Start date of this Agreement, Lessee agrees to pay to the Lessor throughout the term of this Lease its proportionate share of all property taxes which may be levied against the property by any taxing authority including all applicable assessments, without any allowance for any discount. Sales tax on the amounts stated herein at the commencement of this Lease Agreement is anticipated to be \$ 141.43 Total monthly payment due from Lessee to Lessor at the commencement of this Lease Agreement is estimated to be \$ 2,317.16.

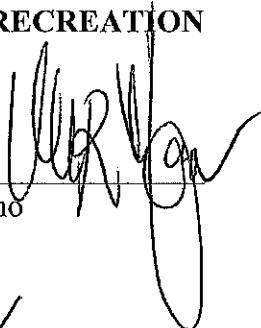
On August 1, 2022, the rental amounts provided for herein shall be subject to increase as provided for in paragraph 2(c) of the Lease Agreement.

4. Other than the amendments as provided for herein, the remaining provisions of the Lease Agreement shall remain unchanged, are unaffected by this amendment during the Effective Period, and shall continue to have full force and effect.

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(SIGNATURE PAGES TO FOLLOW)


IN WITNESS WHEREOF, the parties have executed this Agreement as of the dates indicated below:

**BAREFOOT BAY RECREATION
DISTRICT**

By: 
Printed Name: Michael Maino
As its: Chair

Date: 2/24/22

SHAW MEDICAL GROUP, LLC

By: 
Printed Name: Patrick N. Shaw
As its: Manager

Date: 2/24/2022



Barefoot Bay Recreation District

625 Barefoot Boulevard, Administration
Building Barefoot Bay, FL 32976-9233

Phone 772-664-3141

www.bbrd.org

Memo To: Board of Trustees

From: Jason Pierman, Acting Community Manager

Date: June 9th, 2022

Subject: Manager's Report - Revised

District Clerk

The new AV equipment has been installed in Building D/E by IM Solutions and the upgrade is complete. Budget mailouts were sent 5/25/22 if you have not received it let administration know.

Resident Relations

ARCC Meeting 5/10/2022

- 15 Consent Items – 14 items approved – 1 denied.
- 9 Other Items – 8 items approved – 1 denied.

ARCC Meeting 5/24/2022

- 5 Old Business – all approved.
- 7 Consent Items – all approved.
- 9 Other Items – 7 approved – 1 denied – 1 approved with stipulations.

ARCC 6/7/2022

- 1 Old Business – to be presented.
- 6 Consent Items – to be presented.
- 9 Other Items – to be presented.

VC Meeting 5/13/22

- 12 Cases – found to be in violation.
- 1 Case – DOR is working with the homeowner.
- 2 Cases – came into compliance prior to the meeting.

VC Meeting 5/27/22

- 1 Case – found to be in violation.
- 3 Cases – came into compliance prior to the meeting.

May New Home Sales

- 39 sales
- 23 orientations presented
- 42 residents in attendance

Food & Beverage

- A change order was authorized in the amount of \$9,998 for the 19th Hole fire suppression system (less than 10% of the contract) due to the existing system not being large enough for the new hood. The fire suppression system was not included in the 19th Hole kitchen renovation contract.
- Father's Day tickets are on sale at the Lounge, 19th Hole and Administration for a Country Style Cookout and a beer for Dad @ 1 p.m. Soul Time will perform on the lake stage from 2-6 p.m.
- Save the date and get your golf carts ready for the annual Independence Day celebration on Sunday, July 3rd. The day kicks off with a patriotic golf cart parade starting behind the shopping plaza, music and food lakeside of the Lounge and a firework's display at 9 p.m.

Flyers with all the details are posted.

Property Services

- Removed dying rotting tree on the corner of Kiwi and Papaya
- Removed the old grill screen room
- Removed all vegetation and old mulch around the screen room
- Installed new decorative rock and vegetation around the new kitchen trailer
- Installed new connections for the kitchen trailer (Sewer, Water, Electricity)
- Installed the new kitchen trailer
- Troubleshoot the UV light at pool 2
- Replaced the fryer in the 19th hole
- Assisted ADS security with RV gate issues
- Re-painted the railing on the 19th hole porch
- Replaced the faucet 19th hole bar sink
- Re-aligned the front end of the backhoe and replaced tires
- Replaced rear main seal on mower
- Repaired pipe behind the tennis courts
- Addressed items at the beach (Trimming, weeding, Irrigation, Etc....)
- Re piped the pump at the lawn bowling field
- Brought all the dirt from the golf course project to P.S.
- Repaired issues with pool ladders
- Replaced the life rings at all three pools
- Replaced the pump at the US 1 fountain
- Replaced the main circulation pump at pool 3
- Repaired rust damage on the F&B van

- Made a trip to the beach to let patrons out (stuck inside)
- Replaced both Locks on the fishing pier due to vandalism (Locks drilled out)
- Set-up and tore down Memorial day
- Shut down all pool heaters

General Information

Community Manager Recruitment Update.

Chairman Maino made a request for the cancellation of the July 14, 2022, BOT Meeting. Staff asks for direction.

Next Townhall will be July 7th at 9 am.