



BAREFOOT BAY RECREATION DISTRICT

Barefoot Bay Recreation District Regular Meeting
January 12, 2023 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. Approval of Minutes**
 - A. BOT regular meeting minutes dated December 8, 2022
- 5. Treasurer's Report**
 - A. Treasurer's Report
- 6. Presentations and Proclamations**
 - A. Oath of Office
Reorganization of the Board
 - B. NRP Sub-Committee Selections (Three Trustees)
- 7. Additions or Deletions to the Agenda**
- 8. Approval of the Agenda**
- 9. Audience Participation**
- 10. Unfinished Business**
 - A. Golf Course Maintenance Award of Contract
 - B. Architectural Review Control Committee (ARCC) Appointment
 - C. 2023 Quarterly Townhall Meeting Schedule
- 11. New Business**
 - A. Valley National Bank: Qualified Depository
 - B. Shopping Center: Shaw Sublease
- 12. Manager's Report**
 - A. January 12, 2023 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



BAREFOOT BAY RECREATION DISTRICT

Board of Trustees Regular Meeting
December 8, 2022
1PM –Building D&E

Meeting Called to Order

The Barefoot Bay Recreation District Board of Trustees held a Meeting on December 8, 2022, Building D&E 1225 Barefoot Boulevard, Barefoot Bay, Florida. Mr. Amoss called the meeting to order at 1PM.

Pledge of Allegiance to the Flag

Led by Mr. Cichon.

Roll Call

Present: Mr. Grunow, Mr. Amoss, Mr. Loveland. Also, present, Kent Cichon, Community Manager, Stephanie Brown, District Clerk, Garrett Olsen, General Counsel, Richard Armington, Resident Relations Manager, Charles Henley, Finance Manager, Ernie Cruz, Golf Operations Manager, Matt Goetz, Property Services Manager and Kathy Mendes, Food and Beverage Manager. Mr. Morrissey and Mr. Brinker were excused.

Presentations and Proclamations

Chairman Amoss presented employee milestones to Charles Henley (5 years), Bill Balash (5 years) and Deborah Mulhern (5 years).

Additions or Deletions to the Agenda

Mr. Loveland made a motion to add agenda item 11H, Valley National Bank to the agenda. Second by Mr. Grunow. Motion passed.

Approval of Minutes

BOT regular meeting and Golf Workshop minutes dated November 15, 2022, were approved.

Treasurer's Report

Mr. Loveland read and submitted the Treasurer's Report for December 8, 2022.



BAREFOOT BAY RECREATION DISTRICT

Audience Participation

Jerry Armstrong-1052 Thrush Circle-voiced his concern about no longer being able provide maintenance services to the BBRD softball field.

Mr. Cichon read a letter from Thomas Nelson-1008 Waterway Drive-who voiced his concern regarding dog bite incidents as it relates to BBRD safety and general liability.

Brenda Duke-1204 Barefoot Circle-voiced her concern over golf course conditions, specifically within the last year. Ms. Duke also spoke in favor of a new vendor for BBRD golf maintenance.

Dave Conner-833 Hyacinth Circle-spoke in favor of awarding Brightview Golf Maintenance the BBRD Golf Course maintenance contract.

Debbie Oldakowski -1110 Navajo Drive-voiced her concerned with declining BBRD amenities deterring prospective buyers.

Don Oldakowski-1110 Navajo-spoke in favor of awarding Brightview Golf Maintenance the BBRD golf course.

Dave Wheaton-1477 Barefoot Circle-spoke in favor of awarding IGM the BBRD Golf Course maintenance contract due to their focus on the appropriate amount of golf course maintenance personnel.

Unfinished Business

Pool #1 Pit and Heater Replacement and Relocation Project Contract

Consider the Pool #1 Pit and Heater Replacement and Relocation project contract with Family Pools, Inc. in the amount of \$284,666 and authorize the BOT Chairman to sign.

Mr. Grunow spoke in favor of investing in the pool area and repairing it as soon as possible. Mr. Loveland spoke in favor of moving forward with Family Pools, Inc. Mr. Amoss voiced his concern about rising project costs and the safety of the Pool #1 pit area if the project is deferred any longer and spoke in favor of moving forward.

Mr. Loveland made a motion to award the Pool #1 Pit and Heater Replacement and Relocation project contract to Family Pools, Inc. in the amount of \$284,666 and authorized the BOT Chairman to sign. Second by Mr. Grunow. Motion passed.



BAREFOOT BAY RECREATION DISTRICT

General Contracting Services for Beach Restroom Project

Consider the five (5) bids received for the Beach Restroom project; waive the BBRD purchasing policies for purchases in the amount of \$75,000 or more; award a contract; and authorize the BOT Chairman to sign a contract negotiated by staff.

Mr. Amoss spoke in favor of awarding the contract to Big 5 General Construction. Mr. Loveland and Mr. Grunow agreed with Mr. Amoss.

Mr. Loveland made a motion to award the General Contracting Services for Beach Restroom Project contract to Big 5 General Construction in the amount of \$91,537.00 to, Inc. Second by Mr. Grunow.

Mr. Loveland amended his motion to include waiving the BBRD purchasing policy.

Mr. Loveland made a motion to award the General Contracting Services for Beach Restroom Project contract to Big 5 General Construction, Inc. in the amount of \$91,537.00, waive the BBRD purchasing policy and gave authorization to the BOT Chairman to sign. Second by Mr. Grunow Motion passed.

New Business

Golf Maintenance Award of Contract

Consider RFP Committee's recommendation, award RFP 2022-06 - Golf Course Maintenance Services, and authorize staff to negotiate a contract with the BOT-selected vendor.

Mr. Amoss explained the RFP process and gave an overview of the RFP Golf Course Maintenance meeting. He also agreed with the vendor rankings made by the committee. Mr. Loveland agreed with Mr. Amoss. Mr. Grunow spoke in favor of awarding the contract to Brightview as the RFP committee recommended.

Mr. Loveland made a motion to award the RFP 2022-06 – Golf Course Maintenance contract to Brightview Golf Maintenance and authorized the Chair to sign. Second by Mr. Grunow.

Mr. Loveland amend his motion, removing the authorization for the Chairman to sign.

Mr. Loveland made a motion to award the RFP 2022-06 – Golf Course Maintenance contract to Brightview Golf Maintenance and authorized staff to negotiate a contract. Second by Mr. Grunow Motion passed.



BAREFOOT BAY RECREATION DISTRICT

Golf Course Pump House Foundation Erosion Repair – Award of Contract

Consider the four (4) quotes received to repair and mitigate future erosion to the golf course pump house foundation; award a contract; and authorize the Community Manager to sign the contract.

Mr. Grunow spoke in favor of moving forward with the golf course pump house repair. Mr. Loveland asked how the maintenance review process would look moving forward. Mr. Goetz responded that there will be several checks done on the worksite area in the future. Mr. Cichon responded that periodic checks would be made for all BBRD facilities to address any issues before they can become severe.

Mr. Loveland made a motion to award the contract for the BBRD Golf Course pump house foundation erosion repair to Foundation Professionals of Florida, Inc. in the amount of \$16,225.00 and authorized the Community Manager to sign the contract. Second by Mr. Grunow. Motion passed.

ARCC Appointments

Consideration of the re appointment of Ed Constantino and Paul Voit to the expired ARCC voting positions for a 3-year term.

Mr. Loveland spoke in favor of appointing Paul Voit and Tom O'Donnell (current alternate) to voting positions for 3-year terms. Mr. Grunow spoke in favor of alternate members being able to vote. He also agreed with Mr. Loveland's recommendation. Mr. Armington stated that Mr. O'Donnell has declined to be considered for the ARCC voting position. Mr. Loveland suggested re appointing Mr. Voit and seeking letters of interest for the second expired voting position.

Mr. Loveland made a motion to re appoint Paul Voit to the expired ARCC voting position for a 3-year term and directed the District Clerk to seek letters/resumes of interest for the second ARCC expired voting position. Second by Mr. Grunow. Motion passed.

Amending the Budget: FY23 COLA & Wage Compression Allocation

Resolution 2022-25 read by Mr. Olsen:

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE BAREFOOT BAY RECREATION DISTRICT AMENDING RESOLUTION 2022-14; AMENDING THE BUDGET.

Mr. Loveland made a motion to accept resolution 2022-25 as read. Second by Mr. Grunow. Motion passed.



BAREFOOT BAY RECREATION DISTRICT

Investment Policy

BOT consideration and adoption of the BBRD Investment Policy.

Mr. Loveland made a motion to adopt the BBRD Investment Policy as presented. Second by Mr. Grunow. Motion passed.

Administrative Coordinator Job Description

Approval of the Administrative Coordinator Job Description to reflect the position on the pay grade scale.

Mr. Loveland made a motion to approve the Administrative Coordinator Job Description to reflect the position on the pay grade scale. Second by Mr. Grunow. Motion passed.

DOR Violations

DOR Violation 21-000613 909 HEMLOCK STREET

Mr. Loveland made a motion to refer case #21-000613 909 Hemlock Street to General Counsel Olsen for legal action, equitable or other appropriate action with failure to comply. If the BOT brings any such action to enforce DOR, the charge for such action shall be charged to the Respondents account and shall constitute as a lien. Second by Mr. Grunow. Motion passed.

DOR Violation 22-000298 615 MARLIN CIRCLE

Mr. Grunow made a motion to refer case #22-000298 615 Marlin Circle to General Counsel Olsen for legal action, equitable or other appropriate action with failure to comply. If the BOT brings any such action to enforce DOR, the charge for such action shall be charged to the Respondents account and shall constitute as a lien. Second by Mr. Loveland. Motion passed.

DOR Violation 22-000891 832 OLEANDER CIRCLE

Mr. Loveland made a motion to refer case #22-000891 832 Oleander Circle to General Counsel Olsen for legal action, equitable or other appropriate action with failure to comply. If the BOT brings any such action to enforce DOR, the charge for such action shall be charged to the Respondents account and shall constitute as a lien. Second by Mr. Grunow. Motion passed.



BAREFOOT BAY RECREATION DISTRICT

DOR Violation 22-001132 832 OLEANDER CIRCLE

Mr. Loveland made a motion to refer case #22-001132 832 Oleander Circle to General Counsel Olsen for legal action, equitable or other appropriate action with failure to comply. If the BOT brings any such action to enforce DOR, the charge for such action shall be charged to the Respondents account and shall constitute as a lien. Second by Mr. Grunow. Motion passed.

DOR Violation 22-002227 832 OLEANDER CIRCLE

Mr. Loveland made a motion to refer case #22-002227 832 Oleander Circle to General Counsel Olsen for legal action, equitable or other appropriate action with failure to comply. If the BOT brings any such action to enforce DOR, the charge for such action shall be charged to the Respondents account and shall constitute as a lien. Second by Mr. Grunow. Motion passed.

DOR Violation 22-002735 832 OLEANDER CIRCLE

Mr. Loveland made a motion to refer case #22-002735 832 Oleander Circle to General Counsel Olsen for legal action, equitable or other appropriate action with failure to comply. If the BOT brings any such action to enforce DOR, the charge for such action shall be charged to the Respondents account and shall constitute as a lien. Second by Mr. Grunow. Motion passed.

DOR Violation 22-002877 832 OLEANDER CIRCLE

Mr. Loveland made a motion to refer case #22-002877 832 Oleander Circle to General Counsel Olsen for legal action, equitable or other appropriate action with failure to comply. If the BOT brings any such action to enforce DOR, the charge for such action shall be charged to the Respondents account and shall constitute as a lien. Second by Mr. Grunow. Motion passed.

DOR Violation 22-000252 553 MARLIN CIRCLE

Mr. Loveland made a motion to refer case #22-000252 553 Marlin Circle to General Counsel Olsen for legal action, equitable or other appropriate action with failure to comply. If the BOT brings any such action to enforce DOR, the charge for such action shall be charged to the Respondents account and shall constitute as a lien. Second by Mr. Grunow. Motion passed.

DOR Violation 22-002004 906 SPRUCE STREET

Mr. Loveland made a motion to refer case #22-002004 906 Spruce Street to General Counsel Olsen for legal action, equitable or other appropriate action with failure to comply. If the BOT brings any such action to enforce DOR, the charge for such action shall be charged to the Respondents account and shall constitute as a lien. Second by Mr. Grunow. Motion passed.



BAREFOOT BAY RECREATION DISTRICT

DOR Violation 22-001725 906 SPRUCE STREET

Mr. Loveland made a motion to refer case #22-001725 906 Spruce Street to General Counsel Olsen for legal action, equitable or other appropriate action with failure to comply. If the BOT brings any such action to enforce DOR, the charge for such action shall be charged to the Respondents account and shall constitute as a lien. Second by Mr. Grunow. Motion passed.

DOR Violation 22-002111 621 WEDELIA DRIVE

Mr. Loveland made a motion to refer case #22-002111 621 Wedelia Drive to General Counsel Olsen for legal action, equitable or other appropriate action with failure to comply. If the BOT brings any such action to enforce DOR, the charge for such action shall be charged to the Respondents account and shall constitute as a lien. Second by Mr. Grunow. Motion passed.

DOR Violation 22-000890 621 WEDELIA DRIVE

Mr. Loveland made a motion to refer case #22-000890 621 Wedelia Drive to General Counsel Olsen for legal action, equitable or other appropriate action with failure to comply. If the BOT brings any such action to enforce DOR, the charge for such action shall be charged to the Respondents account and shall constitute as a lien. Second by Mr. Grunow. Motion passed.

DOR Violation 22-001016 912 PECAN CIRCLE

Mr. Loveland made a motion to refer case #22-001016 912 Pecan Circle to General Counsel Olsen for legal action, equitable or other appropriate action with failure to comply. If the BOT brings any such action to enforce DOR, the charge for such action shall be charged to the Respondents account and shall constitute as a lien. Second by Mr. Grunow. Motion passed.

DOR Violation 22-001773 809 LYCHEE DRIVE

22-001773 809 Lychee Drive Came into compliance.

Jeffrey Vieira (homeowner) voiced his concern about not being able to park his recreational vehicle (jet ski) in his driveway and suggested an amendment to the DOR. He also asked the BOT if he was still suspended. Mr. Armington responded yes and that his suspension is six months.

Valley National Bank

BOT consideration and approval of BBRD establishing a banking relationship with Valley National Bank by opening a no fee checking account.

Mr. Loveland made a motion to approve the establishment of a checking account with Valley National Bank. Second by Mr. Grunow. Motion passed.



BAREFOOT BAY RECREATION DISTRICT

Manager's Report

Resident Relations

ARCC 11/08/2022

- 13 Consent Items – approved
- 18 Other Items – 18 approved

ARCC 11/22/2022

- 3 Old Business – extensions approved
- 8 Consent Items – approved
- 35 Other Items – approved

VC Meeting 10/28/22

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

VC Meeting 11/18/22

- 6 Cases – came into compliance prior to the meeting
- 2 Cases – found to be in violation

Food & Beverage

- The Winter Beats schedule of events is out! The Winter Beats series is a number of tribute performances from the greatest entertainers of our time. Tickets are on sale now for the January 20th combo show of Cher, Huey Lewis, and Garth Brooks. Tickets go on sale for the February 24th show featuring the 70s/80s Greatest Divas of All Time on December 20th at 9:30am in Building A. The Winter Beats schedule and ticket sale dates are posted.
- The Annual Festive Sweater contest and Christmas party is December 17th with TC and Sass on the Lake stage from 6-10pm.

Food & Beverage (continued)

- Ring in 2023 at the Lake Side of the Lounge on December 31st with DJ Terry from 8pm - 12:15am. There will be party favors and a champagne toast at midnight. A \$5 gate fee will be collected for this event.
- The Lounge and 19th Hole will close at 4pm on Friday, December 9th; 6pm on Christmas Eve; and all day on Christmas Day.



BAREFOOT BAY RECREATION DISTRICT

Property Services

- Hurricane Nicole
 - Secured and reopened BBRD
 - Assessed damages, including the fishing pier on US1
 - Cleaned up storm debris
 - Repaired beach walkover, fence behind the custodial office, light in the D&E Building parking lot, and tennis court light (removed another damaged light)
 - Addressed the damaged soffit on the 19th Hole and the siding issues on the Pro Shop
 - Put the RV lot fence back up and began soliciting bids for permanent repair
- Hung the aerial Christmas decorations
- Repaired the tree lights on US1
- Repaired the lights under the walkway at Pool #1
- Changed the windsocks at the tennis courts
- Changed the rope on the US1 flag poles
- Trimmed trees along Barefoot Blvd. utilizing the lift
- Made more frames for the F&B Department dinner events
- Set up and dismantled the Veterans Day event

Golf-Pro Shop

- Repairs & Maintenance
 - Golf Course and Lawn Bowl overseeding completed
 - Softball Field renovation December 19th – 21st
 - Fence repair behind ABM worksite in progress (due to Hurricane Nicole)
- Golf Course Holiday Hours
 - December 9th - Closing at 4:30pm and carts in by 4pm
 - December 24th (Christmas Eve) - Closing at 2pm and last cart out at 10am
 - December 25th (Christmas Day) - Closed
 - December 31st (New Year's Eve) - Closing at 2pm and last cart out at 10am

Mr. Cichon thanked BBRD staff for their assistance on this agenda.



BAREFOOT BAY RECREATION DISTRICT

Attorney's Report

Mr. Olsen gave an update on the referendum and stated that the ordinances that will be implemented for the two charter amendments will be on the Brevard County Board of County Commissioners agenda for their December 20, 2022, meeting, and if passed, will be effective immediately. He also stated that he will have an update on DOR cases soon and reminded trustees of the ethics training being held on January 13, 2023, at 9AM in Building D/E. Mr. Olsen stated that the transition between him and John Cary is complete, and he is in the process of finding a judge for the BOT swearing in ceremony on January 12, 2023.

Incidental Trustee Remarks

Mr. Loveland expressed his gratitude for being allowed to serve on the BOT. He also thanked staff and the BOT. Mr. Loveland encourage all trustees, management and committees attend the ethics training.

Mr. Grunow expressed his gratitude to Mr. Loveland for his service on the BOT. He also expressed his gratitude to Mr. Goetz for his response to Hurricane Nicole and to Mr. Cichon for the smooth transition to the Community Manager role. Mr. Grunow reminded residents of the Sandy Lobel Golf Tournament being held on Martin Luther King Day weekend. He thanked trustee-elect Klosky for the Christmas Parade and wished everyone a merry Christmas.

Mr. Amoss expressed his gratitude to Mr. Loveland for his service on the BOT. He also thanked BBRD staff.

Adjournment

The next regular meeting will be on January 12, 2022, at 1pm in Building D/E.

Mr. Loveland made a motion to adjourn. Mr. Amoss adjourned.

Meeting adjourned at 3:25pm.

Hurrol Brinker, Secretary

Stephanie Brown, District Clerk

Barefoot Bay Recreation District

Treasurer's Report

January 12, 2022

Cash Balances in General Fund as of 1/3/23

Petty Cash

Total Petty Cash: \$ 2,500.00

Operating Cash in Banks

MB&T Operating Account

697,462.80

Total Operating Accounts:

697,462.80

Interest Bearing Accounts

MB&T Money Market Account

2,257,038.70

FL Class

202,600.00

FL Trust - Short Term Bond Fund

107,400.00

SBA Reserve Account

712,591.64

Total Interest Bearing Accounts:

3,279,630.34

Total Cash Balances in General Fund:

\$ 3,979,593.14

Total Daily Deposits and Assessments Received for 12/1/22 - 1/3/23

Daily Deposits:

\$ 246,210.25

Assessments Received:

2,047,200.40

Total Deposits Received:

\$ 2,293,410.65

Expenditures for 12/1/22 - 1/3/23

Check Number	Vendor	Description	Check Amount
60439	Florida Power & Light Co	Electricity: 10/22	9,901.31
60461	Vose Law Firm, LLP	Legal Fees: 11/22	7,500.00
60477	ABM Landscape & Turf Services	Golf Course & Ball Field Maint. - 12/22	41,327.38
60482	Card Service Center	Employee Gift Cards, Certified Envelopes	5,977.84
60495	Omega Technology Solutions, LLC	Monthly IT Support: 12/22	5,689.78
60523	Cheney Brothers Inc	Foodstuff and Supplies	6,061.76
60534	Home Depot Credit Services	Building and Grounds Supplies	5,363.82
60541	MGM Contracting, Inc	Draw #6 19th Hole Kitchen Renovation	17,250.00
60548	Signal Restoration Services	Mold Remediation 19th Hole	10,500.04
60555	US Foods	Foodstuff and Supplies	5,274.64
60577	Florida Blue	Employee Health Insurance: 1/23	34,000.96
60579	Florida Power & Light Co	Electricity: 11/22	9,024.04
60581	Garber Ford, Inc	DOR Truck	25,406.00
60592	Special District Services, Inc	Management Fees: 12/22	14,284.03
	Florida Department of Revenue	Sales Tax: 11/22	15,859.89
	Paychex	Net Payroll - PPE 12/4/22	74,930.66
	United States Treasury	Payroll Taxes - PPE 12/4/22	22,977.35
	Paychex	Net Payroll - PPE 12/18/22	75,205.20
	United States Treasury	Payroll Taxes - PPE 12/18/22	22,616.94

Total Expenditures \$5,000 and above:

409,151.64

Expenditures under \$5,000:

179,227.04

Total Expenditures:

\$ 588,378.68

vacant seats for two-year terms or until their successors are duly qualified. Any trustee may succeed himself in office, subject to the limitation of terms provided herein.

4. Vacancies on the Board of Trustees. Any vacancy on the Board of Trustees shall be filled for the unexpired term by the appointment by the remaining trustees of a successor from among the qualified electors of the district.

5. Removal of Trustees. Any trustee who fails to discharge his duties may be removed for cause by the remaining members of the Board of Trustees after due notice and an opportunity to be heard upon charges of malfeasance or malfeasance.

6. Organization Of Board. The Board of Trustees shall organize itself within fourteen (14) days next after the first Tuesday after the first Monday in January after each election by electing from its number a chairman, two vice-chairmen, a secretary and a treasurer.

7. Compensation for Services. The trustees shall not receive any compensation their services, but shall be entitled to be reimbursed from funds of the district for any authorized disbursements they may properly incur on behalf of the district.

8. Surety Bonds. Each trustee authorized to sign checks of the district or otherwise designated by the Board of Trustees to handle its funds shall, before he enters upon such duties, execute to the Governor of the State for the benefit of the district, a good and sufficient bond approved by a circuit judge of Brevard County in the sum of Ten Thousand Dollars (\$10,000.00) with the qualified corporate surety conditioned to faithfully perform the duties of his office and to account for all funds which may come into his hands as such trustee. All premiums for such surety on such bonds shall be paid from the funds of the district.

9. Conduct of Business. As a public body, the Board of Trustees collectively, and each individual member of the Board of Trustees, shall conduct their business as a public body and shall be subject to all laws of the State of Florida relating to open government, financial disclosure, avoidance of conflict of interest, and ethics.

10. Indemnity for Trustees. A trustee who is not guilty of malfeasance or misfeasance in office shall be relieved of any personal liability for acts done by him while holding office. Any trustee who is made a party to any action, suit or proceedings solely by reason of his holding office in the district shall be indemnified by the district against reasonable expenses, including attorney's fees incurred by him in defending such suit, action or proceeding, except with respect to matters wherein it is adjudged that such trustee is liable for gross negligence or misconduct in the performance of his duties.

11. Term Limits. Members of the Board of Trustees of the District shall serve no more than three (3) successive complete two (2) year terms; however, term-limited Trustees may serve again two (2) years after the Trustee's last successive complete term. This limitation shall not apply to the portion of any unexpired term served by appointment to fill a vacant seat pursuant to Sec. 418.302 (5), Florida Statutes. This provision shall apply prospectively to the terms of Trustees elected after the effective date of this Ordinance.

Rules of the Neighborhood Revitalization Program (NRP) BOT Sub-Committee

Purpose

The NRP shall provide guidance to staff and recommendations to the BOT regarding BBRD's efforts to revitalize neighborhoods by the acquisition of distressed properties, removal of structures and sale of lots (for new owners to construct homes). Target properties shall include ones with histories of DOR violations, criminal activity, nuisances, and those that generally depress the likelihood of private sector improvement in existing properties and/or the construction of new homes.

Duties/Responsibilities

- Elect a Chairman and Vice-Chairman annually.
- Advise staff in the development of a list of target properties to be acquired under the NRP.
- Provide formal recommendations to the BOT regarding any changes needed to the Policy Manual or Rules for the BOT as needed for the efficient and effective operations of the NRP.
- Meet no less than semi-annually to review list of properties, add/delete properties and develop prioritization of list.

Number of Members

Three Trustees (Chairman of the BOT is not eligible for membership)

Quorum and Conduct of Meetings

1. Two Trustees shall constitute a quorum for the purposes of holding a meeting.
2. All meetings shall be run by Robert's Rules of Order and any other rules proffered by the Board of Trustees and/or the majority of the Sub-Committee.
3. Abide by Florida Sunshine and Public Records Laws.
4. The Sub-Committee will reorganize each time the BOT reorganizes by electing a Chair and Vice-Chair as needed.
5. Conduct meetings as needed.

Terms of Appointment

Sub-committee members shall be appointed annually in January for terms of one year or whenever the BOT reorganizes itself. Initial appointments will last until the next re-organization of the BOT.

Staff Support

1. The Community Manager shall assign a BBRD employee to serve as support staff responsible for the recording of notes and drafting of minutes.
2. The District Clerk shall retain original copies of all minutes and handouts from the meetings and shall work with the Sub-Committee Chair and support staff to publish an agenda 7 days prior to each meeting.

Board of Trustees

Meeting Agenda Memo

Date: Thursday, January 12, 2023
Title: **Golf Course Maintenance Award of Contract**
Section & Item: 10.A
Department: Golf
Fiscal Impact: Proposed Contract amount: \$538,988/yr
FY23 Adopted Budget: \$495,935
\$19,740 above FY23 Remaining Budget Balance
Contact: Kent Cichon, Community Manager, Ernie Cruz, Golf Manager
Attachments:
Reviewed by
General Counsel: Yes
Approved by: Kent Cichon, Community Manager



Requested Action by BOT

Consider the Golf Course Maintenance proposed contract with Brightview Golf Maintenance Inc, and termination of the agreement with ABM Industry Groups, LLC.

Background and Summary Information

On January 1, 2014, BBRD entered into a service agreement with ABM Services, Inc. (FKA One Source) for maintenance and upkeep of the golf course, softball field and lawn bowl area. This agreement was renewed on April 13, 2018, for these same services, and subsequently amended to notify the public of ABM Industries' name change on February 13, 2020. This current agreement ends on September 30, 2023.

During the September 8, 2022, BOT Regular meeting, Chairman Maino directed staff to proceed with a Golf Course Maintenance RFP. In October of 2022, Golf Course Maintenance RFP-2022-06 was publicly advertised and the District received (3) submittals from the following vendors:

• ABM Industries	\$509,350
• Brightview Golf Maintenance	\$538,988
• International Golf Maintenance (IGM)	\$529,907

The RFP Committee evaluated the submitted proposals and unanimously chose Brightview Golf Maintenance to recommend to the Board of Trustees for selection and award of contract to maintain the golf course.

The RFP Committee also recommended the following ranking of vendors to the Board of Trustees:

- Brightview Golf Maintenance
- International Golf Maintenance (IGM)
- ABM Industries

During the December 8, 2022, BOT Regular meeting, the BOT unanimously awarded the contract to Brightview Golf Maintenance Inc. and authorized staff to negotiate a contract with Brightview Golf Maintenance Inc. Upon conclusion of negotiations, a contract has been accepted by Brightview Golf Maintenance Inc. A copy of the contract signed by Brightview will be made available to the BOT and public prior to the January 12, 2023, BOT Regular meeting.

Additional funding required above that of the current golf course maintenance contract was not budgeted within the FY23 Adopted Budget, therefore a Budget Amendment, utilizing Contingency, will be required to be placed on a future BOT Regular meeting agenda for BOT approval.

Staff recommends the BOT consider (1) authorizing the BOT Chairman to sign the Golf Course Maintenance contract with Brightview Golf Maintenance Inc. in the amount of \$538,988 annually for an initial term of three (3) years, with an option that the parties may extend the term by amendment to the contract for additional two (2), one-year periods with an annual amount equal to the lesser of the Annual CPI increase or by 3% of the prior year's annual fee; and (2) direct the Community Manager to notify ABM Industry Groups, LLC (ABM) that Barefoot Bay Recreation District is terminating its agreement with ABM at 11:59 pm on April 16, 2023.

Board of Trustees

Meeting Agenda Memo

Date: Thursday, January 12, 2023
Title: **Architectural Review Control Committee (ARCC) Appointment**
Section & Item: 10.B
Department: Administration, District Clerk
Fiscal Impact: N/A
Contact: Stephanie Brown, District Clerk, Kent Cichon, Community Manager
Attachments: Tom Nelson Consideration Request, Tom Nelson Summary, Deidre Sunter Consideration Request, Deidra Sunter Resume

Reviewed by
General Counsel: N/A
Approved by: Kent Cichon, Community Manager



Requested Action by BOT

Appointment of one homeowner to a 3-year voting position and selection of a trustee to serve as the BOT liaison.

Background and Summary Information

The ARCC is comprised of five voting members, two alternates and one (non-voting) liaison from the BOT.

On December 8, 2022, the BOT re-appointed Mr. Voit to a voting member position on the ARCC for a 3-year term. Mr. Constantino finished out the unexpired term of Mr. Brinker, which ended on October 30, 2022, and is currently vacant.

BBRD Staff has advertised resumes/letters of interest for the vacant voting position.

The following individuals submitted resumes/letters of interest for consideration of appointment to the ARCC as an alternate:

- Tom Nelson
- Deidre Sunter

Staff recommends the BOT take the following actions:

1. Appoint a property owner to the vacant voting position for a 3-year term.
2. Select a Trustee to serve as ARCC liaison for the remainder of calendar year 2023.

From: [Tom Nelson](#)
To: [Stephanie Brown](#); [Rich Armington](#)
Subject: ARCC COMMITTEE
Date: Monday, November 28, 2022 1:25:58 PM

Stephanie .. with the election of Joe Klosky to the BOT there will be an opening on the ARCC Committee.

Joe replaced me when I was chairman of the ARCC. Due to a family matter I resigned my position as I did not want the committee to be without a chairman during my absence,

My family issues have been resolved and I would be interested in returning to the ARCC in any position that will be opening upon Joe's move to the BOT.

I will be on vacation (out of the Country) from 12/4 - 12/18 and I am therefore submitting my letter of interest now.

Thank you.

Tom Nelson

**THOMAS E. NELSON
1008 WATERWAY DRIVE
SUMMARY**

=====

BAREFOOT BAY

- 4 years ARCC Committee // 2 years as chairman
- COP Volunteer 5 years
- 3 times moderator for BOT Forum & debate
- 3 years volunteer for fire alarm installations
- 3-year member of the Security Committee before committee's were dissolved
- Multiple years volunteer photographer for CVO events

EDUCATION / certifications

- Burdett College, Boston, Associates degree in Federal Taxes
- Northeastern University, Boston, Bachelor's degree in Business
- Former Licensed Private Investigator
- Former Loss Prevention Certified
- Former OSHA and Safety Certified

BUSINESS EMPLOYMENT

- Trust department accountant at State Street Bank, Boston
- Assistant comptroller for Northeast retailer
- Executive positions in safety and loss prevention at several National Retailers
- Partner in a software development company
- Owner of a Consulting Business for security, safety, and OSHA
- Owner of Private Investigation company working for multiple Attorney's and The State of Rhode Island

CIVIC DUTIES

- 20 year elected Town Meeting member, Stoughton, MA
- 10 year elected Finance Committee member, Stoughton, MA
- 35-year Boy Scout volunteer, Stoughton, MA
- Severed in several BSA District positions
- Served on two different Boy Scout Council Boards

- Little league coach and soccer coach

From: [Dee Dee Sunter](#)
To: [Stephanie Brown](#)
Subject: Resume for open ARCC vacancy
Date: Monday, December 19, 2022 10:18:38 AM
Attachments: [Executive Assistant- Project Administrator Resume update 6.22.docx](#)

Good morning Stepjanie,

I would like to submit my resume in consideration for the open ARCC position.

Please feel free to contact me if you need any other information.

Regards,
Deidre P Sunter

DEIDRE P SUNTER
PROJECT ADMINISTRATOR
CERTIFIED ADMINISTRATIVE ASSISTANT
deidrepcohen@gmail.com | 321-417-1214 | Sebastian, FL 32976

Professional Skills

- Operations Management
- Executive Administration
- Marketing/Social Media/Public Relations
- Bookkeeping & Accounting (AP/AR)
- Service Orientation
- Record maintenance/Data Entry/Filing
- Scheduling/Travel Arrangements/Logistics
- Exceptional attention to detail
- Microsoft Office Suite (Word, Excel, PowerPoint, Access, Outlook)
- Event planning/Fundraising
- Management/Supervision
- Training/Professional Development
- Purchasing & Inventory control
- Time Management
- Logistics

Experience

Administrative Assistant/Project Administrator

Whole Family Health Center | Vero Beach, FL 11/2020 - Present

- Approve supply purchases, complete requisitions for expenses over \$250
- Maintain inventory controls over Covid test supplies
- Input Patient information from insurance companies into patient files
- Daily communication and status updates with organization President, Vice President, and Chief Medical Officer
- Sort daily mail
- Refine process for Patient Dismissal from Practice letters
- Apply discretion and uphold HIPPA guidelines for dealing with sensitive Patient issues
- Provide travel, lodging and meal and clinical visit itinerary for visiting Provider candidates
- Provide detail activity reports and measurement criteria to ensure all efforts result in maximum efficiency and patient satisfaction.
- Develop an interactive strategy and operational plan for integrate relationship marketing initiatives for potential patients

Logistics

USSI Global | Melbourne, FL 12/2019 – 03/2020

- Track incoming and outgoing Samsung commercial equipment
- Develop procedure for identifying and tracking refused shipments
- Provided direction through point of contact for delivery and retrieval of goods
- Obtain, submit, and provide proper authorization for returned goods
- Collect information for filing lost claims
- Collect information for filing damaged claims
- Maintain tracking spreadsheet for technicians returning defective equipment
- Work closely with shipping company to assure overnight, economy, and expedited shipping of equipment
- Supplied tracking, shipment, and load numbers to warehouses for outgoing and incoming shipments

DEIDRE P SUNTER
PROJECT ADMINISTRATOR
CERTIFIED ADMINISTRATIVE ASSISTANT

deidrepcohen@gmail.com | 321-417-1214 | Sebastian, FL 32976

Manager on Duty

Shore Lanes Palm Bay | West Melbourne, FL 06/2015 – 07/2019

- Demonstrated superior customer service through extensive knowledge of the bowling industry
- Maintained a clean and positive atmosphere for the ultimate customer experience
- Developed new league participants and repeat customer base through increased customer satisfaction
- Trained and supervised newly hired employees on Conqueror database system; monitored work performance to ensure accuracy and completion
- Enacted company marketing initiatives increasing company revenue
- Completed daily financial transaction including bank deposits, cash register reconciliation, debit and credit transactions
- Managed daily logistics for special projects and events
- Provided daily operations management to include facility open and closure
- Business to Consumer (B2C) conflict resolution for external customers

Coaching Specialist/Administrative Assistant

United States Bowling Congress | Arlington, TX 07/2011-02/2014

- Provided administrative support for Director of Coaching and staff of 5
- Created and electronically distributed monthly newsletter to 40,000 coaches throughout the country and internationally; monitored and updated social media platforms (Facebook, Twitter)
- Collected data and prepared analysis (Survey Monkey, Excel) regarding coaching activities
- Recruited and trained individuals to become certified coaches
- Facilitated training courses, workshops and presentations (Prezi, Power Point, Go To Meetings)
- Prepared and presented Power point presentations and web-based conferences (Prezi, Go To Meetings)
- Provided travel arrangements, conference logistics and expense reimbursements
- Inventoried supplies, created reorder numbers, purchased necessary office supplies and equipment
- Prepared and presented power point presentations and web-based conferences
- Created and presented professional development seminars for business clients; provided technical support for NetDimensions (eLearning software)
- Helped accelerate social media presence by utilizing online tools to maximize brand visibility to develop strong relationships and engagement

Education

- **Master of Business Administration**, Business Benedictine University 2015
- **Bachelor of Business Administration**, Business and Economics Benedictine University 2011

Certifications

- Certified Administrative Professional, 2013
- Florida Notary, Commission Expires 2026

Service

- Deed of Restrictions Ad Hoc Committee, 2022

Board of Trustees

Meeting Agenda Memo

Date: Thursday, January 12, 2023
Title: **2023 Quarterly Townhall Meeting Schedule**
Section & Item: 10.C
Department: Administration, District Clerk
Fiscal Impact: N/A
Contact: Stephanie Brown, District Clerk, Kent Cichon, Community Manager
Attachments:
Reviewed by General Counsel: N/A
Approved by: Kent Cichon, Community Manager



Requested Action by BOT

Staff recommends the BOT approve the proposed dates for the Quarterly Townhall meetings in calendar year 2023 and authorize staff to advertise them in the Florida Today.

Background and Summary Information

On September 27, 2022, the BOT decided to defer the Townhall Meeting schedule agenda item to the January 12, 2023 BOT Meeting.

Listed below are the dates for the 2023 BOT Quarterly Townhall Meetings. Please choose one date from each month for approval.

Tentative Quarterly Townhall Meeting Dates

(Choose one)

Tuesday, April 4th, 9am-12pm

Monday, April 10th, 6-9pm

Thursday, April 27th, 9am-12pm or 6-9pm

(Choose one)

Thursday, July 6th, 6-9pm

Wednesday, July 12th, 9am-12pm

Wednesday, July 19th, 9am-12pm

Thursday, July 27th, 6-9pm

(Choose one)

Tuesday, October 3rd, 9am-12pm

Tuesday, October 17th, 6-9pm

Thursday, October 26th, 9am-12pm or 6-9pm

Board of Trustees

Meeting Agenda Memo

Date: Thursday, January 12, 2023
Title: **Valley National Bank: Qualified Depository**
Section & Item: 11.A
Department: Administration, Finance
Fiscal Impact: Undetermined
Contact: Charles Henley, Finance Manager, Kent Cichon, Community Manager
Attachments: 230112 Resolution 2023-01 - Valley Bank Amendment, Signature Card - New Logo, Bulk Filing Form - New Logo
Reviewed by
General Counsel: Yes
Approved by: Kent Cichon, Community Manager



Requested Action by BOT

BOT approval of Resolution 2023-01 identifying Valley National Bank to be a supplier of normal banking services and an authorized depository for BBRD

Background and Summary Information

On December 8, 2022, the BOT authorized the establishment of a banking relationship with Valley National Bank.

Valley National Bank requires the attached resolution to establish such a relationship with BBRD.

Staff recommends the BOT approve Resolution 2023-01 authorizing Valley National Bank to act as a depository for BBRD.

RESOLUTION 2023-01

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE
BAREFOOT BAY RECREATION DISTRICT DESIGNATING
VALLEY NATIONAL BANK AS A DEPOSITORY OF THE
DISTRICT.**

WHEREAS, the Board of Trustees is desirous of establishing Valley National Bank as an authorized depository; and

WHEREAS, the Board of Trustees has ascertained that the following resolutions are necessary to establishing Valley National Bank as an authorized depository for the District:

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

1. Valley National Bank, located and authorized to do business in Florida is hereby designated as a depository of the Barefoot Bay Recreation District.

2. The Chair of the Barefoot Bay Recreation District Board of Trustees is hereby authorized to open a bank account or accounts from time to time with Valley for and in the name of the Barefoot Bay Recreation District with such title or titles as he/she or they may designate.

3. Until the further order of the Governing Board, pursuant to Paragraph 11 hereof, the maximum amount which may be kept on deposit at Valley at any time is 100% of available funds, provided, however, that Valley shall have no duty to determine whether the balances on deposit at any time exceed such maximum amount or to take any action with regard to these deposits.

4. The Chair of the Barefoot Bay Recreation District Board of Trustees and their successor and any other person authorized by statute, regulation, or court order on behalf of the Barefoot Bay Recreation District is/are hereby authorized to sign, by hand or by facsimile (including, but not limited to, electronically generated) signature(s), checks, drafts, acceptances and other instruments (hereinafter collectively referred to as "Items(s)"). Notwithstanding the above, any Authorized Person is authorized singly to: (1) initiate Automated Clearing House ("ACH") debits without a signature; or (2) give instructions, by means other than the signing of an Item, with respect to any account transaction, including, but not limited to, the payment, transfer or withdrawal by wire, computer or other electronic means (now existing or hereafter developed), of funds, credits, items or property at any time held by Valley for account of the Barefoot Bay Recreation District.

5. The Chair of the Barefoot Bay Recreation District Board of Trustees, is hereby authorized without further action of this Governing Board to execute the Valley form entitled "Funds Transfer Agreement", thereby designating one or more individuals, whether or not such individuals be designated as "Authorized Persons", for the purpose of the verification of payment orders and issuance of written confirmations.

6. Valley is hereby authorized to honor and pay items, whether signed by hand or by facsimile (including, but not limited to, electronically generated signatures(s)). In the case of facsimile signatures, Valley is authorized to pay any Item if the signature resembles the specimens filed with Valley by the Barefoot Bay Recreation District, regardless of how or by whom such signature was affixed and whether or not the form signature used on such Item was actually prepared by or for the Barefoot Bay Recreation District. Valley is further authorized to honor and pay Depository Transfer Checks, ACH Debits, Instructions, and other orders given singly by any Authorized Person, including such as may bring about

or increase an overdraft and such as may be payable to or for the benefit of any Authorized Person or employee individually, without inquiry as to the circumstances of the issuance or the disposition of the proceeds thereof and without limit as to amount.

7. Valley is hereby authorized to accept for deposit, for credit, for collection, or otherwise, Items whether or not endorsed by any person or by stamp or other impression in the name of the Public Entity without inquiry as to the circumstances of the endorsement or lack of endorsement or the deposition of the proceeds.

8. The Barefoot Bay Recreation District agrees to be bound by the "All About Your Accounts – Account Disclosures", currently in effect and as amended hereafter, as well as any signature card, deposit ticket, checkbook, passbook, statement of account, receipt, instrument, document or other agreement, such as, but not limited to, funds transfer agreements and security procedures delivered or made available to the Barefoot Bay Recreation District from Valley, and by all notices posted at the office of Valley at which the account(s) of the Barefoot Bay Recreation District is/are maintained, or on a website that Valley maintains or participates in, in each case with the same effect as if each and every term thereof were set forth in full herein and made a part hereof.

9. The Chair of the Barefoot Bay Recreation District Board of Trustees is hereby authorized to act for the Barefoot Bay Recreation District in all other matters and transactions relating to any of its business with Valley including, but not limited to, the execution and delivery of any agreements or contracts necessary to affect the foregoing Resolutions.

10. Valley is hereby released from any liability and shall be indemnified against any loss, liability or expense arising from honoring any of these Resolution.

11. Each of the foregoing Resolutions and the authority thereby conferred shall remain in full force and effect until written notice of revocation or modification by presentation of new Resolutions and Valley's Signature Card Form shall be received by Valley, provided that such notice shall not be effective with respect to any revocation or modification of said authority until Valley shall have had reasonable opportunity to act following receipt of such notice and shall not be effective with respect to any checks or other instruments for the payment of money or the withdrawal of funds dated on or prior to the date of such notice.

12. The Chair or any other officer of the Barefoot Bay Recreation District is hereby authorized and directed to certify, under the seal of the Barefoot Bay Recreation District or not, but the like affect in the latter case, to Valley the foregoing Resolutions, the names of the officers, Authorized Persons and other representatives of the Barefoot Bay Recreation District and any changes from time to time in the said Officers, Authorized Persons and representatives and specimens of their respective signatures. Valley may conclusively assume that persons at any time certified to be officers, Authorized Persons or other representatives of the Public Entity continue as such until receipt by Valley of written notice to the contrary.

13. The authority given hereunder shall be deemed retroactive and any and all acts hereunder performed prior to the passage of these Resolutions are hereby ratified and approved.

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:

Trustee Bruce Amoss
Trustee Hurrol Brinker

Trustee Jeff Grunow
Trustee Joe Klosky
Trustee Lynn Tummolo

The Chairman thereupon declared this Resolution Done, Ordered, and Adopted on this 12th day of January, 2023.

BAREFOOT BAY RECREATION DISTRICT

By: _____

CHAIRMAN

SECRETARY



Business Name & Mailing Address

(initials) New Account information verified

BUSINESS SIGNATURE CARD

Signatures Required 1 2 3 4

Location of Business (if different from Mailing Address)

Email

Business Phone

Business Account #

Taxpayer Id#

PRINCIPAL # 1	Name	Title		
Home Address		City	State	Zip
Home Phone				
Form of ID 1	<input type="checkbox"/> Copy	Form of ID 2	<input type="checkbox"/> Copy	<input type="checkbox"/> eFunds ChexSystems
Authorized Signature		SS#	Mother's Maiden Name	

PRINCIPAL # 2	Name	Title		
Home Address		City	State	Zip
Home Phone				
Form of ID 1	<input type="checkbox"/> Copy	Form of ID 2	<input type="checkbox"/> Copy	<input type="checkbox"/> eFunds ChexSystems
Authorized Signature		SS#	Mother's Maiden Name	

PRINCIPAL # 3	Name	Title		
Home Address		City	State	Zip
Home Phone				
Form of ID 1	<input type="checkbox"/> Copy	Form of ID 2	<input type="checkbox"/> Copy	<input type="checkbox"/> eFunds ChexSystems
Authorized Signature		SS#	Mother's Maiden Name	

PRINCIPAL # 4	Name	Title		
Home Address		City	State	Zip
Home Phone				
Form of ID 1	<input type="checkbox"/> Copy	Form of ID 2	<input type="checkbox"/> Copy	<input type="checkbox"/> eFunds ChexSystems
Authorized Signature		SS#	Mother's Maiden Name	

PRINCIPAL # 5	Name	Title		
Home Address		City	State	Zip
Home Phone				
Form of ID 1	<input type="checkbox"/> Copy	Form of ID 2	<input type="checkbox"/> Copy	<input type="checkbox"/> eFunds ChexSystems
Authorized Signature		SS#	Mother's Maiden Name	

Under penalty of perjury, I (we) certify (1) that the number shown on this card is my (our) correct taxpayer identification number and (2) that I (we) are not subject to backup withholding, either because I (we) have not been notified of backup withholding as a result of a failure to report all interest or dividends, or the Internal Revenue Service has notified me (us) that I (we) are no longer subject to backup withholding. (Instruction to signer: If you have been notified by the IRS that you are subject to backup withholding due to notified payee under-reporting and have not been notified that the backup withholding is terminated you should strike out the language in clause 2 above). The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding. I (we) acknowledge receipt of Valley's Account Disclosures and Rules. I (we) acknowledge that we have read and agree to be bound by the Account Disclosures and Rules. I (we) further acknowledge that the Account Disclosures and Rules may be amended by Valley from time to time and that my (our) continued use of the account after such amendment constitutes my (our) agreement to be bound by the amended terms of the Account Disclosures and Rules.

Existing Customers – Customer Due Diligence Rule Confirmation

I also certify, under penalty of perjury, that the Beneficial Owner(s), including percentage(s) of ownership, Controlling Person and business registration previously certified to Valley National Bank for this business entity are current and accurate as of the date of this account opening. I, or another authorized representative of the legal entity will promptly notify the Bank of any changes.

Authorized Signature

Date Opened	Initial Deposit	Teller#	Br#	Date Closed	Product Opened	Referring Employee	Household #
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SPECIAL INSTRUCTIONS

Affix Facsimile Signature (stamp)



Branch: _____

Bank Representative: _____
Print Name Initial

Bulk File Business Account Form

Account Name: _____

Account Number: _____

Account Type: _____
(10=Checking, 00=Savings, 02=CD, 00 or 02=IRA, 45=Home Equity)

Date Opened: _____ Date Revised: _____

Change Reason: _____
(Name Change, Add Signature, Add POA, Add Trustee, Delete Signature for Business Acct, Other)

BUSINESS ACCTS ONLY, Name of Person(s) to be deleted:

☐ – Clone From Account Number: _____

Account Message: _____

ALL AUTHORIZED SIGNERS must sign this form for NEW ACCOUNTS and when making a Signature Change (select applicable Reason Code) to EXISTING ACCOUNTS.

AUTHORIZED SIGNATURES – please sign within the brackets]

[#1 [Name & Signer Msg: _____ <input type="checkbox"/> – Facsimile Stamp [#3 [Name & Signer Msg: _____ <input type="checkbox"/> – Facsimile Stamp [#5 [Name & Signer Msg: _____ <input type="checkbox"/> – Facsimile Stamp Power of Attorney [[Name: _____	[#2 [Name & Signer Msg: _____ <input type="checkbox"/> – Facsimile Stamp [#4 [Name & Signer Msg: _____ <input type="checkbox"/> – Facsimile Stamp [#6 [Name & Signer Msg: _____ <input type="checkbox"/> – Facsimile Stamp Trustee [[Name: _____
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Back Office Use Only

Date Scanned: _____

Scan and Email completed form to "Bulkfiling" mailbox

Board of Trustees

Meeting Agenda Memo

Date: Thursday, January 12, 2023
Title: **Shopping Center: Shaw Sublease**
Section & Item: 11.B
Department: Administration, Finance
Fiscal Impact: None
Contact: Charles Henley, Finance Manager, Kent Cichon, Community Manager
Attachments: Sublease to The Cart Guys - B1 U3 and part of 4
Reviewed by General Counsel: Yes
Approved by: Kent Cichon, Community Manager



Requested Action by BOT

BOT approval of Shaw Medical Group, LLC to sublease Building 1, Unit 3 and Part of 4 to the Cart Guys, LLC. and authorize the BOT Chair to sign an amendment to our lease with The Cart Guys of Melbourne, Inc. indicating that they would now rent Building 1, Units 3, 4 and 5 under the same terms previously agreed except for a proportional increase in base rent, CAM charges, and real estate taxes.

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 December 28, 2022, Shaw Medical Group, LLC presented to staff a sublease between Shaw Medical Group, LLC and The Cart Guys, LLC.

Paragraph 13 of the lease agreement between BBRD and Shaw Medical Group, LLC requires the prior written consent of BBRD to allow for a sublease.

Staff recommends the BOT give consent to Shaw Medical Group, LLC to sublet Building 1, Unit 3, and Part of 4 to The Cart Guys, LLC and authorize the BOT Chair to sign an amendment to our lease with The Cart Guys of Melbourne, Inc.

SUBLEASE AGREEMENT

This is an agreement to sublet real property (hereinafter known as the "Sublease") between Shaw Medical Group LLC (hereinafter known as the "Sublessor") and The Cart Guys LLC (hereinafter known as the "Sublessee").

The Sublessor agrees to sublet to the Sublessee, and the Sublessee agrees to take possession of the property located at 935 Barefoot Blvd, Suite 3 & 4, Barefoot Bay, Florida, 32976 (hereinafter known as the "Premises") under the following terms and conditions:

I. Term. Tenancy of this Sublease shall begin with the sublessee taking possession on December 1 2022 and end on July 31 2025. Under no circumstances shall there be holdover by the Sublessee.

II. Rent. The rent under this Sublease shall be \$1,079.31 payable the first (1st) of every month.

The rent shall be paid in the following manner: Check or money Order made out to BBRD (Barefoot Bay Recreational District), Payment may be given to Shaw Medical Group or directly to BBRD.

III. Utilities. The Sublessor shall not be responsible for any of the utilities.

IV. Liability. Sublessee agrees to surrender and deliver to the Sublessor the premises including all furniture and decorations within the premises in the same condition as they were at the beginning of the term with reasonable wear and tear accepted. The Sublessee will be liable to the Sublessor for any damages occurring to the premises, the contents thereof, the building/home, and any common areas. All actions conducted by any guests of the Sublessee are the responsibility and liability of the Sublessee.

V. Guests. There shall be no other persons living on the Premises other than the Sublessee. Guests of the Sublessee are allowed for periods not lasting for more than forty-eight hours unless otherwise approved by the Sublessor.

VI. Security Deposit. The Sublessor shall require a Security Deposit to be paid by the Sublessee in the amount of \$1,079.31.

Sublessor agrees that if the premises and contents thereof are returned in the same condition as received by the Sublessee, excluding reasonable wear and tear, the deposit shall be refunded to the Sublessee within 5 days after the end of the term.

Any reason for retaining a portion of the deposit shall be explained in writing within 5 days to the Sublessee.

VII. Move-in Checklist. At the time of taking possession of the premises by the Sublessee, the Sublessor and Sublessee shall not perform an inspection of the Premises.

VIII. Lead-Based Paint. The residence was not built before 1978.

IX. Master Lease. This Sublease must follow and is subject to the original lease agreement between the Sublessor and Landlord, a copy of which the Sublessor agrees to give to the Sublessee, and which is hereby referred to and incorporated as if it were set out here at length. The Sublessee agrees to assume all of the obligations and responsibilities of the Sublessor under the original lease for the duration of the Sublease.

X. Disputes. If a dispute arises during or after the term of this Sublease between the Sublessor and Sublessee, they shall agree to hold negotiations amongst themselves before any litigation.

XI. Written Agreement. This Sublease constitutes the sole agreement between the Sublessor and Sublessee with no additions, deletions, or modifications that may be accomplished without the written consent of both parties (ANY ORAL REPRESENTATIONS MADE AT THE TIME OF EXECUTING THIS LEASE ARE NOT LEGALLY VALID AND, THEREFORE, ARE NOT BINDING UPON EITHER PARTY).

XII. Language. The words "Sublessor" and "Sublessee" as used herein include the plural as well as the singular; the language in this Sublease intends no regard for gender.

XIII. Smoking Policy. Smoking on the Premises is prohibited on the entire property, including individual units, common areas, every building and adjoining properties.

XIV. Original Copies. Each signatory to this Sublease acknowledges receipt of an executed copy thereof.

XV. Landlord's Consent. The original lease between the Landlord and Sublessor does allow the right to sublet the residence.

XVI. Governing Law. This Sublease shall be bound to the laws in the State where the Premises is located.

XVII. Additional Terms or Conditions. In addition, the Sublessor and Sublessee agree that: Subletting of Unit 3 are conditional of approval by the Board of Trustees. The exact date of the beginning of the lease will commence once Shaw Medical Group has vacated the premises. Approval of the subletting of Unit 3 has been approved by BBRD by an verbal approval which is non-binding until the official approval by the BOT is made. If th esublet fails to go through, any monies will be returned to Sublessee within 5 business days. If the sublet is approved, the subletting will be temporary until a lease agreement can be made between the BBRD and the Sublessee, at which time, this lease shall become null and void and the new lease between the BBRD and sublessee will become effective.

XVIII. Date & Signature. The parties hereby bind themselves to this agreement by their authorization affixed below on December 1 2022.

Sublessor's Signature _____

Shaw Medical Group LLC

Sublessee's Signature _____

The Cart Guys LLC

ORIGINAL LEASE ATTACHED (INITIAL) _____



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: Kent A. Cichon, Community Manager

Date: January 12, 2023

Subject: Manager's Report

Resident Relations

ARCC Meeting 12/06/2022

- 1 Old Permit - approved
- 13 Consent Permits – approved
- 12 Other Permits – approved

ARCC Meeting 12/20/2022

- 23 Consent Permits – approved
- 7 Other Permits – approved, 1 tabled for survey

ARCC Meeting 1/3/23

- 1 Old Permit
- 7 Consent Permits
- 28 Other Permits

VC Meeting 12/9/22

- 11 Cases – came into compliance prior to the meeting
- 4 Cases – DOR is working with the homeowners
- 12 Cases – found to be in violation

Food & Beverage

- The first show (Cher/Garth/Huey Lewis) in the Winter Beats series is January 20, 2023, and is SOLD OUT! There are some tickets available for other shows in the Winter Beats series. Call the Administration office for ticket availability.
- A Valentines evening for everyone is planned for February 14, 2023, in Building A. There will be two seating's available, one at 4:30pm and one at 6:30pm. There is a variety of seating options for couples, friends, and singles. Tickets are on sale from 4-5pm on Thursdays in Building A.

Food & Beverage (continued)

Paradise Planners is styling the event, Simply Sarah will sing her heart out, Food and Beverage is preparing a price inclusive 4-course meal, and the bartenders will be making special craft cocktails all to create a fabulous experience on this special night. The best part is the event benefits Joe's Club located here in the Bay to help purchase needed chairs in their facility. Tickets may be purchased from 4-5pm every Thursday (until sold out) in Building A.

Property Services

- Undertook the responsibility of softball field maintenance
- Repaired the walking bridge by the tennis courts
- Repaired damaged cables on the pier
- Repaired electrical box in shopping center sidewalk
- Repaired the 19th Hole soffit
- Coordinated the installation of the new propane system for Pool #2
- Worked on heaters for Pools #1 & #2
- Worked on shop maintenance

Golf-Pro Shop

- Repairs & Maintenance
 - Softball Field renovation completed
 - Fence repair behind ABM worksite completed
- The new Golfnow POS program has been installed. Training and updates are currently being performed.
- Sandy Lobello Veterans Memorial Golf Tournament
 - January 14th
 - 8:30am or 1pm shotgun starts
 - Individual event
 - Air Sports Parachute Team will touch down on our driving range at 12:30pm
 - Call Pro shop at 772-664-3174 for details or questions