



**BAREFOOT BAY
RECREATION DISTRICT**

Barefoot Bay Recreation District Regular Meeting
September 28, 2021 at 7:00 PM
Building D&E

Agenda

Please turn off all cell phones

- 1. Thought of the Day**
- 2. Pledge of Allegiance to the Flag**
- 3. Roll Call**
- 4. Presentations and Proclamations**
- 5. Approval of Minutes**
 - A. Minutes dated September 10, 2021
- 6. Treasurer's Report**
 - A. Treasurer's Report
- 7. Audience Participation**
- 8. Unfinished Business**
 - A. Discussion of COVID-19 Precautions
 - B. Steward Medical Group Proposed Ground Lease
- 9. New Business**
 - A. *Rules for the BOT* Amendment
 - B. ADA Lifts for Pools Proposal
 - C. Building A Renovations Project: Change Order #14 Confirmation
 - D. Lease Agreement with Brevard County (Utility Services Department)
 - E. FY21 Budget Amendment - Change Order 13 to the Building A Renovations Project
 - F. FY21 Budget Amendment - Restroom Trailer by Pickle Ball/Tennis Courts.
 - G. FY22 Budget Amendment - Employee Health and Ancillary Insurance Plans Savings Allocations
 - H. FY22 Budget Amendment - Liability and Workers' Compensation Insurance Plans Savings Allocations
 - I. FY22 Budget Amendment: Audio-Visual Tech Position Reorganization
 - J. 2022 BOT and Quarterly Townhall Regular Meeting Schedule

10. Manager's Report

A. Sept. 28, 2021 Comm. Mgr. Report

11. Attorney's Report

12. Incidental Trustee Remarks

13. 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

September 10, 2021

1PM –Building D&E

Meeting Called to Order

The Barefoot Bay Recreation District Board of Trustees held a Meeting on September 10, 2021, 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. Grunow, Mr. Nugent, Mr. Morrissey, Mr. Amoss, Mr. Maino. Also, present, John W. Coffey, ICMA-CM, Community Manager, Stephanie Brown, District Clerk, Charles Henley, Finance Manager, Rich Armington, Resident Relations Manager and Matt Goetz, Property Services Manager.

Presentations and Proclamations

Chairman Maino presented the Patriots Day Proclamation and 5-year Service Award to Sally-Ann Biondolillo.

Approval of Minutes

Mr. Grunow made a motion to approve minutes dated August 24, 2021. Second by Mr. Nugent. Motion passed unanimously.

Treasurer's Report

Mr. Grunow made a motion to approve the Treasurer's Report for September 10, 2021, as read. Second by Mr. Morrissey. Motion passed unanimously.

Audience Participation

Sue and Dennis Proper-749 Lark Drive-spoke in favor of expediting the violations against 750 Lark Drive.

James Filipi-748 Lark Drive-spoke in favor of expediting the violations against 750 Lark Drive.

Jeanne Osborne-100 Cherokee Court-congratulated the BOT and staff regarding the prosperous fiscal year and paid her respects to Jack Reddy.

Richard Schwatlow-636 Marlin Circle-voiced his concern regarding the purchase of the restroom trailer bypassing the spending cap process. Mr. Repperger clarified the spending cap process, criteria and that the current purchase is considered to be a replacement, not a new project.



BAREFOOT BAY RECREATION DISTRICT

Unfinished Business

Discussion of COVID-19 Precautions

Mr. Coffey explained the temporary 30-day 1 person per golf cart rule at the Golf Course. Mr. Maino spoke in favor of the temporary rule.

BOT consensus to not impose any restrictions at this time and revisit at the next BOT meeting.

Shopping Center Electrical Upgrades Approval of Agreement

Approve Chairman Maino's execution of the draft proposed Agreement with Current Electrical Solutions, Inc.

Mr. Nugent made a motion to approve Chairman Maino's execution of the draft proposed Agreement with Current Electrical Solutions, Inc. Second by Mr. Grunow. Motion passed unanimously.

Steward Medical Group Proposed Ground Lease

Mr. Repperger made a request per Steward Health Care System, LLC Deputy General Counsel Pavan Parikh to the BOT to table this agenda item until the September 28, 2021, BOT Meeting.

Mr. Amoss made a motion to table agenda item to the September 28, 2021, BOT Meeting. Second by Mr. Morrissey. Motion passed unanimously.

New Business

DOR Violation 21-001596 750 Lark Drive (Vehicle Violations)

Mr. Nugent made a motion to refer case #21-001596 750 Lark Drive to General Counsel Repperger 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 unanimously.

DOR Violation 21-001867 750 Lark Drive (Lawn and Landscape)

Mr. Nugent made a motion to refer case #21-001867 750 Lark Drive to General Counsel Repperger 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. Morrissey. Motion passed.



BAREFOOT BAY RECREATION DISTRICT

DOR Violation 21-001516 750 Lark Drive (Condition of Property (C) Unauthorized items)

Mr. Grunow made a motion to refer case #21-001516 750 Lark Drive to General Counsel Repperger 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. Amoss. Motion passed unanimously.

Mr. Maino spoke in favor of case #21-001516 going to the top of Mr. Repperger's list. Mr. Repperger stated that the BOT cannot address individual behavior or conflict between neighbors/homeowners.

Mr. Nugent made a motion for Mr. Repperger to make violation 21-001516 his top priority. Second by Morrissey. Motion passed unanimously.

"Color Our World Cancer Free" Request for Waiver of Guest Passes for Participants to Access Pavilion

Staff recommends the BOT waive the guest pass requirement at Pool #1 area for Color Our World Cancer Free participants on October 16, 2021, from 8am to Noon so they can access the Pavilion area.

Mr. Morrissey made a motion to waive the guest pass requirement at Pool #1 area for Color Our World Cancer Free participants on October 16, 2021, from 8am to Noon so they can access the Pavilion area. Second by Mr. Amoss. Motion passed unanimously.

Restroom Trailer by Pickle Ball/Tennis Courts Award of Contract

Staff recommends the BOT award contract to Portable Restroom Trailers LLC in the amount of \$57,970.00 plus delivery for a three station (one handicap and two regular) hydraulic drop restroom trailer.

Mr. Grunow and Mr. Maino spoke in favor of the restroom trailer. Mr. Morrissey asked about a less costly option for \$37,000. Mr. Coffey responded that the \$37,000 model only had 1 restroom. Mr. Amoss asked if the trailer could be moved for special events. Mr. Coffey responded that the restroom trailer could be moved short distances.

Mr. Nugent made a motion to award contract to Portable Restroom Trailers LLC in the amount of \$57,970.00 plus delivery for a three station (one handicap and two regular) hydraulic drop restroom trailer. Second by Mr. Grunow. Motion passed unanimously.

Community Center Electrical Repairs Confirmation

Staff recommends the BOT confirm the Community Manager's approval of Complete Electric, Inc.'s bid in the amount of \$20,960.00 for electrical repairs at the Community Center, waiving the second bid requirement.

Mr. Morrissey made a motion to confirm the Community Manager's approval of Complete Electric, Inc.'s bid in the amount of \$20,960.00 for electrical repairs at the Community Center, waiving the second bid requirement. Second by Mr. Nugent. Motion passed unanimously.



BAREFOOT BAY RECREATION DISTRICT

Building A Renovations Project: Change Order #13 Confirmation

Staff recommends the BOT confirm the Community Manager's approval of Change Order #13 in the amount of \$34,292.13 for installation of a kitchen hood exhaust pipes platform to Parkit Construction, Inc.

Mr. Amoss made a motion to confirm the Community Manager's approval of Change Order #13 in the amount of \$34,292.13 for installation of a kitchen hood exhaust pipes platform to Parkit Construction, Inc. Second by Mr. Grunow. Motion passed unanimously.

FY22 Employee Pay and Classification Plan

Resolution 2021-14 Read by Mr. Repperger:

A RESOLUTION OF THE BAREFOOT BAY RECREATION DISTRICT SUPERSEDING AND REPLACING RESOLUTION 2019-17 AND ADOPTING AN EMPLOYEE PAY AND CLASSIFICATION PLAN FOR FISCAL YEAR 2021-2022; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT WITH OTHER PROVISIONS; AND, PROVIDING FOR AN EFFECTIVE DATE.

Mr. Maino asked various questions regarding the classification plan. Mr. Coffey provided clarification on what grade, minimum, mid-range and maximum is and how it is determined.

Mr. Nugent made a motion to approve Resolution 2021-14 as read. Second by Mr. Morrissey. Motion passed unanimously.

FY23 Budget Preparation Calendar

Staff requests the BOT pick from the many possible openings for the various workshops and then adopt the FY23 Budget Preparation Calendar.

Mr. Nugent made a motion for the Townhall Meeting to be held on January 18, 2022, and FY23 Budget Workshops dates of Monday, March 14, 2020, at 7pm, Thursday, March 24, 2022, at 7pm, Tuesday May 3, 2022, at 10am, and Thursday, May 5, 2022, at 7pm. Second by Mr. Grunow. Motion passed unanimously.

FY21 Audit Planning Communications Letter

Staff recommends the BOT acknowledge receipt of the Audit Planning Communications.

Mr. Amoss made a motion to acknowledge receipt of the Audit Planning Communications. Second by Mr. Morrissey. Motion passed unanimously.



BAREFOOT BAY RECREATION DISTRICT

Neighborhood Revitalization Program (NRP) Purchase Confirmation: 333 Papaya Circle

Staff recommends the BOT confirms the purchase of 333 Papaya Circle via the Neighborhood Revitalization Program.

Mr. Morrissey made a motion to confirm the purchase of 333 Papaya Circle via the Neighborhood Revitalization Program. Second by Mr. Nugent. Motion passed unanimously.

Neighborhood Revitalization Program (NRP) Purchase Confirmation: 401 Raven Drive

Staff recommends the BOT confirm the purchase of 401 Raven Drive via the Neighborhood Revitalization Program.

Mr. Morrissey made a motion to confirm the purchase of 401 Raven Drive via the Neighborhood Revitalization Program. Second by Mr. Amoss. Motion passed unanimously.

Manager's Report

Resident Relations

ARCC Meeting 08/31/2021

- 3 old business permits: 2 extensions approved and 1 tabled again (permit package is still incomplete)
- 8 consent permits: all approved
- 4 other permits: 3 approved and 1 denied

Next ARCC Meeting 09/14/2021

- Will be held in Building D/E at 9am

Violations Committee Meeting 08/27/2021

- 6 cases came into compliance prior to the meeting
- 5 cases presented and found in violation

Next Violations Committee Meeting

- Scheduled for September 10th in Bldg. D/E at 10am

August Interesting Facts

- 27 home sales
- 20 orientations presented
- 32 residents in attendance



BAREFOOT BAY RECREATION DISTRICT

Food & Beverage

Great October events. Save the dates!

- Saturday October 2, 2021
 - The German Club and Paradise Planners are holding an **Oktoberfest** in the Pool #1 area starting at noon.
 - An International Polka Band will perform on the Lakeside Stage from 12:30-4:00pm.
 - Paradise Planners will transform the area into a fairy tale German village.
 - Kegs of Warsteiner beer, a favorite of our Barefoot Bay German Club residents, will be flowing as well as brats, German potato salad, hot dogs, big pretzels, and more.
 - Tickets nor badges are required for this event.
- October 16, 2021
 - This year's annual walk for cancer is themed "**Color My World Cancer Free**" and is a fundraiser for all cancers.
 - The walk will be held under the oaks by the New Administration Building at 9am. Sign up is going on now in the CVO office.
 - There will be music, a special drink menu, snacks, and activities in the Pavilion area after the walk. BBRD Departments have a friendly competition to see who can raise the most funds for the charity. While the District collectively raised over \$5,000 of the \$14,000 raised for the Sea of Pink cause in 2019, the Administration team beat out the other Departments by raising over \$4,000. We'll see which Department can raise the bar this year.

Property Services

- Patched wash out area at the ABM worksite, larger more extensive repair coming soon
- Replaced 5 interior lights at the Shopping Center
- Replaced some damaged white bollards
- Re installed sound panels, cleaned the building, and buffed out the floors prior to re-opening of the assembly room
- Removed old office walls in the new CVO office
- Replaced the pitcher pump at the pier
- Replaced door closure assembly at the Pro Shop
- Cleaned out the gutters at the Pro Shop
- Re surfaced the Boccie ball courts in preparation of the upcoming winter season
- Installed new lights on the palms at US1
- Re-finished the flagpole at the Veteran's monument
- Ordered replacement ceiling fans for the Pro Shop men's room
- Rototilled the Softball infield
- Re-worked the TuTu walking trail and rolled it out
- Investigated issues with the AC at the Pro Shop
- Investigated and repaired leak in the men's room in Building D/E
- Began ordering materials for the refurbishment of Building D/E restrooms
- Continued to solicit bids for upcoming projects



BAREFOOT BAY RECREATION DISTRICT

Golf-Pro Shop

- End of Fiscal Year Inventory
 - Merchandise sales inside the Pro Shop will cease at 12pm on September 30th for annual BBRD inventory management

General Information

- **COVID-19 Precautions Update** – Staff has resumed nightly disinfectant fogging of all assembly and Food & Beverage buildings. Residents are urged to follow their own precautions as dictated by their individual health and risk situations.
- **November 2021 Voting Location** – The Supervisor of Elections (SoE) has decided to keep the upcoming voting site for Precinct #304 at Building D/E. Hence, the “D” side of the building will be unavailable for club/residents’ use the week prior to the election to securely store SoE equipment.
 - The BOT regularly scheduled meeting for Tuesday, October 26th will be held in Building A at 7pm.
 - The BOT townhall meeting, originally scheduled for Thursday, October 28th at 9am, will now be held in in Building A on the same date starting at 7pm.
- **FY22 R&M/Capital Projects Scheduling** – Per staff’s custom, the new fiscal year’s projects were added to the September project tracker distributed to the Trustees before the start of the meeting. Due to the anticipated continued disruptions to supply chains (anticipated to continue until at least next summer) some projects have “TBD” for delivery and/or execution dates.
- **Pool ADA Lifts Update** - Staff is currently reviewing a proposal from BBRD’s Pools Services vendor for installation of new lifts (one at each pool) and (if the proposal is found to be adequate) will place the approximate \$42,000 proposal on the September 28, 2021, BOT meeting agenda for consideration. Additionally, the proposal will be forwarded to the Trustees early next week as a read ahead.



BAREFOOT BAY RECREATION DISTRICT

Attorney's Report

Mr. Repperger stated that he sent a memo to the BOT regarding the decision made on the initial restroom trailer project in 2015. He also stated that the proposed BOT term limits had been sent to bill drafting and is on the schedule for the September 29, 2021, delegation meeting. Mr. Repperger gave an update on the Blissful Things case, and stated that he will have an update on the beach restroom pilings on the September 28, 2021.

Incidental Trustee Remarks

Mr. Grunow stated that it was good meeting and consider coming to the 9/11 memorial service.

Mr. Morrissey thanked staff for creating the speeding in Barefoot Bay list.

Mr. Amoss thank staff and cautioned residents to stop feeding the wild birds.

Mr. Maino reminded residents of the 9/11 Memorial Service.

Adjournment

The next meeting will be on September 28, 2021, at 7pm in Building D/E.

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

Meeting adjourned at 2:35pm.

Jeff Grunow, Secretary

Stephanie Brown, District Clerk

Barefoot Bay Recreation District

Treasurer's Report

September 28, 2021

Cash Balances in General Fund as of 9/20/21

Petty Cash Total Petty Cash: \$ 2,500.00

Operating Cash in Banks

MB&T Operating Account 314,708.67
Total Operating Accounts: 314,708.67

Interest Bearing Accounts

MB&T Money Market Account 1,350,681.90
SBA Reserve Account 699,810.67
Total Interest Bearing Accounts: 2,050,492.57

Total Cash Balances in General Fund: \$ 2,367,701.24

Total Daily Deposits and Assessments Received for 9/2/21 - 9/20/21

Daily Deposits: \$ 55,852.63
Interest Received: Money Market Account
Interest Received: SBA Account
Interest Received: Other Interest -
Assessments Received: -
Total Deposits Received: \$ 55,852.63

Expenditures for 9/2/21 - 9/20/21

Check Number	Vendor	Description	Check Amount
57677	ABM Landscape & Turf Services	Golf Course & Ball Field Maint. - 9/21	38,955.02
57691	MGM Contracting, Inc	Final Payment for Bldg A Towers Roof Replacement	6,075.00
57723	Parkit Construction, Inc.	Pay Request #8 Building A Reno	44,465.81
57749	EGIS Insurance Advisors, LLC	FY22 Workers Comp & Business Liability Insurance	146,153.01
57759	Health First Health Plans Inc	Employee Health Insurance: 10/21	29,619.58
57779	Tropical Demolition	Demolition and removal of 333 Papaya Cir	5,450.00
210903	Florida Department of Revenue	Sales Tax: 8/21	7,543.40
	PayChex	Payroll Taxes - for the pay period ending Aug 29, 2021	16,049.92
	United States Treasury	Payroll Taxes - for the pay period ending Sep 12, 2021	16,618.62
	PayChex	Net Payroll for the pay period ending Sep 12, 2021	57,948.31
Total Expenditures \$5,000 and above:			\$ 368,878.67

Expenditures under \$5,000: \$ 70,536.02

Total Expenditures: \$ 439,414.69

Board of Trustees

Date:

Title:

Section & Item:

Department:

Fiscal Impact:

Contact:

Attachments:

Reviewed by General Counsel: N/A

Approved by:

Meeting Agenda Memo

Tuesday, September 28, 2021

Discussion of COVID-19 Precautions

8.A

Administration, District Clerk

TBD

John W Coffey, ICMA-CM, Community Manager



Requested Action by BOT

Assessment of current conditions and consideration of possible new COVID-19 precautions.

Background and Summary Information

BBRD lifted the last COVID-19 restriction on July 1, 2021. In late July, the CDC issued additional guidance concerning facial coverings. On the August 13, 2021, the BOT decided to assess conditions and discuss possible precautions at each meeting going forward.

On September 10, 2021, staff implemented a 30 day "one-rider per cart" rule for the Golf Course in response to an uptick in positive cases in BBRD and players' concerns.

Staff requests direction from the BOT regarding this matter.

Board of Trustees Meeting Agenda Memo

Date: Tuesday, September 28, 2021

Title: **Steward Medical Group Proposed Ground Lease**

Section & Item: 8.B

Department: Administration

Fiscal Impact: Rental Max \$20,000.00 annually Initial Term/\$25,000.00 annually, each of two (2) Renewal Terms.

Contact: Cliff Repperger, General Counsel, General Counsel, John W Coffey, ICMA-CM, Community Manager

Attachments : Draft Ground Lease Agreement BBRD and Steward Medical Group, Exhibit A Legal Description for Ground Lease with Parcel Sketch, Exhibit B Conceptual Site Plan Steward Medical Group Land Lease, Executed LOI December 3, 2020 Ground Lease Steward Medical Group-BBRD

Reviewed by

General

Counsel: Yes

Approved by: John W. Coffey, ICMA-CM, Community Manager

Requested Action by BOT

Approve Commercial Ground Lease with Steward Medical Group.

Background and Summary Information

BOT executed a Letter of Intent with Steward Medical Group on December 4, 2020.

General Counsel investigated and resolved issues regarding designation of Subject Property as a “park parcel” pursuant to prior Resolution 97-1 during Spring of 2021.

Resolution of the issue required the repeal of Resolution 97-1, which was approved August 13, 2021.



STEWARD MEDICAL GROUP
AND
BAREFOOT BAY RECREATION DISTRICT
COMMERCIAL GROUND LEASE AGREEMENT

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LEASE AGREEMENT

THIS LEASE AGREEMENT (hereinafter referred to as the "Lease" or "Agreement"), made and entered into this _____ day of _____, 2021, by and between BAREFOOT BAY RECREATION DISTRICT, an independent special district of the State of Florida, having its principal office and place of business at 625 Barefoot Blvd., Barefoot Bay, FL 32976 ("BBRD" or "District") and STEWARD MEDICAL GROUP c/o STEWARD HEALTH CARE SYSTEM, LLC, a corporate entity, maintaining its principal office and place of business at 1900 Pearl Street, Suite 2400, Dallas, Texas 75201 ("Tenant").

WITNESSETH THAT:

WHEREAS, BBRD has the exclusive right and power to lease certain Property (as herein defined) located in the County of Brevard, State of Florida; and,

WHEREAS, BBRD desires to lease to Tenant, and Tenant desires to lease from BBRD, the Property upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the promises, covenants, terms and conditions herein set forth, the parties have agreed and do agree as follows:

ARTICLE 1 **LEASE AGREEMENT, TERM, RENEWAL, AND RENTAL**

SECTION 101: PROPERTY. Subject to the terms and conditions set forth hereinafter, BBRD leases hereby to Tenant and Tenant rents hereby from BBRD, the property described on Exhibit A attached hereto (the "Property"), consisting of approximately .51 acres. Exhibit A consists of both a survey sketch and legal description of the Property. A copy of Tenant's Conceptual Site Plan Aerial Illustration is attached hereto as Exhibit B ("Conceptual Site Plan") and is incorporated herein by reference. The Parties agree that this Agreement shall be amended to incorporate and replace the Conceptual Site Plan in Exhibit B with a copy of the Actual Site Plan ("Actual Site Plan") to be submitted by Tenant to the Board of County Commissions of Brevard County ("Brevard County") once final approval of the Actual Site Plan is approved by Brevard County and any other appropriate regulatory agencies. Tenant, its directors, officers, employees, agents, contractors, suppliers, customers, invitees and guests, shall have the right of ingress to and egress from the Property over adjacent property owned by BBRD, including the use of the publicly dedicated rights-of-way and BBRD controlled vehicular rights-of-way adjacent to the Leased Property if approved by Brevard County, as part of the approval of the Actual Site Plan, subject to such reasonable policies, rules, and regulations as may be established by BBRD with respect to areas controlled by BBRD.

SECTION 102. TERM AND RENEWAL

Subsection 102.1. Term of Lease. The Initial Term of this Lease shall be for a period of ten (10) years commencing on the ____ day of _____, 20__ (“Commencement Date”) and terminating on the last day of the one hundred twentieth (120th) month following the Commencement Date.

Subsection 102.2. Option to Renew. BBRD does hereby grant to Tenant the right, privilege and option to renew this Lease for two (2) additional terms of ten (10) years each, from the date of expiration of the Initial Term hereof upon the terms and conditions as herein contained, provided notice in writing to BBRD of Tenant’s intention to exercise said options is given at least one-hundred twenty (120) days prior to the expiration of the term hereof (unless lack of notice is waived by BBRD) and provided that Tenant shall not be in material default under the terms of this Lease beyond any applicable cure period at the time of such notice and provided further that this Lease is then in effect. Whenever reference is made herein to the “term” of this Lease, it shall include the Initial Term described in Section 102.1 above and the renewal terms described in this Subsection 102.2.

SECTION 103. USE OF PROPERTY

Subsection 103.1. Improvements to the Property. BBRD acknowledges hereby that Tenant is leasing the Property for the purpose of constructing, maintaining and operating a medical clinic/facility on the Property, and all other facilities necessary for or related to Tenant’s present and future business, and that in order to utilize the Property for this purpose, it will be necessary to construct buildings and other improvements (collectively, “Improvements”) upon the Property and to make alterations and renovations thereto at Tenant’s sole cost and expense. Upon the Commencement Date of this Lease, BBRD will provide authorization for Tenant to act as Applicant on its behalf for any required license, permit, or site plan applications. Tenant shall be solely responsible for all costs related to any such applications. Tenant shall use its best efforts to provide BBRD copies of any and all license, permit, and site plan applications filed with Brevard County or other regulatory agencies at least fourteen (14) days in advance of filing. Tenant’s activities shall in no way interfere with the established use of BBRD adjacent commercial shopping center and/or its related parking. Tenant shall be solely responsible for all costs associated with the extension of any required utility lines necessary to serve the Leased Property and for the construction of any required stormwater maintenance system serving the Leased Property that arises from its Improvement/development of Tenant’s Improvements. BBRD will grant any required temporary easements for development purposes so long as Tenant shall not unreasonably interfere with BBRD business operations during the Improvement/development process. The parties shall reasonably coordinate Improvement/development efforts and business operations during

development of the Leased Property. Tenant shall take the subject property "AS IS" and shall be solely responsible for any required cost(s) and expense(s) arising from any inherent site condition that creates an impediment to Improvements/development. Tenant hereby agrees to indemnify and hold harmless BBRD from any code enforcement or regulatory compliance fines or assessments levied by Brevard County or any other regulatory agency as a result of Tenant's noncompliance with any approved permit or site plan requirement(s). At the termination of this Lease and any applicable renewal term(s), BBRD shall have the option of accepting the Improvements, including a planned modular building or requiring its removal by Tenant. All Improvements such as parking, utilities, and drainage shall become property of BBRD. Except for removal of the planned modular building, Tenant shall have no obligation to remove site improvements upon termination of the Lease or renewal term(s), if any.

For purposes of this Lease, the term "Construction Period" shall mean the period from the Commencement Date (as defined in Subsection 102.1 above) until the Rent Commencement Date (as defined in Subsection 104.1 below). Tenant shall, upon obtaining any and all necessary government permits and/or approvals, have the right to change, alter, raze or add to any Improvements, or any part thereof, now existing or change, alter, or add to any Improvements, or any part thereof hereafter erected, constructed, or installed on the Property and to remove (other than the planned modular building upon termination if to be retained by BBRD) the personal property (the "Personalty") installed or placed by Tenant in, on, or about the Improvements on the Property. BBRD acknowledges and agrees that title to all future Improvements and Personality shall not be in BBRD, but is and shall remain in Tenant or any sub-Tenant of Tenant during the term of this Lease. Should BBRD accept ownership of the planned modular building at the expiration of the Lease Agreement, Tenant shall sign any appropriate title to such planned modular building over to BBRD without additional consideration.

Subsection 103.2. Delivery and Acceptance of the Property. In the event that Tenant is unable to secure necessary governmental approvals, permits, and licenses for the Improvements and/or Actual Site Plan within fifteen (15) months from the Commencement Date, then this Lease shall be null and void ab initio, and neither party shall have any further obligation to the other hereunder, and payments previously made by Tenant to BBRD shall be retained by BBRD. BBRD shall not be required to expend any money or incur any costs in assisting Tenant in securing approval for Improvements. BBRD does not guarantee the successful or timely issuance of said approvals, grants, permits, or authorizations by any governmental agency.

Subsection 103.3. Payment and Performance Bond. Prior to entering into any contract for the construction, improvement or repair of any building or structure, or for any other construction project, on the Property, Tenant shall require its contractor(s) to execute a payment and performance bond ("Bond") with a surety insurer authorized to do business in the State of Florida as surety. If Tenant acts as general contractor for any

such project, then Tenant shall itself execute the Bond. Upon execution, Tenant shall record the Bond in the Public Records of Brevard County, Florida and deliver a copy of the Bond to BBRD. The Bond shall be conditioned upon the contractor's performance of the construction work in the time and manner prescribed in the contract and promptly making payments to all persons defined in Florida Statute §713.01 who furnish labor, services, or materials for the accomplishment of the work provided for in the contract. The Bond shall not contain any provision that restricts the classes of persons defined in Florida Statute §713.01, or that purports to affect the venue of any proceeding relating to the Bond. The amount of the Bond shall equal the contract price. The Bond must state on its front page: 1) the name, principal business address and phone number of the contractor, the surety, and BBRD as owner of the Property; 2) the contract number if applicable; and, 3) a description of the project sufficient to identify it. The Bond shall in all other respects meet the requirements of Florida Statute §255.05, regardless of whether BBRD is party to the contract or whether the project constitutes a public work. In lieu of the Bond required by this Subsection, a contractor may file with BBRD an alternative form of security in the form of cash, money order, certified check, cashier's check or irrevocable letter of credit in an amount equal to the contract price.

SECTION 104. BASE RENT AND ADJUSTMENTS

Subsection 104.1. Base Rent. Except during the "Rent Abatement Period" and the 3-month extension thereof (if applicable), Annual base rent during the Initial Term shall be twenty thousand dollars (\$20,000.00) annually, payable by Tenant in twelve (12) equal monthly installments each year of the Initial Term. Except as otherwise set forth in this Section, Total base rent during the Initial Term shall be \$200,000.00. BBRD agrees to remit such sales tax to the State of Florida or other legal BBRD as required by law.

Annual base rent during each Renewal Term shall be twenty-five thousand dollars (\$25,000.00) annually, payable by Tenant in twelve (12) equal monthly installments throughout each year of the Extension Term. Total base rent during each Renewal Term shall be \$250,000.00.

Rent under the Lease shall be abated for a period of nine (9) months from the Commencement Date of the Lease (the "Rent Abatement Period"), during which Rent Abatement Period Tenant shall pursue permitting approval and build-out on the Leased Property. In the event a Certificate of Occupancy/Completion has not been issued on or before expiration of the Rent Abatement Period, Tenant shall be entitled to one (1) three (3) month extension of the Rent Abatement Period (for a cumulative total of twelve (12) months for build-out of Improvements). In the event a Certificate of Occupancy/Completion has not been issued following the 3-month extension of the Rent Abatement Period, rental payments shall commence at half base monthly rent effective on the first annual anniversary

of the Commencement Date of the Lease for a period not to exceed three (3) months (“Half Rent Commencement Date”). Unless otherwise agreed to by both parties, upon the earlier of either the issuance of a Certificate of Occupancy/Completion or fifteen (15) months from the Commencement Date of the Lease, full rental payments shall commence (“Rent Commencement Date”).

Subsection 104.2. Additional Rent for Ad Valorem Taxes. Tenant shall pay to BBRD as additional monthly rent one twelfth (1/12) of the estimated annual ad valorem tax bill and any non-ad valorem fees and assessments on the Property, plus sales tax. Upon determination of the actual taxes due on the Property, Tenant shall, within thirty (30) days of BBRD’s notice of additional sums due pursuant to the tax bill, pay any such additional sums owed bill to BBRD, and in the event Tenant has overpaid them, Tenant shall receive a credit toward its next monthly tax payment, and continue receiving a credit until the tax credit is used up. For purposes of estimating the tax payments to be paid by Tenant hereunder, BBRD shall use the prior tax year billing, which the parties acknowledge does not include planned improvements or increase in land valuation. Payment of applicable taxes is addressed further in Article 3 to this Lease.

SECTION 105. DELINQUENT PAYMENTS. If any rent payment is not received by BBRD within five (5) days after such payment is due, then a delinquent fee of one and one half percent (1.5%) of the actual undisputed past due amount shall be added to the rent payment and shall be paid by Tenant to BBRD. Tenant’s failure to pay any installment of rent within thirty (30) days after the installment is due shall constitute an event of default under the terms of the Lease.

ARTICLE 2 **BBRD AND TENANT OBLIGATIONS**

SECTION 201. COMPLIANCE WITH ALL LAWS. Tenant agrees that the business to be operated by it on the Property will not be operated in such a manner as to constitute a nuisance (based upon the usage of surrounding land on the Commencement Date) or a hazard and that in connection with the operation of the business, Tenant will substantially observe and comply with all applicable material laws, ordinances, orders and regulations applicable to the business operated by Tenant on the Property. BBRD warrants and represents that on the Commencement Date, the Property is in compliance with all applicable laws, rules, ordinances, orders, and regulations (Laws, including, without limitation, Laws regarding Hazardous Wastes).

SECTION 202. REPAIRS AND ALTERATIONS. BBRD shall not be obligated to maintain the Property or the Improvements thereon during the Lease term or any renewal hereof unless required due to the negligence or willful act of BBRD.

Tenant agrees, at its sole cost and expense, to maintain all of the Improvements, including any parking and service areas, in a good state of repair and to keep the Property in a reasonably clean, neat and orderly condition.

SECTION 203. UTILITIES AND SITE ACCESS. BBRD will cooperate with the Tenant in allowing the Tenant access to the adjacent shopping center property owned by BBRD for the purpose of the Tenant's preparation of required engineering studies and application process necessary to extend utilities and transportation access to the Leased Property. The capacity and availability of public and private utilities is not guaranteed by BBRD. Further, BBRD cannot guarantee approvals for road entrances, traffic island crossovers, signalization, turning lanes, acceleration lanes, etc. or any other traffic control items required by Brevard County. In the event a critical utility (potable water, sewer, electricity, and/or telecommunications) or adequate transportation access cannot be made available to the Property within fifteen (15) months of the Commencement Date, Tenant may terminate this Lease without prejudice. Unless otherwise stated in the Lease, Tenant is responsible for all costs associated with the extension of utilities, both public and private, to the Property and Improvements necessary to provide transportation access.

Tenant shall have the right to grant any easements, rights of way, and licenses required by any public or quasi-public utility company with respect to the construction, operation and use of the Improvements and Personalty. BBRD shall execute any instruments any such public or quasi-public utility companies may reasonably request or require from BBRD; provided, however, that in each case such easement, right of way or license (i) does not materially impair the value, utility and remaining useful life of the Property, (ii) is reasonably necessary in connection with the construction, operation or use of the Improvements and the Personalty, and (iii) does not cause the Property or any portion thereof to fail to comply with all material requirements of law.

SECTION 204. UTILITY CHARGES. Tenant shall be responsible for charges for electricity, water, sewer, solid waste, or any other utility or service consumed in connection with the occupancy of the Property by Tenant.

SECTION 205. ADDITIONAL TENANT OBLIGATIONS. Brevard County will determine if the Improvements are of sufficient size to require a transportation concurrency study and/or other traffic access

studies. Tenant is responsible for all studies and costs associated with this requirement, as well as the assessments and improvements required by Brevard County. In addition, Tenant is responsible for all transportation, utility and other impact fees associated with this project levied by Brevard County.

SECTION 206. FAILURE OF TENANT TO COMPLETE CONSTRUCTION.

A. Tenant shall substantially complete construction of the Improvements on or before fifteen (15) months from the Commencement Date of this Lease unless the delay in construction was caused by elements of Force Majeure in which event this period shall be extended by BBRD for a reasonable length of time to allow Tenant to complete the construction of its Improvements.

B. In the event Tenant fails to complete said Improvements by the date specified herein or the date of any extensions granted by BBRD, then BBRD shall have the right to terminate this Lease without obligation of BBRD to pay Tenant any compensation for work performed and funds expended prior to such termination, provided, however, that BBRD delivers written notice to Tenant at least (90) ninety days in advance of the termination date specified in the notice and giving Tenant the opportunity to cure the development failure within said ninety day period.

SECTION 207. ADDITIONAL COVENANTS, WARRANTIES AND REPRESENTATIONS OF BBRD. BBRD warrants and represents that there are (i) no mortgages, liens or encumbrances, (ii) no covenants or restrictions, and (iii) no agreements with third parties, which may prevent or impair BBRD from performing any of its covenants under this Lease.

SECTION 208. SIGNS. Tenant shall have the right to erect and maintain such sign or signs on the Property and Improvements as may be permitted by applicable law.

SECTION 209. EXCLUSIVITY. Except for that certain lease between BBRD and Shaw Medical Group, LLC with a commencement date of August 1, 2020 (the "Nurse Practitioner Lease"), and as such Nurse Practitioner Lease may be amended or renewed, BBRD agrees that the provision of professional medical services shall at all times during the Initial Term or any Renewal Term be exclusive to Tenant. Except for the Nurse Practitioner Lease, and as such Nurse Practitioner Lease may be amended or renewed, BBRD agrees it shall not enter into a medical office space lease with a medical service provider other than Shaw Medical Group during the Initial Term or any renewal

Term, nor shall BBRD allow any shopping center tenants to assign and/or change use of their respective Leased Property in a manner that competes with Tenant.

ARTICLE 3

TAXES

SECTION 301. AD VALOREM TAXES. Tenant shall pay according to the method hereinabove described all ad valorem taxes levied or assessed against the Property, plus sales tax, by the appropriate governmental authorities as a result of Tenant's occupancy or use of the property pursuant to this Lease, whether the billing is addressed to BBRD or Tenant, together with all taxes levied against any stock of merchandise, furniture, furnishings, equipment and other property located in, on or upon the Property.

Tenant shall have the right to contest the validity or amount of any ad valorem tax imposed against the Property and the Improvements at Tenant's sole cost and expense, however, Tenant's contest of the validity of any tax imposed against the Property and Improvements shall not relieve Tenant of its obligation to pay the monthly tax payments called for in Section 104.2 above. In the event Tenant is successful in its contest of the tax and as a result the tax is changed, then BBRD agrees to adjust the monthly tax payment due to reflect the new tax assessment, and Tenant agrees to pay any sums necessary to bring the monthly payments on deposit with BBRD to an amount sufficient to pay the annual tax bill when it comes due. Upon adjudication (including all appeals) of such contest, Tenant shall pay all court costs, interest, penalties and other expenses related to the appeal.

SECTION 302. SOLID WASTE FEES. Tenant shall pay according to the method hereinabove described, all solid waste fees assessed against the Property, plus sales tax, by the appropriate governmental authorities as a result of Tenant's occupancy or use of the Property pursuant to this Lease, whether the billing is addressed to BBRD or Tenant.

SECTION 303. STORM WATER FEES. Tenant shall pay according to the method hereinabove described, all storm water fees assessed against the Property, plus sales tax, by the appropriate governmental authorities as a result of Tenant's occupancy or use of the Property pursuant to this Lease, whether the billing is addressed to BBRD or Tenant.

SECTION 304. EMERGENCY AMBULANCE/EMS FEES. Tenant shall pay according to the method hereinabove described, all emergency ambulance/EMS fees assessed against the Property, plus sales tax,

by the appropriate governmental authorities as a result of Tenant's occupancy or use of the Property pursuant to this Lease, whether the billing is addressed to BBRD or Tenant.

SECTION 305. OTHER TAXES AND FEES. Tenant shall pay as a result of Tenant's occupancy or use of the property pursuant to this Lease, according to the method described above, any and all taxes, fees, or assessments, plus sales tax, that may be levied and not know at this time.

ARTICLE 4 **INSURANCE AND INDEMNITY**

SECTION 401. LIABILITY INSURANCE. In addition to such insurances as may be required by law, Tenant shall maintain, without lapse or material chance, for so long as it occupies the Property and Improvements, the following insurance:

(A) Commercial General Liability Insurance, including Contractual Liability, to cover Tenant's Property and Improvements and operations, in an amount not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage. BBRD must be shown as an additional insured with respect to this coverage. Coverages shall be for each occurrence, with either no aggregate or an annual policy aggregate of no less than twice the amount of coverage required for each occurrence. In the event that Tenant's available coverage falls below the per occurrence amount shown above, Tenant shall secure a new certificate of insurance evidencing the required coverage.

(B) Automobile Liability Insurance covering all owned, non-owned and hired vehicles (including ground or mobile equipment) used by Tenant in connection with its operations under this Agreement in an amount not less than:

(1) \$1,000,000 combined single limit per occurrence for bodily injury and property damage covering all vehicles and ground and mobile equipment used by Tenant in connection with its business operation; and/or

(2) \$1,000,000 combined single limit per occurrence for bodily injury and property damage covering such vehicles being used by Tenant on the Leased Property.

(C) The insurance coverages required shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the operations of Tenant under this Agreement. All insurance policies required pursuant to the terms of this Agreement shall be issued in companies approved to do business under the laws of the State of Florida. Such companies must be rated no less than "A" as to management, and no

less than “V” as to strength in accordance with the latest edition of “Best’s Insurance Guide”, published by A.M. Best Company, Inc., or its equivalent, subject to approval of BBRD’s General Counsel.

SECTION 402. PROPERTY INSURANCE:

(A) Builders Risk and Hazard Insurance: Tenant, at its sole cost and expense, throughout the term of this Agreement, shall keep the Improvements insured on an “All Risk” basis in an amount not less than 100% of the full replacement value of the Improvements against loss or damage (in excess of a reasonable per occurrence deductible amount, which shall be the responsibility of Tenant) by fire, lightning, tornado, hurricane, windstorm, hail, flood, earthquake, explosion, riot, riot attending strike, civil commotion, vandalism and malicious mischief, sprinklers and sprinkler leakage, aircraft, vehicles and smoke, or any other casualty in an amount not less than 100% of the full replacement value of the Improvements to the extent such coverage is commercially available at commercially reasonable rates. The full replacement value of the Improvements shall be established as of the Commencement Date of this Lease and shall be established at intervals of not more than three (3) years thereafter, by any professional property evaluators used by BBRD for establishing replacement values for BBRD property. Any deficiency in the amount of the proceeds from such property insurance resulting from a failure by Tenant to re-establish the full replacement value of the Improvements shall be the sole responsibility of Tenant. In addition, BBRD shall be shown on the policies as a loss payee.

(1) Damage or Destruction and Restoration of the Improvements: In case of damage to or loss of all or a portion of the Improvements, Tenant shall give prompt notice thereof to BBRD; and, Tenant shall promptly commence and complete with due diligence (subject only to delays beyond its reasonable control), the restoration of the damaged or destroyed portion of the Improvements as nearly as reasonably practicable to the value and condition thereof immediately prior to such damage or destruction. In the event of such damage or destruction, the proceeds of all property insurance policies shall be used to restore the facility to make it function for the uses permitted under Article 1. Tenant shall receive reimbursement from the proceeds of all property insurance policies for the Improvements and shall be obligated to provide any additional monies necessary for such restoration.

(B) Business Interruption Insurance: Tenant at its sole cost and expense throughout the term of this Agreement, shall maintain business interruption insurance at a minimum, in an amount sufficient to continue making land rental, and payments of taxes and insurance, during the rebuilding period as a result of damage to the Improvements.

SECTION 403. INSURANCE CERTIFICATES: Prior to the commencement of operations hereunder and annually thereafter, Tenant shall furnish or cause to be furnished certificates of insurance to BBRD which certificates shall clearly indicate that:

- (A) Tenant has obtained insurance in the types, amounts and classifications as required for strict compliance with this Article;
- (B) The policy cancellation notification provisions specify at least thirty (30) days advance written notice of cancellation to BBRD;
- (C) BBRD is named as an additional insured with respect to Tenant's commercial general liability policies;
- (D) BBRD is named as a loss payee with respect to Tenant's builder's risk and property insurance policies; and
- (E) On said insurance certificates, liability coverage shall include contractual liability and notification of cancellation.

SECTION 404. ADDITIONAL INSURANCE: In addition to the types and levels of coverage provided in this Article, BBRD reserves the right to require Tenant to provide additional types of coverage and/or different or higher levels of coverage from time to time during this Agreement, upon issuance of notice in writing to Tenant, which notice shall automatically amend this Agreement effective 90 days after such notice. If such coverage is not commercially available, reasonable documentation with respect thereto shall be provided by Tenant to BBRD.

SECTION 405. COMPLIANCE: Compliance with the requirements of this Article 4 shall not relieve Tenant of its liability under any other portion of this Agreement or any other agreement between BBRD and Tenant.

SECTION 406. RIGHT TO EXAMINE: BBRD reserves the right, upon reasonable notice, to examine true copies of applicable portions of policies of insurance (including but not limited to binders, amendments, exclusions, riders and applications) to determine the true extent of coverage. Tenant agrees to permit such inspection at the offices of BBRD.

SECTION 407. PERSONAL PROPERTY: Any personal property of Tenant or of others placed on the Property and Improvements shall be at the sole risk of Tenant or the owners thereof, and BBRD shall not be liable for any loss or damage, except to the extent such loss or damage was caused by the negligence or willful misconduct of the BBRD, as limited by Section 768.28, Florida Statutes.

SECTION 408. INDEMNIFICATION. Tenant shall indemnify and hold harmless BBRD and its Trustees, officers, employees, agents, attorneys, and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, that BBRD or its Trustees, officers, employees, agents, attorneys or instrumentalities may be subject to as a result of claims, demands, suits, causes of action or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by Tenant, the Tenant's business activities, and/or the actions of Tenant's employees, agents, servants, partners, principals, contractors, subcontractors, sub-Tenants, or invitees. Tenant shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or action of any kind or nature in the name of BBRD, where applicable, including appellate proceedings, and shall pay costs, judgments and attorney's fees which may issue thereon. Tenant expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by Tenant shall in no way limit the responsibility to indemnify, keep and save harmless and defend BBRD or its Trustees, officers, employees, agents, attorneys, and instrumentalities as herein provided. The obligation of Tenant hereunder shall survive the termination of this Agreement. Such payment on behalf of BBRD shall be in addition to any and all legal remedies available to BBRD and shall not be considered to be BBRD's exclusive remedy. In agreeing to this provision, BBRD does not intend to waive any defense or limit of sovereign immunity to which it may be entitled under Section 768.28, Florida Statutes or otherwise provided.

ARTICLE 5

PREVENTION OF USE OF THE PROPERTY

If, after the effective date of this Lease, Tenant is precluded or prevented from constructing or operating the Improvements on the Property as contemplated by Tenant by reason of any zoning law, zoning ordinance or zoning regulation of any public BBRD having jurisdiction over the Property, and such prohibition shall continue for a period of at least ninety (90) days, then Tenant may terminate this Lease by giving to BBRD not less than thirty (30) days prior written notice of termination.

ARTICLE 6

DEFAULT BY TENANT

As used in this Lease, the term "event of default" shall mean any of the following:

(A) The failure of Tenant to fulfill any duty or obligation imposed on Tenant by this Lease;

(B) The filing by Tenant of a petition or other request for any remedy or relief under the U.S. Bankruptcy Code, the appointment of a receiver over Tenant or Tenant's assets, an assignment by Tenant for the benefit of creditors, or the participation by Tenant in any insolvency proceeding including the filing of an involuntary petition under 11 U.S.C. §303 that is not dismissed within ninety (90) days; without limiting the foregoing, this Subsection would apply to any ancillary proceedings or related relief in any insolvency type proceeding in any jurisdiction in the world;

(C) The taking or the attempted taking of the Tenant's leasehold interest hereunder pursuant to an execution on a judgment or otherwise.

Upon the happening of any event of default under paragraphs "(B)" or "(C)" of this Article 6, or upon Tenant's failure to pay rent when due hereunder, BBRD may, at its option, immediately terminate this Lease and evict Tenant therefrom without prejudice to any other remedy. However, upon the happening of an event of default under "(A)" of this Article 6, except for the failure to pay rent before the exercise of such option, BBRD shall give written notice of such event to Tenant, which shall have thirty (30) days thereafter within which to remedy or correct such default.

ARTICLE 7 **DEFAULT BY BBRD**

If BBRD fails to perform any of its covenants, agreements or other obligations under this Lease, and such failure continues for a period of thirty (30) days after receipt by BBRD of written notice of such failure, or in the event of emergency promptly after written notice, then Tenant shall have the right (but not the obligation) to take such actions, and to expend such monies, after BBRD's approval of the written quote for such expenditures prior to Tenant authorizing the expenditure, as Tenant reasonably deems necessary or appropriate to perform BBRD's covenants, agreements or obligations and BBRD provides written notification it cannot remedy such failure. In such event, Tenant shall be entitled to set-off against base rent otherwise due hereunder all amounts which Tenant expends to perform BBRD's obligations. The foregoing rights of self-help and set-off shall be in addition to, not in lieu of, any rights and remedies which Tenant has at law, in equity or under this Lease.

ARTICLE 8 **REAL ESTATE COMMISSION**

BBRD and Tenant covenant and warrant one each to the other that it has not authorized any person, firm or corporation as a real estate agent or broker to deal on behalf of BBRD with Tenant or Tenant with BBRD, and BBRD and Tenant agree to indemnify and hold each other harmless from any claim for remuneration, commissions or broker's fees arising out of this transaction and Lease.

ARTICLE 9 **IDENTITY OF INTEREST**

The execution of this Lease or the performance of any act pursuant to the provisions hereof shall not be deemed or construed to have the effect of creating between BBRD and Tenant the relationship of principal and agent or of a partnership or of a joint venture, and the relationship between them shall be and remain only that of BBRD and Tenant.

ARTICLE 10 **NOTICES AND REPORTS**

Any notice, report, statement, approval, consent, designation, demand or request to be given or any option or election to be exercised by a party under the provision of this Lease shall be effective only when received and when made in writing and delivered (or mailed by registered or certified mail with postage prepaid or by Federal Express to the other party at the following address:

BBRD:	John Coffey, ICMA-CM Community Manager Barefoot Bay Recreation District 625 Barefoot Blvd. Barefoot Bay, Florida 32934
Tenant:	Sanjay K. Shetty, MD Executive Vice President Steward Medical Group c/o Steward Health Care System 1900 N. Pearl Street Suite 2400 Dallas, TX 75201

Provided, however, that either party may designate a different address from time to time by giving to the other party notice in writing of the change. Rental payments to BBRD shall be made by Tenant at BBRD's address provided herein.

ARTICLE 11
MEMORANDUM OF LEASE

Either party may file a Memorandum of the Lease with the Property Appraiser's Office or have the Lease recorded by the Clerk of Court at the filing or recording party's sole expense.

ARTICLE 12
ENTRY OF BBRD

BBRD may enter the Property during business hours with reasonable advance notice (not less than three (3) business days, except in emergencies constituting an immediate threat to life or property) and subject to Tenant's security rules and regulations:

- (A) To inspect or protect said Property;
- (B) To determine whether Tenant is complying (as required under this Lease) with the applicable laws, orders or regulations of any lawful BBRD having jurisdiction over the Property or any business conducted therein; or
- (C) To exhibit the said Property to any prospective purchaser when Tenant is in default of this Lease or has notified BBRD of intention to terminate this Lease or during the last six (6) months of the Initial Term or any Renewal Term of this Lease.

No authorized entry by BBRD shall constitute an eviction of Tenant or a deprivation of its rights or alter the obligation of BBRD or create any right in BBRD adverse to the interest of Tenant hereunder, provided BBRD shall not unreasonably interfere with Tenant's use and occupancy of the Property or Tenant's business operations.

ARTICLE 13
LEASE EXPIRATION

At the expiration of the Lease, all improvements erected on the Property shall become the sole property of BBRD. Any and all trade fixtures, signs, and other personal property placed on the Property by Tenant (other than the planned modular building) shall remain Tenant's sole property, and Tenant shall have the right to remove the same within ten (10) days after expiration of the Lease, provided any damages caused by such removal are repaired by Tenant at the time of removal. In the event Tenant fails to remove its personal property within ten (10) days after expiration of the Lease, said failure to remove shall be deemed to be an abandonment of the property. In the event of such abandonment, BBRD shall have the right to remove and sell or dispose of the personal property without providing Tenant with any notice of removal, sale, or disposal of the personal property, and without any

liability to the Tenant. All monies received from any sale or disposal of the personal property by BBRD shall first be used to reimburse BBRD for any expenses incurred including without limitation attorney's fees and costs of all kind and nature, and the balance remaining after setting off any sums still owed by Tenant to BBRD shall be remitted to the Tenant. BBRD shall have the option of accepting the modular building or requiring its removal by Tenant at the expiration or termination of this Lease. Should BBRD accept ownership of the planned modular building at the expiration of the Lease Agreement, Tenant shall sign any appropriate title to such planned modular building over to BBRD without additional consideration.

ARTICLE 14

QUIET ENJOYMENT

Subject to the provisions of this Lease, BBRD covenants that Tenant, on paying the rent and performing the covenants of this Lease on its part to be performed, shall and may peaceably and quietly have, hold, and enjoy the Property for the term of this Lease. BBRD represents that it has the authority to execute this Lease and that it has obtained all necessary governmental authorizations or approvals to execute this Lease and that this Lease constitutes a valid and binding obligation of BBRD, enforceable against BBRD in accordance with its terms.

ARTICLE 15

BBRD POLICIES

From time to time, BBRD may adopt and amend Policies with respect to the occupancy and use of the Property. Tenant shall observe and obey such Policies and shall require its officers, agents, employees, subtenants, contractors, and suppliers, to observe and obey the same. BBRD reserves the right to deny access to the Property to any person or entity that fails or refuses to obey and comply with such Policies, or any applicable laws. BBRD's Policies will not be inconsistent with the terms of this Lease, nor with BBRD's governing documents, nor with any Brevard County Ordinance. Tenant shall be furnished a current copy of BBRD's Policy Manual and any amendments thereto within ten (10) days of the Commencement Date of this Lease Agreement.

ARTICLE 16

NONDISCRIMINATION

Tenant covenants and agrees, as a covenant running with the land comprising the Property, that it will not discriminate against anyone in any protected class including, but not limited to race, creed, color, national origin, religion, gender, or sexual orientation pursuant to any title of the of the Civil Rights Act of 1964 applicable to BBRD,

and as said regulations may be amended.

ARTICLE 17 **WARRANTIES**

BBRD warrants that upon commencement of the Lease term, the Property will be free and clear of all encumbrances except ad valorem taxes for the current calendar year and easements and restrictions of record; that there are no easements and/or restrictions of record or otherwise, which will (i) impair, preclude or adversely affect Tenant's use and development of the Property, as contemplated by this Lease, (ii) interfere with Tenant's rights under this Lease, or (iii) interfere with BBRD's ability to perform its covenants and obligations under this Lease; that BBRD has full power and BBRD to execute this Lease and that it will warrant and defend the leasehold interest created hereby against all parties whomsoever and that Tenant upon observing and complying with the terms, covenants and conditions of this Lease shall enjoy the use and occupancy of the Property during the Lease term and any renewals thereof.

ARTICLE 18 **ASSIGNMENT AND SUBLETTING**

Tenant shall not assign this Lease or sublet the Leased Property or any portion thereof, or otherwise transfer any right or interest hereunder, without the prior written consent of BBRD, which consent shall not be unreasonably withheld or delayed. If BBRD consents to the assignment, subletting, or other transfer of any right or interest hereunder by Tenant, such approval shall be limited to the particular instance specified in the consent and Tenant shall not be relieved of any duty, obligation, or liability under the provisions of this Lease. In the event Tenant wishes to assign this Lease to another party, and BBRD consents to the assignment there will be a \$2,500 administrative fee charged to Tenant.

ARTICLE 19 **ENVIRONMENTAL REPRESENTATIONS, WARRANTIES, AND INDEMNIFICATION**

SECTION 1901. ENVIRONMENTAL REPRESENTATIONS AND WARRANTIES BY TENANT.

Tenant represents and warrants that it will comply and will be in compliance in all material respects with all

applicable environmental laws, ordinances, orders or decree of all state, federal, municipal, or other governmental body or agency, as it relates to the subject Property.

Tenant further warrants that no hazardous or toxic waste or hazardous substances (as defined in the Comprehensive Environmental Compensation and Liability act of 1980, as amended, the Resources Conservation and Recovery act of 1986, as amended, or any successor or similar law) will be processed, discharged, stored, treated, disposed of or managed by Tenant, its assigns, subtenants, agents or contractors at the Property subject to this Lease other than in accordance with all federal, state and local environmental laws, regulations, codes or ordinances.

SECTION 1902. ENVIRONMENTAL INDEMNIFICATION BY TENANT. Tenant hereby agrees to indemnify, defend and hold BBRD harmless from and against any and all claims, lawsuits, losses, liabilities, damages, and expenses (including without limitations cleanup costs and reasonable attorney's fees arising by reason of the aforesaid or an action against Tenant under this indemnity) resulting directly or indirectly from, out of or by reason of (i) any Hazardous Waste being located on the Property which is attributed to Tenant, its officers, directors, employees, agents, assigns, subtenants, guest, invitees, contractors, or subcontractors, or (ii) any breach of Section 1901 or (iii) an Environmental Complaint occurring as a result of occupancy of the Property by Tenant, its subtenants or assigns. "Environmental Complaint" as used in the Lease means any complaint, order, citation or notice from a governmental or private person or entity with regard to any federal, state or local environmental and safety laws, regulations, codes or ordinances.

ARTICLE 20 **MORTGAGE INTEREST**

Notwithstanding any provision of this Lease agreement to the contrary, the provisions herein-after set forth shall apply to the holder of record of a first mortgage on Tenant's interest herein:

(A) Tenant shall have the right to mortgage Tenant's interest under this Lease to a federal or state savings and loan association, bank or trust company, insurance company, pension fund or trust or other institutional lender authorized to make leasehold mortgage loans in the State of Florida without obtaining the prior consent of BBRD, subject, however, to the other terms and conditions of this Lease.

(B) If Tenant shall mortgage its leasehold interest and if the holder of the mortgage shall forward to BBRD a copy of the recorded Mortgage together with a written notice setting forth the name and address of the leasehold mortgagee, then, until the time that the leasehold mortgage shall be satisfied or record, the following provisions of this paragraph shall apply.

(C) When giving notice to Tenant with respect to any default under the provisions of this lease, including the failure of Tenant to pay rent, BBRD will also serve a copy of such notice upon the leasehold mortgagee(s), which copy shall be sent by BBRD by Certified Mail, Return Receipt Requested, to such mortgagee(s), which notice must specify the nature of each such default.

(D) The leasehold mortgagee, upon receipt from BBRD of the notice referred to in subparagraph (C) above, shall have, in addition to any period of grace extended to Tenant under the terms and conditions of this Lease, a period of sixty (60) days within which to cure the default or cause the same to be cured, or to commence to cure such default with diligence and continuity; provided, however, that as to any default of Tenant for failure to pay rent, the leasehold mortgagee shall be given written notice of such default by certified mail by BBRD, and the leasehold mortgagee shall have thirty (30) additional days from the date the notice of default was mailed within which to cure such default.

(E) In case Tenant shall default under any of the provisions of this Lease, the leasehold mortgagee shall have the right to cure such default, whether the same consists of the failure to pay rent or the failure to perform any other matter or thing which Tenant is required to do or perform, and BBRD shall accept such performance on the part of the leasehold mortgagee as though the same had been done or performed by Tenant. BBRD further agrees, that in the case of any default by Tenant, so long as no default in respect of the payment of rent shall exist hereunder, that BBRD will take no action to effect a termination of the term of this Lease by the serving of a notice by reason of any such default, without first giving to the leasehold mortgagee a reasonable time, not to exceed sixty (60) days from the mailing of notice by BBRD, except payment of rent which shall be cured by leasehold mortgagee within thirty (30) days of mailing of notice, within which to cure said defaults [(i) to obtain possession of the premises (including possession by receiver) and cure such default in the case of a default which is susceptible of being cured when the leasehold mortgagee has obtained possession; or (ii) to institute foreclosure, or otherwise acquire Tenant's interest under this Lease, with diligence and continuity and, thereafter to commence and diligently proceed to cure such default; provided, however, that the leasehold mortgagee shall not be required to continue such possession or continue such foreclosure proceedings if the default which would have been the reason for serving such a notice shall be cured, and provided further, that nothing herein shall preclude BBRD from exercising any rights or remedies under this Lease with respect to any other default by Tenant during any period of such forbearance.] BBRD agrees to recognize the leasehold mortgagee as Tenant under this Lease for so long as the leasehold mortgagee holds this Lease as a result of a foreclosure of its mortgage or as a result of the assignment of this Lease in lieu of foreclosure, or otherwise, whereupon such leasehold mortgagee shall immediately become and remain liable under this Lease, except as provided below without having to obtain the consent of BBRD to same. In such event, the term "Tenant"

as used in this section, means only the owner or holder of Tenant's interest for the time being so that in the event of a sale, assignment or other disposition of Tenant's interest in this Lease by the leasehold mortgagee, the mortgagee shall be entirely freed and released of all covenants and obligations of Tenant under this Lease.

(F) References in this lease to acquisition of Tenant's interest in this lease by the leasehold mortgagee shall be deemed to refer, where circumstances require, to acquisition of Tenant's interest in this lease by any purchaser at a sale on foreclosure of the leasehold mortgage, and all provisions to the leasehold mortgagee in such instance or instances shall also be applicable to any such purchaser.

(G) Any leasehold mortgage shall be specifically subject and subordinate to BBRD's rights under this lease. The foregoing shall not be deemed or construed to impose or establish upon Tenant's interest in this Lease or upon the lien of any leasehold mortgage the superiority of any lien or encumbrance, including, without limitation, the lien of any fee mortgage, judgment or tax created directly or indirectly by, through or against BBRD or BBRD's interest in this Lease.

(H) In the event of any conflict or inconsistency between the terms of this Article and any other provision of this Lease, the terms of this Article shall control.

(I) Within ten (10) days after written request by Tenant or Tenant's leasehold mortgage, or in the event that upon any sale, assignment or mortgage of Tenant's interest in this Lease by Tenant or Tenant's leasehold mortgagee, an estoppel certificate shall be required from BBRD, BBRD agrees to deliver in recordable form an estoppel certificate to any proposed leasehold mortgagee, purchaser or assignee, or to Tenant certifying (if such be the case): (i) the amount of rental and additional rental due under the Lease, if any, and the date to which rentals have been paid; (ii) that this Lease is in full force and effect; (iii) that BBRD has no knowledge of any default under this Lease or if any default exists, specifying the nature of the default; and (iv) that there are no defenses or offsets which may be asserted by BBRD against Tenant in respect of obligations pursuant to this Lease or if defenses or offsets exist specifying the nature of such offsets or defenses.

(J) BBRD agrees that the leasehold mortgagee need not pay or otherwise satisfy any claim, the lien of which would be extinguished upon the conclusion of foreclosure proceedings brought by the leasehold mortgagee, nor shall leasehold mortgagee be required to cure any default relating to the insolvency, financial condition or bankruptcy of Tenant, nor shall BBRD be entitled to terminate this Lease, accelerate the rent or exercise any other remedy under this Lease for any reason including as a consequence of Tenant's refusal, inability or failure to assume and affirm this Lease as an asset of Tenant's bankruptcy estate so long as, within sixty (60) days following the leasehold mortgagee's acquisition of title to the Property following a foreclosure of the leasehold mortgagee's mortgage on the Property or through a Deed in Lieu of Foreclosure, the leasehold mortgagee commences to cure

defaults required to be cured by it under the language above in this paragraph and thereafter diligently prosecutes the same and any notice of termination theretofore given shall be void and of no force and effect. BBRD further acknowledges and agrees that if, during the course of a bankruptcy proceeding involving Tenant as Debtor, Tenant rejects or otherwise fails to assume and affirm this Lease as an asset of Tenant's bankruptcy estate, this Lease shall not terminate and the leasehold mortgagee may, within sixty (60) days of receipt of written notice from BBRD of such rejection or other failure to assume this Lease and the irreversible release of such leasehold estate from Tenant's bankruptcy estate, assume this Lease by effecting a cure of the defaults required to be cured by the leasehold mortgagee under the language above in this paragraph and thereafter preserve the same. BBRD further agrees that in the event the leasehold mortgagee forecloses its leasehold interest in the property or assigns Tenant's leasehold interest to a third party, BBRD will not terminate the Lease solely on account of any event of default relating to the insolvency, financial condition or bankruptcy of Tenant, including, without limitation, Tenant's refusal, inability or failure to assume and affirm the Lease as an asset of Tenant's bankruptcy estate, in which event, BBRD shall recognize the leasehold mortgagee as Tenant under the Ground Lease. BBRD further agrees that the leasehold mortgagee may, pending foreclosure of its mortgage, take possession of the Property by and through its representative or receiver, as the leasehold mortgagee may elect and, provided it does so in accordance with the terms and provisions of the Lease, administer the Leased Property as if it were Tenant thereunder.

(K) If Tenant, or any trustee of Tenant, shall reject the Lease pursuant to Section 365(h) of the Bankruptcy Code, 11 U.S.C. § 101, et seq (the "Bankruptcy Code"), (i) Tenant shall without further act or deed be deemed to have elected under Section 365(h) (1) of the Bankruptcy Code to remain in possession of the Property for the balance of the term of the Lease, (ii) any exercise or attempted exercise by Tenant of a right to treat the Lease as terminated under Section 365(h)(1) of the Bankruptcy Code shall be void and (iii) neither the Mortgage nor any other aspect of the Loan shall be affected or impaired by rejection of the Lease. (For the purposes of Section 365(h) of the Bankruptcy Code, the term "possession" shall mean the right to possession of the Property granted to Tenant under the Lease notwithstanding that all or part of such Property shall have been subleased.)

(L) If, notwithstanding the provisions of subparagraph (J) above, the leasehold mortgagee reasonably determines that a new lease will be necessary to give legal or practical effect to the unimpaired or unaffected continuation of the leasehold mortgage, BBRD will enter into a new lease ("New Lease") of the Property. In the event of termination of the Lease as a result of Tenant's default, or otherwise, without the prior written consent of leasehold mortgagee, BBRD shall, in addition to providing the notices of default and termination as required by subparagraph (C) above, provide the leasehold mortgagee with written notice that the Lease has been terminated together with a statement of all sums which would at the time be due under the Lease, but for such termination, and

of all other defaults, if any, then known to BBRD. BBRD agrees to enter into a new lease ("New Lease") of the Property with the leasehold mortgagee or its designee for the remainder of the term of the Lease effective, as of the date of termination, at the rent and additional rent, and upon the terms, covenants and conditions (including all options to renew but excluding requirements which are not applicable or which have already been fulfilled) of the Lease, provided:

(i) leasehold mortgagee shall make written request upon BBRD for such New Lease within sixty (60) days after the date leasehold mortgagee receives BBRD's notice of termination of the Ground Lease;

(ii) leasehold mortgagee or its designee shall pay or cause to be paid to BBRD at the time of the execution and delivery of such New Lease, any and all sums which would at the time of execution and delivery thereof be due pursuant to the Lease but for such termination and, in addition thereto, all reasonable expenses, including reasonable attorneys fees, which BBRD shall have incurred by reason of termination and the execution and delivery of the New Lease and which have not otherwise been received by BBRD from Tenant or other parties in interest under Tenant;

(iii) leasehold mortgagee or its designee shall agree to remedy any of Tenant's defaults of which leasehold mortgagee was notified by BBRD's notice of termination and which are reasonably susceptible of being so cured by leasehold mortgagee or its designee;

(iv) any New Lease made pursuant to this subparagraph shall be prior to any mortgage or other lien, charge, or encumbrance on the fee of the Property and Tenant under such New Lease shall have the same right, title and interest in and to the Property and the buildings and improvements thereon as Tenant had under the Lease;

(v) Tenant under any such New Lease shall be liable to perform the obligations imposed on Tenant by such New Lease only during the period such person has ownership of such leasehold estate.

(M) In the event the leasehold mortgagee becomes the legal owner and holder of the leasehold estate under the Lease by foreclosure of its leasehold mortgage, or as a result of an assignment of the Lease in lieu of foreclosure (which assignment is hereby consented to by BBRD), or in the event leasehold mortgagee is granted a New Lease pursuant to subparagraph (L) above, BBRD hereby agrees that upon receipt of a written application for consent to the assignment of Lease from either Tenant or leasehold mortgagee to a new lessee to whom leasehold mortgagee desires to transfer its interest, BBRD will execute a written consent to such assignment provided there is no outstanding default with respect to the payment of rental under the Lease. BBRD further agrees that, upon becoming the owner and holder of the leasehold estate, leasehold mortgagee shall have all rights and privileges of Tenant. Further, BBRD agrees that upon acquisition of the leasehold estate by leasehold mortgagee, or its assigns, any

default which is not reasonably capable of being cured by leasehold mortgagee, or which is personal to leasehold mortgagee, shall not be required to be cured by leasehold mortgagee or its assigns.

(N) In the event that leasehold mortgagee shall acquire the interest of Tenant under the Lease and, in accordance with the foregoing subparagraph, assign such interest to a successor lessee, upon such assignment leasehold mortgagee shall thereupon be relieved of any further liability under the Lease.

(O) This Lease may not be amended without prior written consent of leasehold mortgagee.

(P) BBRD and Tenant shall cooperate in including in this Lease by suitable amendment from time to time any provision which may reasonably be requested by a proposed leasehold mortgagee for the purpose of implementing the mortgagee-protection provisions contained in the Lease and allowing such mortgagee reasonable means to protect or preserve the lien of the leasehold on the occurrence of a default under the terms of this Lease. BBRD and Tenant each agree to execute and deliver (and to acknowledge, if necessary, for recording purposes) any agreement necessary to affect any such amendment; provided, however, that any such amendment shall not in any way affect the term or rent under this Lease, nor otherwise in any material respect adversely affect any rights of BBRD under this Lease.

ARTICLE 21 **ATTORNEYS FEES**

If any legal action or other proceeding is commenced to enforce or interpret any provision of this Lease or any documents incidental thereto, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs incurred in connection with such action or proceeding from the non-prevailing party, including all reasonable attorneys' fees and costs incurred on appeal or in connection with the prevailing party's efforts to collect on any judgment. The phrase "prevailing party" shall include a party who receives substantially the relief desired whether by dismissal, summary judgment, judgment or otherwise. The provisions of this section shall survive the termination of this Lease.

ARTICLE 22 **OTHER PROVISIONS**

SECTION 2201. REASONABLENESS AND GOOD FAITH: Whenever this Agreement grants BBRD or Tenant the right to take action, exercise discretion, establish rules and regulations, make allocations, or other determinations, or otherwise exercise rights or fulfill obligations, BBRD and Tenant shall act reasonably and in good faith and take no action that might result in the frustration of the reasonable expectations of a sophisticated landlord and sophisticated tenant concerning the benefits to be enjoyed under this Agreement.

SECTION 2202. FORCE MAJEURE: Except as provided below, any prevention, delay, or stoppage attributable to strikes, lockouts, labor disputes, acts of God, civil commotion, fire or other casualty, and other causes beyond the reasonable control of the party obligated to perform (collectively, the Force Majeure) will excuse the performance of that party for a period equal to the duration of the prevention, delay or stoppage. If, therefore, this Agreement specifies a time period for performance of an obligation of either party, a delay that a Force Majeure causes will extend the period within which the party must complete its performance. The foregoing provisions of this Section 2202 will not apply to (1) the obligations imposed with regard to rent and other charges Tenant must pay in accordance with the terms of this Agreement and (ii) the obligations imposed upon BBRD to pay any amount becoming due to Tenant under the terms of this Agreement.

SECTION 2203. HEADINGS: Any headings preceding the text of any articles, paragraphs or sections of this Agreement shall be solely for convenience of reference and shall not constitute a part of this Agreement, nor shall they affect its meaning, construction, or effect.

SECTION 2204. BINDING EFFECT: The terms, conditions and covenants of this Agreement shall inure to the benefit of and be binding upon the parties hereto and their successors and assigns. This provision shall not constitute a waiver of any conditions prohibiting assignment or subletting.

SECTION 2205. RIGHTS RESERVED: Rights not specifically granted Tenant by this Agreement are reserved to BBRD.

SECTION 2206. NO WAIVER: There shall be no waiver of the right of either party to demand strict performance of any of the provisions, terms and covenants of this Agreement nor shall there be any waiver of any breach, default or non-performance hereof by either party, unless such waiver is explicitly made in writing by the other party. Any previous waiver or course of dealing shall not affect the right of either party to demand strict

performance of the provisions, terms and covenants of this Agreement with respect to any subsequent event or occurrence of any subsequent breach, default or nonperformance hereof by the other party.

SECTION 2207. SEVERABILITY: If any provision of this Agreement or the application thereof to either party to this Agreement is held invalid by a court of competent jurisdiction, such invalidity shall not affect other provisions of this Agreement which can be given effect without the invalid provision, and to this end, the provisions of this Agreement are severable.

SECTION 2208. INTERPRETATION OF AGREEMENT: This Agreement is the result of negotiation between the parties hereto and has been typed/printed by one party for the convenience of both parties, and the parties covenant that this Agreement shall not be construed in favor of or against any of the parties hereto.

SECTION 2209. NO AGENCY: Nothing contained herein shall be deemed or construed by the parties hereto or by any third party as creating the relationship of principal and agent, partners, joint venturers, or any other similar such relationship between the parties hereto. It is understood and agreed that neither the method of computation of rentals, fees and charges, nor any other provisions contained herein, nor any acts of the parties hereto creates a relationship other than the relationship of landlord and tenant.

SECTION 2210. JURISDICTION AND VENUE. The parties: (a) agree that this Agreement and all rights and obligations hereunder shall be governed by the laws of the State of Florida; (b) agree that any suit, action or legal proceeding arising out of or relating to this Agreement shall be brought exclusively in a court of competent jurisdiction in Brevard County, Florida; (c) consent to the jurisdiction of a court of competent jurisdiction in Brevard County, Florida and expressly waive removal to a federal court; and (d) waive any objection either party may have to the laying of venue of any such suit, action or proceeding in a court of competent jurisdiction in Brevard County, Florida.

SECTION 2211. ENTIRETY OF AGREEMENT: The parties hereto agree that this Agreement sets forth the entire agreement between the parties, and there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded, or otherwise altered, except as may be specifically authorized herein or by written instrument executed by the parties hereto.

IN WITNESS WHEREOF the parties hereto have set their hands and seals the date and year first above written.

Signed, Sealed and Delivered
in the presence of:

BAREFOOT BAY RECREATION DISTRICT

Witness

By:

Mike Maino, Chairman
Barefoot Bay Recreation District Board of Trustees

Witness

Attest:

Jeff Grunow, Secretary
Barefoot Bay Recreation District Board of Trustees

STATE OF FLORIDA
COUNTY OF BREVARD

THE FOREGOING INSTRUMENT was acknowledged before me this ____ day of _____, 2021, by MIKE MAINO, as Chairman of the Board of Trustees for **BAREFOOT BAY RECREATION DISTRICT** who personally appeared before me, [] is personally known to me or [] has produced _____ as identification.

Notary Public

Name: _____

My Commission Expires: _____

TENANT:
STEWARD MEDICAL GROUP

Witness

By:_____

Printed Name:_____

Printed Title:_____

Witness

Attest:_____

(corporate seal)

STATE OF _____
COUNTY OF _____

THE FOREGOING INSTRUMENT was acknowledged before me this ____ day of _____, 2021, by _____, as _____ for **STEWARD MEDICAL GROUP c/o STEWARD HEALTH CARE SYSTEM** who personally appeared before me, [] is personally known to me or [] has produced _____ as identification.

Notary Public

Name: _____

My Commission Expires: _____

EXHIBIT A
DESCRIPTION OF LEASED PROPERTY

DRAFT

EXHIBIT B
TENANT CONCEPTUAL SITE PLAN



SKETCH TO ACCOMPANY DESCRIPTION

NOT A BOUNDARY SURVEY

PARK PARCEL #1

ABBREVIATION	DEFINITION
O.R.B.	OFFICIAL RECORDS BOOK
PG(S).	PAGE(S)



SHEET 1 OF 2

PREPARED BY:

ALLEN
Engineering, Inc.

SURVEYORS - ENGINEERS

106 DIXIE LANE (P.O. BOX 321321)
COCOA BEACH, FLORIDA 32932-1321

TELEPHONE: (407)783-7443 FAX: (407)783-5902

SEE SHEET 2 OF 2 FOR DESCRIPTION,
SURVEYOR'S CERTIFICATION AND SURVEYOR'S NOTES.

PREPARED AND CERTIFIED FOR:

EXHIBIT A

BAREFOOT BAY RECREATION DISTRICT

1.	
2.	
3.	
DATE: 1-14-97	DRAWN BY: DJG
JOB NO. 970002	SCALE: 1"=50'

DESCRIPTION

NOT A BOUNDARY SURVEY

DESCRIPTION: PARK PARCEL #1

A portion of TRACT "B", BAREFOOT BAY, UNIT TWO, PART ELEVEN according to the plat thereof as recorded in Plat Book 22, Pages 116 through 120 of the Public Records of Brevard County, Florida, being more particularly described as follows:

Commence at the most Westerly corner of said TRACT "B"; thence N36°20'00"E, along the Northwestern line of said TRACT "B", a distance of 175.00 feet, to the most Northerly corner of that portion of said TRACT "B" described in Official Records Book 3550, Pages 397 and 398 of the Public Records of Brevard County, Florida and the POINT OF BEGINNING of the herein described parcel; thence continue, N36°20'00"E, along the Northwestern line of said TRACT "B", a distance of 120.02 feet, to the most Westerly corner of that portion of said TRACT "B" described in Official Records Book 2233, Pages 49 and 50 of the Public Records of Brevard County, Florida; thence S53°40'00"E, along said Southwesterly line, a distance of 187.60 feet; thence S37°10'13"W, a distance of 120.03 feet, to a point on the Northeasterly line of that portion of said TRACT "B" described in Official Records Book 3550, Pages 397 and 398 of the Public Records of Brevard County, Florida; thence N53°40'00"W, along said Northeasterly line, a distance of 185.84 feet, to the POINT OF BEGINNING; Containing 0.51 acres, more or less.

SURVEYOR'S NOTES:

1. THIS IS NOT A SURVEY.
2. The bearings shown are based on a bearing of N36°20'00"E along the Northwestern line of Tract "B," BAREFOOT BAY, UNIT TWO, PART ELEVEN, according to the plat thereof recorded in Plat Book 14, Pages 116-124 of the Public Records of Brevard County, Florida.
3. • Denotes a change in direction (no corner found or set).

SEE SHEET 1 OF 2 FOR THE SKETCH TO ACCOMPANY THIS DESCRIPTION.

SHEET 2 OF 2

PREPARED BY:

ALLEN
Engineering, Inc.

SURVEYORS - ENGINEERS


106 DIXIE LANE (P.O. BOX 321321)
COCA BEACH, FLORIDA 32932-1321

TELEPHONE: (407)783-7443 FAX: (407)783-5902

SURVEYOR'S CERTIFICATION:

I hereby certify that the attached Property Description was prepared under my direction, in accordance with all applicable requirements of the "Minimum Technical Standards," for land surveying in the State of Florida, described in Chapter 61G17-6, Florida Administrative Code, pursuant to Chapter 472.027, Florida Statutes.

ALLEN ENGINEERING, INC.

BY: 
ROBERT M. SALMON
PROFESSIONAL SURVEYOR &
MAPPER
FLORIDA REGISTRATION No. 4262

Not valid without the signature
and the original raised seal of a
Florida licensed surveyor and mapper.

PREPARED AND CERTIFIED FOR:

BAREFOOT BAY RECREATION DISTRICT

1.	
2.	
3.	
JOB NO. 970002	DATE: 1-14-97

Exhibit "B"

Conceptual Site Plan





Steward Health Care System LLC 1900 N. Pearl Street, Suite 2400 Dallas, Texas 75201
t 469-341-8800 f 469-341-8999 steward.org

December 3, 2020

Barefoot Bay Recreation District
c/o Barefoot Bay Board of Trustees
625 Barefoot Blvd.
Barefoot Bay, FL 32796

**RE: Ground Lease for New Modular Medical Clinic | Vacant Land, Approximately
.51 Acres | Tax Parcel ID Number: 30-38-10-JT-B.3**

Honorable Board of Trustees:

The following outlines the basic business terms and conditions upon which Steward Medical Group, ("Lessee") would be willing to enter in to a long term ground ("Lease") located at the subject vacant lot as more particularly set forth in this letter of intent ("Letter of Intent").

Lessor: Barefoot Bay
Recreation District
625 Barefoot Blvd.
Barefoot Bay, FL 32796

Lessee: Steward Medical Group
c/o Steward Health Care System,
LLC 1900 Pearl Street, Suite 2400
Dallas, Texas 75201
Attn: Deputy General Counsel, Real Estate

Leased Premises: Approximately .51 acre lot with a legal description of Barefoot Bay Unit 2 Part 11 Part of Tract B as Described in Exhibit A, Official Records Book 3684, Page 2999 Public Records of Brevard County, FL; Tax Parcel ID Number: 30-38-10-JT-B.3.

See attached conceptual aerial illustration, Exhibit "A".

Initial Term: The initial term of the Lease shall be ten (10) years (the "Initial Term").

Extension Term(s): The Lessee shall be entitled to two (2) options to extend the term of the Lease for successive terms of ten (10) years each (each such 10-year extension period hereafter, an "Extension Term").

Base Rent during Initial Term: Except during the Rent Abatement Period and the 3-month extension thereof (if applicable), Annual base rent during the Initial Term shall be \$20,000.00, payable by Lessee in twelve (12) equal monthly installments each year of the Initial Term. Except as otherwise set forth in this Section, Total base rent during the Initial Term shall be \$200,000.00.

Base Rent during

Extension Term(s): Annual base rent during each Extension Term shall be \$25,000.00, payable by Lessee in twelve (12) equal monthly installments throughout each year of the Extension Term. Total base rent during each Extension Term shall be \$250,000.00.

Rent Commencement: Rent under the Lease shall be abated for a period of nine (9) months from the effective date of the Lease (the "Rent Abatement Period"), during which Rent Abatement Period Lessee shall pursue permitting approval and build-out on the Leased Premises. In the event a Certificate of Occupancy/Completion has not been issued on or before expiration of the Rent Abatement Period, Lessee shall be entitled to one (1) three (3) month extension of the Rent Abatement Period (for a cumulative total of twelve (12) months for build-out). In the event a Certificate of Occupancy/Completion has not been issued following the 3-month extension of the Rent Abatement Period, rental payments shall commence at half monthly rent effective as of the first anniversary of the effective date of the Lease for a period not to exceed three (3) months. Unless otherwise agreed to by both parties, upon the earlier of either the issuance of a Certificate of Occupancy/Completion or fifteen (15) months from the effective date of the Lease, full rental payments shall commence.

Operating Expenses: Lessee shall be responsible for reimbursing Lessor for Real Estate taxes and insurance on the leased premises. Lessee shall indemnify Lessor for actions related to its business activities conducted on site not caused by Lessor's negligence or actions.

Utilities: Lessee shall be responsible for obtaining and paying for any utilities that Lessee may require, including, without limitation, any internet or telecommunications services.

Improvements: Upon execution of the Lease, Lessor will provide authorization for Lessee to act as Applicant on its behalf for any required permit or site plan approvals. Lessee shall be solely responsible for all costs related thereto. Lessee shall use its best efforts to provide Lessor copies of permit applications filed with Brevard County or related agencies at least fourteen (14) days in advance of filing. Lessee's activities shall in no way interfere with the established use of Lessor's adjacent commercial shopping center and/or its related parking. Lessee shall be solely responsible for all costs associated with the extension of any required utility lines necessary to serve the Leased Premises and for the construction of any required stormwater maintenance system serving the Leased Premises that arises from its development of Lessee's improvements. Lessor will grant any required temporary easements for development purposes so long as Lessee shall not unreasonably interfere with Lessor's business operations during the development process. The parties shall reasonably coordinate development efforts and business operations during development of the Leased Premises. Lessee shall take the subject property "AS IS" and shall be solely responsible for any required cost(s) and expense(s) arising from any inherent site condition that creates an

impediment to development. Lessee shall agree to indemnify BBBD from any code enforcement or regulatory compliance fines or assessments levied by Brevard County or any other regulatory agency as a result of Lessor's non-compliance with any approved permit or site plan requirement(s). At the termination of the ground Lease and any applicable Extension Term(s), Lessor shall have the option of accepting the modular building or requiring its removal by Lessee. All improvements such as parking, utilities, and drainage shall become property of Lessor. Except for removal of the modular building, Lessee shall have no obligation to remove site improvements upon termination of the Lease or Extension Term(s), if any.


Exclusivity:

Except for that certain lease between Lessor and Shaw Medical Group, LLC with a commencement date of August 1, 2020 (the "Nurse Practitioner Lease"), Lessor agrees that the provision of professional medical services shall at all times during the Initial Term or any Extension Term be exclusive to Lessee. Except for the Nurse Practitioner Lease, Lessor agrees it shall not enter into a medical office space lease with a medical service provider during the Initial Term or any Extension Term, nor shall Lessor allow any shopping center tenants to assign and/or change use of their respective leased premises in a manner that competes with Lessee.

We look forward to executing this Letter of Intent and to negotiating a mutually agreeable lease with respect to the Leased Premises. Lessor and Lessee each acknowledge that this Letter of Intent is non-binding and is in no way intended to be a complete or definitive statement of all the terms and conditions of the proposed transaction, and that the negotiation and execution of a mutually satisfactory lease agreement shall be required. All terms and conditions outlined are subject to change or withdrawal without notification to either party.

If the terms and conditions set forth are acceptable to you, please acknowledge your assent on behalf of the Lessee with the signature of a duly authorized individual where indicated below, and then kindly return the same to me.

Sincerely,



Sanjay K. Shetty, MD
Executive Vice President

AGREED TO AND ACCEPTED BY:

Barefoot Bay Recreational District


By: 
Name: Joseph Riosky
Title: Chairman

Exhibit "A"



Board of Trustees

Meeting Agenda Memo

Date: Tuesday, September 28, 2021
Title: ***Rules for the BOT Amendment***
Section & Item: 9.A
Department: Administration, District Clerk
Fiscal Impact: N/A
Contact: Michael R. Maino, Trustee, 1st Chair, John W Coffey, ICMA-CM, Community Manager
Attachments: Resolution Amendment to Rules for Board of Trustees, Rules for the BOT proposed revision 28Sep21
Reviewed by
General Counsel: Yes
Approved by: John W. Coffey, ICMA-CM, Community Manager



Requested Action by BOT

Review of proposed amendment and adoption of Resolution #2021-16

Background and Summary Information

At a previous meeting, Chairman Maino requested the order of business (for regularly scheduled BOT meetings) contained within the *Rules for the BOT* be revised to add the following sections:

- Additions or Deletions to the Agenda
- Approval of the Agenda

Hence, staff recommends the BOT adopt Resolution 2021-16 adopting the revised *Rules for the BOT* as attached.

RESOLUTION 2021-16

A RESOLUTION OF THE BAREFOOT BAY RECREATION DISTRICT AMENDING AND ADOPTING A REVISED SET OF RULES FOR THE BOARD OF TRUSTEES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT WITH OTHER PROVISIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Board of Trustees has previously adopted multiple Resolutions amending and adopting the Rules for the Board of Trustees as identified in Article XI, Section 2 of the Rules for Board of Trustees; and

WHEREAS, the Board of Trustees order of business for regularly scheduled meetings is listed within the Rules for the Board of Trustees; and

WHEREAS, the Board of Trustees of Barefoot Bay Recreation District is desirous of amending the order of business contained within Rules for the Board of Trustees previously adopted and revised consistent with the revised version attached and incorporated hereto as Exhibit A.

NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE BAREFOOT BAY RECREATION DISTRICT AS FOLLOWS:

Section 1. The Amended Rules for the Board of Trustees attached and specifically incorporated as Exhibit “A” to this Resolution are hereby formally adopted to serve as the Rules for the use by the members of the Board of Trustees of Barefoot Bay Recreation District. The Amended Rules for the Board of Trustees attached and specifically incorporated as Exhibit “A” to this Resolution shall replace and supersede any prior version of the Rules for the Board of Trustees.

Section 2. Severability.

If any portion, clause, phrase, sentence or classification of this Resolution is held or declared to be either unconstitutional, invalid, inapplicable, inoperative or void, then such declaration shall not be construed to affect other portions of the resolution; it is hereby declared to be the expressed opinion of the Trustees of the Barefoot Bay Recreation District that any such unconstitutional, invalid, inapplicable, inoperative or void portion or portions of this Resolution did not induce its passage, and that without

the inclusion of any such portion or portions of this Resolution, the Trustees would have enacted the valid constitutional portions thereof.

Section 3. Conflict with other Provisions.

All resolutions or parts of resolutions in conflict herewith are hereby repealed and superseded.

Section 4. Effective Date.

This Resolution and the Amended Rules for the Board of Trustees attached and specifically incorporated as Exhibit "A" to this Resolution shall take effect seven (7) days after 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, Jim Nugent	_____
Trustee, Bruce Amoss	_____
Trustee, Jeff Grunow	_____
Trustee, Michael Morrissey	_____

The Chairman thereupon declared this Resolution duly passed and adopted this 28th day of September 2021.

BAREFOOT BAY RECREATION DISTRICT

By: _____
MICHAEL R. MAINO, Chairman

Attest: _____
JEFF GRUNOW, Secretary

RULES FOR THE BOARD OF TRUSTEES BAREFOOT BAY RECREATION DISTRICT

ARTICLE I NAME AND ADDRESS OF ORGANIZATION

Section 1

The name of the organization is BAREFOOT BAY RECREATION DISTRICT, hereinafter referred to as THE DISTRICT.

Section 2

The mailing address of the District is 625 Barefoot Blvd, Barefoot Bay, Florida 32976-9233.

ARTICLE II PURPOSE OF THE RULES

Section 1

The purpose of these Rules is to implement the applicable Florida Statutes and in particular, Chapter 418.30-309, Laws of Florida, and Brevard County Ordinance 84-05, dated 23rd February, 1984, hereinafter referred to as the "Charter"; which said instruments of law and any amendments thereto are incorporated by reference.

Section 2

A further purpose is to inform the residents and property owners of Barefoot Bay as to the operation and management of the District.

ARTICLE III THE GOVERNING BODY

Section 1

The governing body of the District is the Board of Trustees, hereinafter referred to as the "Board."

Section 2

The composition, qualifications for membership, election, term of office, method of replacement or removal and compensation, shall be as specified in Article V of the Charter, and other applicable state statutes.

Section 3

A. The term of office of each elected Trustee shall commence on the first Tuesday after the first Monday in January following his or her election. Trustees shall serve for two (2) years, or until their successors have qualified for office. The Board shall organize itself within fourteen (14) days next after the first Tuesday after the first Monday in January following each November election by electing from its number a Chairperson, two (2) Vice-Chairmen, a Secretary and a Treasurer.

B. Elected Trustees shall be sworn into office at a public ceremony at a convenient time, providing such ceremony shall stipulate the actual date of assumption of office as in subparagraph A above.

C. The officers of the Board shall serve for one (1) year, commencing on the organizational meeting held in January, after the general election, as defined in paragraph A above.

D. 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 or Section 4, Article V of the Charter.

Section 4

An in-term replacement of a Trustee shall be made by remaining members of the Board as provided for by Section 4, Article V of the Charter and such selected member shall be seated at the next regular meeting.

ARTICLE IV

REGULAR AND SPECIAL MEETINGS

Section 1

The Board shall hold all regular meetings in Barefoot Bay, Florida on the second Friday and the fourth Tuesday of each month at a time and place designated by the Board.

Section 2

Special or emergency meetings may be called and conducted in accordance with Article V, Section 1 of these Rules.

Section 3

A majority of the entire membership of the Board shall constitute a quorum for the transaction of business.

Section 4

The Chairperson, or Vice-Chairperson in his/her absence, shall conduct all meetings according to these Rules and Regulations and such other rules as are, from time to time, adopted by the Board; but not inconsistent with the laws of Florida or the Charter.

Section 5

Workshop meetings may be conducted by the full Board or by a committee of the Board. Meetings will be chaired by a Trustee on a rotating basis. A committee shall be chaired by a Trustee and shall include other members of the public as deemed necessary. The committee may discuss, or prepare written recommendations for future consideration by the full Board. These meetings shall be conducted in accordance with the requirements of the Sunshine Law and shall be properly noticed for public attendance. No business transactions or decisions binding the full Board are permitted.

Section 6

The following guidelines pertain to the public's attendance at a public meeting and are subject to the Chairperson's discretion:

1. No attendee shall be allowed the floor until recognized by the Chairperson.
2. No attendee may be allowed more than three (3) minutes on an Agenda Item or audience participation. Attendees may be allowed more than three minutes per Agenda item or audience participation per the discretion of the Chairman. The attendee must fill out a card informing the Chairperson on the Number of the Agenda Item they wish to speak about prior to the meeting.
3. No attendee shall be required to register his or her attendance. However, those desiring to be heard must state their name and place of residence.
4. No attendee may be allowed to enter into a debate with members of the Board.
5. All questions shall be directed to the Chairperson, answered by the Chairperson or the Chairperson may refer to other members of the Board.

6. Any attendee shall have the right to use a silent tape recorder, and to make an accurate record of what transpires. A reporter may use this means for the benefit of his readers or listeners.
7. Use of cameras will be allowed, so long as such use is not disruptive or the conduct of the meeting.

ARTICLE V
TRANSACTION OF BUSINESS BY THE BOARD

Section 1

“The Board shall utilize the latest edition Robert’s Rules of Order as its official rules of procedure. To the extent that a conflict shall exist between these Rules for the Board of Trustees and Robert’s Rules of Order, these Rules for the Board of Trustees shall control.”

Section 2

All meetings of the Board for transaction of business shall be in harmony with the requirements of Chapter 189.417, F.S., in a building accessible to the public. Any meeting other than a regular meeting or any recessed and reconvened meeting of the Board must be advertised with the day, time, place and purpose of the meeting at least seven (7) days prior to such meeting, except in the case of emergency meetings. Meetings other than regularly scheduled or emergency meetings are deemed to be special meetings and may be called by the entire Board collectively, the Community Manager, and/or the Chairperson as necessary.

A meeting called to deal with bona fide emergency, will be held as necessary upon the call of the Chairperson or at least two (2) requests to convene such an emergency meeting submitted separately by any two (2) Trustees to the Community Manager action taken at any emergency meeting will be ratified at the next regular Board meeting. Reasonable notice of any such emergency meeting will be provided.

Section 3

No approval of the annual budget shall be granted at an emergency meeting.

Section 4

All meetings of the Board shall be open to the public and governed by the provisions of Chapter 286, F.S.

Section 5

Minutes shall be taken, recorded and made available for public inspection at all reasonable time.

Section 6

Under any Incidental, Manager, or Attorney report, any member of the Board may request that any initial motion made by any other member be determined by the Board to be of significant public importance. If the initial motion is determined to be of significant public importance, the initial motion shall be required to be heard as a specific item on a subsequent agenda rather than acted on by motion under the report.

Section 7

If an item is continued it should be placed under unfinished business until it is completed unless the Board of Trustees sets a specific agenda for it to be discussed.

Section 8

The Board shall have the power to create any advisory or fact-finding committee or sub-committee of the Board as deemed appropriate and necessary by the Board collectively. Any Trustee may propose the formation of any such committee of Board sub-committee which may only be formed upon a majority vote of the full membership of the Board. At the time of formation/revision of any such committee or Board sub-committee, the Board shall define in writing the purpose and duration of the committee or Board sub-committee, the number of committee members, their length of terms (committee membership shall not exceed 5 years and Board sub-committee membership shall be limited to one-year or until the Board reorganizes itself under Article 3, Section 3 of this document), appoint the individual members of the committee of Board sub-committee, and assign a staff representative to support each committee. Trustees shall not serve as members of advisory committees. Only Trustees shall serve on Board sub-committees. Each committee or Board sub-committee shall only have the powers granted to it by the Board at the time of establishment. In the event of a change of membership of any committee, replacement members shall only be confirmed upon a majority vote of the membership of the Board. The Board shall have the power to review the membership, purpose, and duration of any committee or Board sub-committee, including the right to dissolve and disband any committee or Board sub-committee, at any time upon a majority vote of the membership of the Board.

The Board shall review all committees (excluding Violations committee) and adopt written purposes of each committee. Existing committee members (excluding Violations and ARCC committees) may be re-appointed for fixed terms with a staggered length of terms to ensure all committee members' terms do not expire at the same time. Under no circumstances shall a paid staff person be appointed as a voting member of a committee. Applicants for said committees shall submit a resume for consideration of appointment.

Written minutes of committee and Board sub-committee meetings must be kept, with a copy provided to the District Record Custodian for record keeping. Members of all advisory committees and Board sub-committee shall be advised of the Sunshine Laws applicable to the committee members. The BBRD Guidelines for Committee/Task Force form shall be prepared for each committee and shall be turned in to the District Record Custodian for record keeping.

ARTICLE VI

DUTIES AND RESPONSIBILITIES OF OFFICERS AND TRUSTEES

Section 1

The Board of Trustees have the general powers and duties as set forth in Article V of the District Charter.

Trustees shall:

- Attend all Board of Trustees meetings and workshops, unless otherwise excused by the Chairperson
- Evaluate the Community Manager and or management company at the prescribed times and provides an assessment of current performance and areas for improvement;
- Respond to resident complaints by referring them to the appropriate entity, Board of Trustees or Community Manager for prompt resolution; and

The Board of Trustees shall determine who has signing authority for all banking and savings accounts of the District. The Board shall determine who has “view only” or “account change” authority. All access to Recreation District accounts must be approved through a regular meeting and be recorded in the official minutes of the Board of Trustees. Changes which affect the status, location and value of any accounts held by Barefoot Bay Recreation District shall be approved by the Board of Trustees.

Safety Deposit Box procedure. Anyone trustee or staff member requesting access to the safety deposit box must notify the Community Manager for the key. Access to the safety deposit box is granted to the Community Manager or his/her designee and one trustee who must also be present at the time of access.

Florida Association of Special District (FASD) Conference Attendance: Newly elected or appointed Trustees, who have not previously attended a FASD Conference, should attend the next FASD Conference after her/his election or appointment. Additionally, each Trustee is eligible to attend the annual FASD Conference, as long as the Administration Budget (Finance and District Clerk Sub-Departments) has sufficient roll-up available budget.

Section 2

Chairperson. The Chairperson or Vice-Chairperson shall preside at all meetings of the Board. The Chairperson shall appoint regular and special committees as necessary. He/she shall also be an ex-officio member of all committees appointed by him/her. In the absence of the Chairperson, the 1st or 2nd Vice-Chairperson shall act in his/her place. The Chairperson shall perform all the duties of Trustee.

The Chairperson shall sign all contracts and documents requiring the signature of the Board representative. He/She shall have signing, withdraw, deposit and information changing authority on all SBA accounts. The Chairperson may review agenda items with the community manager prior to the release of any final agenda for all regular and special meetings of the Board.

Section 3

Secretary.

1. Is responsible for directing and over-seeing that the Community Manager maintains all records of the business of the District and any other records required by Florida Statutes;
2. Is responsible for ensuring the Community Manager provides notice of all meetings and that minutes are taken by as required by Florida Statutes;
3. Reviews draft copies of minutes and oversees the necessary corrections before they are issued to the Board of Trustees or public;
4. Performs the regular duties of a Trustee; and
5. Takes roll call at the meetings and determine that a quorum is present.

Section 4

Treasurer. The Treasurer shall be responsible for ensuring that the Community Manager maintains accurate accountings of receipts and disbursements of monies to the operation of the District and shall direct the Community Manager to prepare all financial reports required by the Florida Statutes and any rules or regulations of any state of Florida or federal agency.

Notwithstanding the foregoing, a Trustee who does not have the authority to sign any checks for the District shall be appointed by the Board to review the monthly bank statements of the District for accuracy.

1. The Treasurer or designee shall review all payments and supporting documents for accuracy and sign the Recreation District checks for payment of invoices. In the absence of the Treasurer, the second signature required for all checks over \$5,000 may be any Trustee authorized with signing authority.
2. In the case of any emergency action, the Treasurer or designated person shall act with the Community Manager in the best financial interest of the Recreation District and bring the issue to the Board for approval at the next scheduled meeting.

3. The Treasurer shall initiate any actions approved by the Board for withdrawal and deposit of any funds from the SBA and Money Market accounts of the District.
4. The Treasurer shall prepare reports for the regular scheduled board meetings which accurately reflect the most recent balances of the accounts held by the District. The Treasurer shall prepare a monthly summary report after each close of business and review the bank statement monthly along with the list of deposits and disbursements reflected in that bank statement.

Section 5

The Trustee who is elected Chairperson of the Neighborhood Revitalization (NRP) Program BOT Sub-committee shall be authorized to approve (as recommended by the Community Manager or designee) the expenditures of NRP funds in excess of \$7,500 and not to exceed \$25,000 by staff toward the acquisition of a target property identified by the Sub-Committee in accordance with NRP rules as established by the BOT.

The purchase of the property shall be ratified by the Board of Trustees at the next scheduled regular meeting of the Board of Trustees.

The Chairman of the NRP BOT Sub-Committee shall be authorized to sign any proposed contracts for sale of BBRD owned properties acquired through the NRP (as recommended by the Community Manager or designee). Once a property is under contract for sale, the transaction shall be placed on the next regularly scheduled BOT meeting agenda for confirmation.

ARTICLE VII

CONFLICT OF INTEREST

Section 1

“A code of ethics for all state employees and non-judicial officers prohibiting conflict between public duty and private interest shall be prescribed by law.” (Article III, Sec. 18, Fla. Const.) This mandated Code of Ethics is found in Chapter 112 (Part III) of the Florida Statutes.

Section 2

Immediate family members of a Trustee shall be prohibited from formal employment or serving in a volunteer capacity (i.e. Golf-Pro Shop Player Assistants, Courtesy Golf Cart Drivers, etc.) with the District during the term(s) of service of said Trustee. This prohibition shall begin upon the post-election or post-appointment formal commencement of the term of the Trustee. Any family members of a Trustee classified as a current employee (whether working or on approved leave) as of August 9, 2019 will be exempt from this prohibition until the employee separates employment. Immediate family members falling within this prohibition shall be eligible for reemployment with District upon the expiration of the term(s) of the Trustee to which they are related. For purposes of this prohibition, “immediate family member” is defined as one

of the following: spouse or significant other, parent/step parent, child/step child, grandparent, grandchild, brother/brother-in-law, sister/sister-in-law, uncle, aunt, nephew, niece, first cousin, in-laws (father, mother, son daughter).

ARTICLE VIII

ADMINISTRATIVE DUTIES

Section 1

The Board of Trustees employs a Community Manager who is the chief appointed officer responsible for the daily operations and management of all BBRD personnel and functions. The Board of Trustees, as a group in public meetings, provides direction to the Community Manager regarding policy and operational activities. The Board of Trustees is responsible for the selection, evaluation and termination of the Community Manager and/or management company (in lieu of directly hiring a Community Manager). Individual Trustees may discuss any specific issue with the Community Manager in private, but shall not provide specific direction regarding District administrative operations of BBRD, including the operation of individual departments or and management of employees.

Section 2

Trustees should work closely with volunteer groups or individuals including the District as well as with the Barefoot Bay Homeowners Association.

Section 3

Organizational Chart

An organizational chart of the District specifying the Trustee positions and operations structure of the staff will be maintained and modified as required.

ARTICLE IX

ORDER OF BUSINESS

Section 1

1. Thought for the Day
2. Pledge of Allegiance to the Flag
3. Roll Call
4. Additions or Deletions to the Agenda
5. Approval of the Agenda
- 4.6. Presentations and Proclamations
- 5.7. Approval of Minutes

- ~~6-8.~~ Treasurer's Report
- ~~7-9.~~ Audience Participation
- ~~8-10.~~ Unfinished Business
- ~~9-11.~~ New Business
- ~~10-12.~~ Community Manager's Report
- ~~11-13.~~ Attorney's Report
- ~~12-14.~~ Incidental Trustee Remarks
- ~~13-15.~~ Adjournment

ARTICLE X

AMENDMENTS

Section 1

Amendments to these Rules and Regulations may be introduced by any Trustee in writing. A copy of the proposed amendment shall be posted by the staff on the official bulletin board and on www.bbrd.org at least seven (7) days prior to the next regular meeting of the Board, after which the Trustees shall vote on the proposed amendment.

Any amendment to these Rules adopted in accordance with this article shall become effective no sooner than seven (7) days after the date of the adoption of a resolution setting forth any amendments.

ARTICLE XI

PRECEDENT OF LAW

Section 1

Any portion of the Rules in conflict with Florida Laws and the Charter shall be invalid.

Section 2

These Rules shall supersede any and all previous Rules adopted, including but not limited to, Part I of Resolution 2004-1, 2007-03, 2008-07, 2010-19, 2014-01, 2015-07, 2016-02, 2016-21, 2017-06, 2017-12, 2017-15, ~~and 2021-06~~, and 2021-16. Amendments approved on September 24, 2019 and October 22, 2019 were made without resolutions.

Section 3

These Rules are effective upon passage by the Board and adoption of resolution defining said amendments.

DATED: _____

Michael Maino,
Chairperson

Jeff Grunow,
Secretary

Board of Trustees

Meeting Agenda Memo

Date: Tuesday, September 28, 2021
Title: **ADA Lifts for Pools Proposal**
Section & Item: 9.B
Department: R&M/Capital Projects
Fiscal Impact: \$42,795.00
Contact: Matt Goetz, Property Services Manager, John W Coffey, ICMA-CM, Community Manager
Attachments: Family Pools proposal, email from Comm. Mgr. to Trustees, 2011 Memo to Trustees on ADA requirements for BBRD pool facilities
Reviewed by
General Counsel: N/A
Approved by: John W. Coffey, ICMA-CM, Community Manager



Requested Action by BOT

Approval of proposal for installation of ADA lifts at all three pools.

Background and Summary Information

Earlier this year, continuing to repair the existing ADA lift at Pool #1 became unattainable due to inability to find replacement parts and frequency of needed repairs. During the research phase of the procurement, staff received conflicting information regarding the need to add ADA lifts at Pool #2 and #3 from suppliers. On July 28, 2021, BBRD General Counsel Repperger opined that BBRD was required to have ADA lifts at all three pools as originally opined in a 2011 memo to the BOT Chairman and (former) Community Manager. As the 2011 memorandum was unknown to staff, the Community Manager immediately instructed the Property Services Manager to solicit the installation of ADA lifts at all three pools from BBRD's pool services vendor of record which is listed below.

\$42,795.00 Family Pools

Staff continues to work with interested parties to seek lower cost comparable units (including installation and permitting).

Sufficient fund balance is available for the cost of the project.

Hence, (unless a lower cost comparable unit is located) staff recommends the BOT approve the \$42,795.00 proposal from Family Pools for the installation of ADA pool lifts at all three pools and instruct staff to process a budget amendment recognizing the use of fund balance for the project.

-

Family Pools Inc.

873 SW South Macedo Blvd.

Port St Lucie, FL 34983

+1 7728788452

familypoolsinc@outlook.com

**ESTIMATE #** 982101**DATE** 09/08/2021**BILL TO**

Barefoot bay Recreation

District

625 Barefoot Blvd.

Barefoot Bay, FL 32976

SHIP TO

Barefoot Bay Recreation District

DESCRIPTION	QTY	RATE	AMOUNT
ADA Lift SCOUT EXCEL LIFT WHT W BLU SEAT SCOUT POOL LIFTS STANDARD ANCHOR PERMITS FOOTERS FOR INSTALL THIS IS A PRICE FOR EACH LIFT NEEDED Independent Contractor Agreement Fees - These Fees Are Billed For The Lifts	3	8,975.00	26,925.00
All quoted pricing is valid UNTIL SEPTEMBER 29, 2021 Each Pool Location To Recieve (1) Lift Per Estimate Above 1344 Gardenia Dr, Sebastian, FL 32976 1080 Parkway Ln, Sebastian, FL 32976 625 Barefoot Blvd, Sebastian, FL 32976 Drafting & Engineering Pool Equipment & Surge Tank Relocation/Modification 1344 Gardenia Dr, Sebastian, FL	3	3,190.00	9,570.00
	1	4,500.00	4,500.00

DESCRIPTION	QTY	RATE	AMOUNT
Independent Contractor Agreement Fees - These Fees Are Billed Only For The Drafting & Engineering Please Provide The Needed List Of Documents: We Need A Site Plan, Survey & DOH Docs For This Pool Estimate valid until September 29, 2021	1	1,800.00	1,800.00

GRAND TOTAL

\$42,795.00

PAYMENT TERMS:

DEPOSIT \$22,000.00

DUE UPON \$12,795.00

DUE UPON LIFT INSTALL COMPLETION \$8,000.00

John Coffey

From: John Coffey
Sent: Wednesday, July 28, 2021 9:10 AM
Cc: Rich Armington; Matt Goetz; Cliff Repperger
Subject: FW: Pool lifts and ADA compliance
Attachments: Memorandum to Trustees on ADA requirements for BBRD pool facilities.pdf; Chapter 2, Section 242, ADA Guidelines.pdf; Chapter 10, Section 1009, ADA Guidelines.pdf

Trustees,

Last night (via the below email and attachments) I became aware of an opinion from Cliff that we are required under ADA to have handicap lifts at all three pools. The reason this issue came to our attention is we are no longer able to secure parts to repair the current lift at Pool #1 and in researching options for replacement we ran into information suggesting all pools require one. Hence, Matt requested Cliff's opinion and he provided the below email and attachments. Sadly, I was not informed of this when I started on October 14, 2013, nor did former Chairman Guinther ever mention it to me or ask for lifts to be put in FY15 or FY16 Budgets, nor did Matt's predecessor ever mention this to me.

Hence, I have asked Matt to contact our Pools continuing services contractor for a bid to install three lifts. I anticipate the cost to be substantial but once we have the price I will give you options on how to absorb it (i.e., projects that can be deferred in FY22 or operational savings). If you read Cliff's December 23, 2011 opinion, you will notice a clause where an entity does not have to install them if it "create an undue (Financial or administrative) hardship..." While you may prefer not to make the expenditures for the new lifts, no one can seriously claim a financial hardship given our level of discretionary resources for R&M/Capital project.

I am sure I will have a 3rd bad news email for you later in the day...

Sincerely,

John W. Coffey, ICMA-CM

Community Manager
Barefoot Bay Recreation District
625 Barefoot Blvd.
Barefoot Bay, FL 32976
Phone: 772.664.3141
Fax: 772.664.1928

PUBLIC RECORDS NOTICE: Barefoot Bay Recreation District (BBRD) is governed by the State of Florida public records law. This means that the information BBRD receives online including your e-mail address might be disclosed to any person making a public records request. If you have any question about the Florida public records law refer to Chapter 119 Florida Statutes. Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public-records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing.

From: Cliff Repperger <cliff@whitebirdlaw.com>
Sent: Tuesday, July 27, 2021 8:46 PM
To: Matt Goetz <mattgoetz@bbird.org>
Cc: John Coffey <jcoffey@bbird.org>
Subject: RE: Pool lifts and ADA compliance

Matt,

It's somewhat of an involved issue, but the analysis is *relatively* simple. Basically, all BBRD pools are required to be ADA compliant (notwithstanding the potential exemption below). The compliance (or lack of compliance) at Pool 1, has nothing to do with Pool 2 or Pool 3 and vice versa.

Attached is a Memorandum I wrote in 2011 regarding ADA compliance for BBRD's Swimming Facilities. At the time I wrote the Memorandum, compliance was required by March 15, 2012. This was later extended to January 31, 2013, which is pretty much irrelevant now.

The Applicable Guidelines haven't changed much since the time of my memo. Below is link to the guidelines. Search Sections 1009 and 242 to compare the current requirements to the attached pdfs (requirements at the time of the Memorandum).

https://www.ada.gov/2010ADASTandards_index.htm

The bottom line, as addressed in my Memorandum (and in the link you provided), is that existing pools don't need to be made compliant if doing so is not "readily achievable." Providing access is not "readily achievable" if it would involve "significant difficulty or expense." As cited in my Memorandum, that expense would have to be pretty significant to support an assertion that compliance (via lift) is not "readily achievable."

After you and John have a chance to absorb this information, let me know if you want to discuss this in greater detail.

Best regards,

Cliff

Clifford R. Repperger, Jr., Esq.
Partner

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From: Matt Goetz <mattgoetz@bbrd.org>
Sent: Tuesday, July 27, 2021 3:54 PM
To: Cliff Repperger <cliff@whitebirdlaw.com>
Subject: Pool lifts and ADA compliance

Good afternoon, Cliff,

We are trying to understand the ADA compliance for ADA lifts at the pools. Somewhere in the last 10 years BBRD purchased a portable lift for resident and guest use which unfortunately has decided to go on permanent break and our understanding is that portable lifts no longer meet the standards. Additionally, we have been told that if we install 1 permanent mounted lift at pool 1 for instance, we are then required by ADA law to install them at each of the other 2 pools. I have attached 1 of the documents i have found through the ADA however it feels like it jumps around a bit, so we are seeking a legal opinion on where we go from here. As always please feel free to contact me with any questions.

Questions and Answers: Accessibility Requirements for Existing Swimming Pools at Hotels and Other Public Accommodations - ADA.gov homepage

The ADA Home Page provides access to Americans with Disabilities Act (ADA) regulations for businesses and State and local governments, technical assistance materials, ADA Standards for Accessible Design, links to Federal agencies with ADA responsibilities and information, updates on new ADA requirements, streaming video, information about Department of Justice ADA settlement agreements ...

www.ada.gov

Thank you,

Matthew Goetz
Property service manager
Barefoot Bay Recreation District
Office: (772)664-2063
Cell: (772)494-9985

321-727-8100

CLIFF.REPPERGER@GRAY-ROBINSON.COM

MEMORANDUM


TO: Tom Guinther, Chairman and Honorable Board of Trustees
Barefoot Bay Recreation District ("BBRD")

CC: Jason Yarborough, Community Manager, BBRD

FROM: Clifford Repperger, General Counsel, BBRD

DATE: December 23, 2011

SUBJECT: Americans with Disabilities Act (ADA) Regulations for Swimming Pools



QUESTION: Is BBRD required to comply with new ADA regulations for its swimming pool facilities, and if so, what requirements must be met?

ANSWER: Yes. BBRD must comply with the new ADA regulations implementing swimming pool accessibility standards. These standards are required to be implemented by March 15, 2012. The scope of the standards is discussed below.

DISCUSSION¹:

This Memorandum is written in response to a recent request from Trustee McAfee, through Community Manager Jason Yarborough, to opine on whether recent amendments to ADA regulations implementing swimming pool accessibility standards are applicable to BBRD, and if so, what requirements must be met.

The original Americans with Disabilities Act was signed into law on July 26, 1990. Title II of the Act covers state and local government facilities, such as those owned and operated by BBRD.

¹ Portions of this Memorandum were researched and copied from information posted on the Florida Swimming Pool Association (FSPA) website, <http://www.floridapoolpro.com/industry/govtrelations/ADA.html> and various other trade and local government industry websites. The information obtained from these sites was independently verified through the United States Department of Justice website regarding the recent amendments to ADA: <http://www.ada.gov/regs2010/ADAregs2010.htm>

Tom Guinther, Chairman and Honorable Board of Trustees
Barefoot Bay Recreation District ("BBRD")
December 23, 2011
Page 2

The original ADA enforcement guidelines did not provide accessibility standards for swimming pools and spas. However, in 2004, the Department of Justice issued enforcement guidelines that included pools and spas. At that point, they were just that; guidelines, and not law.

In July 2010, the Department of Justice announced its final rulemaking. The revised regulations converted the guidelines into law. These regulations were published in the Federal Register on or about September 15, 2010 and took effect on March 15, 2011. **Mandatory compliance with these regulations is required no later than March 15, 2012.**

Title II facilities, including BBRD, may be excluded if they can prove that the changes and modifications required by the revised regulations would significantly alter the historic nature of a facility or if the modifications create an undue (financial or administrative) hardship for the facility. However, given the U.S. Department of Justice's acknowledgement that commenters to the proposed regulations stated that the cost of a pool lift is approximately \$5,000 and that other non-structural options would not be a financial hardship², it appears that establishing such a hardship would be difficult.

The new regulations provide that any swimming pool with less than 300 linear feet of pool wall must provide one (1) means of access either by sloped entry or by the installation of a pool lift. In addition, any pool that has over 300 linear feet of pool wall must provide two (2) means of access, which can be any of five designated means of access: (1) pool lifts, (2) sloped entries, (3) transfer walls, (4) transfer systems, or (5) accessible pool stairs. The specific requirements for swimming pools, wading pools, and spas can be found in Chapter 2, Section 242 of the revised ADA guidelines (attached). The criteria that each of the means of access must meet are found in Chapter 10, Section 1009 of the revised ADA guidelines (attached). Accordingly, BBRD management should determine the linear feet of the pool wall at each of its pool facilities to determine which means of access modifications must be made at each one of its pool facilities by March 15, 2012.

Although the mandatory compliance date is March 15, 2012, it is unlikely that BBRD would see any immediate local agency enforcement action if such means of access are not installed on that date. However, BBRD could be subject to a civil lawsuit initiated by a plaintiff who sues for non-compliance if such means of access are not installed. Such a suit would likely require compliance with the law and could subject BBRD to exposure for payment of the Plaintiff's attorney's fees, but would not generally involve damages.

If you have any questions or concerns regarding this issue, please feel free to contact me.

(Enclosures)
713283 v1

² Acknowledgement found in the Section by Section Analysis and Response to Public Comment to the proposed regulations.

Board of Trustees

Meeting Agenda Memo

Date: Tuesday, September 28, 2021

Title: **Building A Renovations Project: Change Order #14 Confirmation**

Section & Item: 9.C

Department: R&M/Capital Projects

Fiscal Impact: \$3,556.05

Contact: Matt Goetz, Property Services Manager, John W Coffey, ICMA-CM, Community Manager

Attachments: Bldg A Renovations Change Order tracker, signed change order 14

Reviewed by General Counsel: N/A

Approved by: John W. Coffey, ICMA-CM, Community Manager



Requested Action by BOT

Confirmation of the Community Manager's approval of Change Orders #14A, #14B, and 14C for minor alterations and a credit for damages to BBRD property.

Background and Summary Information

During the course of installing the kitchen equipment, two minor issues arose requiring modest change orders. To keep the project moving forward, the Community Manager verbally approved the modifications and requested the general contractor to submit them as part of a final change order packet. Additionally, the vendor submitted a credit change order (#14C) for damages to one of the two pots outside of Building A that reduced the combined cost.

These change orders are expected to be the final change orders of the project. Sufficient fund balance exists to cover this unexpected expense.

Hence, staff recommends the BOT confirm the Community Manager's approval of Change Orders #14A, #14B, and #14C in the amount of \$3,556.05 for minor alterations offset by a credit for damages to Parkit Construction, Inc. and instruct staff to prepare the necessary budget amendment to fund the cost.

Building A Renovations Project Contract Cost History

Date	Change Order #	Description	Change Order Cost	Revised Contract Cost	Approved By
26-May-20	N/A	Original contract		564,435.00	BOT
N/A	N/A	Various direct equipment purchases by BBRD (previous and remaining planned) as allowed by the contract	(191,992.55)	372,442.45	N/A
17-Nov-20	1	Replace structural support under rooftop HVAC systems (30 extra days)	22,245.60	394,688.05	Comm. Mgr.
17-Nov-20	2	Replace AC duct and exhaust fan system in eastside air handler room	10,044.89	404,732.94	Comm. Mgr.
17-Nov-20	3	Add Electrical run, step down transformer, lights, and ceil fan outlet to Pavilion (cost to be offset by CVO donation of \$2,555.78)	17,767.50	422,500.44	BOT
17-Nov-20	4	Remove and replace storage area floor to facilitate plumbing changes	1,725.00	424,225.44	Comm. Mgr.
14-Jan-21	5	Removal of unforeseen vent pipe (was abandoned in place year unknown)	747.50	424,972.94	Comm. Mgr.
14-Jan-21	6	Removal of obsolete rooftop HVAC (abandoned in place circa 2007)	977.50	425,950.44	Comm. Mgr.
14-Jan-21	7	Conversion of propane tank usage to connection of existing 1,000 gallon underground tank) (7 extra days)	5,635.00	431,585.44	Comm. Mgr.
14-Jan-21	8	Removal of electrical outlet conflicting with new opening in a wall and installation of new electrical home run	3,450.00	435,035.44	Comm. Mgr.
16-Mar-21	9	Deconfliction of existing duct work for new hood system	1,897.00	436,932.44	BOT
16-Mar-21	10	Additional hand sink	4,046.85	440,979.29	BOT
16-Mar-21	10a	Time extension of 45 days	-	440,979.29	BOT
27-Apr-21	11	Main kitchen entrance ceiling adjustment	1,137.74	442,117.03	BOT
27-Apr-21	12	Increased size of freezer slab	2,519.52	444,636.55	BOT
27-Apr-21	12a	Time extension of 39 days	-	444,636.55	BOT
27-Aug-21	13	Hood exhaust pipes platform	34,292.13	478,928.68	Comm. Mgr.
7-Sep-21	14A	Revised disconnect for dish table	2,612.80	481,541.48	Comm. Mgr.
7-Sep-21	14B	Additional electrical relay box	1,443.25	482,984.73	Comm. Mgr.
7-Sep-21	14C	Credit for damage	(500.00)	482,484.73	Comm. Mgr.
Total			110,042.28		
		Direct purchases per contract		204,667.55	
		Plug in equipment outside of contract		44,248.26	
Estimated Project Total				731,400.54	
FY22-26 5yrFM&CIP Budget Estimate				607,000.00	
Overage				124,400.54	20.49%

Job No./Name BBRD Building A Parkit Construction, Inc.				Date Through 04-Sep-21	
FCN No. 14A				RFI or RFP No. RCO No.	
Description of Work: Furnish and Install Revised Blade Disconnect for Dishtable in Rear of Kitchen. Disconnect specified did not match voltage & amperage of dishtable utilized. Had to provide disconnect with higher amperage.					
Subcontractor					
	Qty	U/M	Unit Cost	Total Amount	
Current Electrical Solutions	1.00	LS	\$ 2,272.00	\$ 2,272.00	
		LS	\$ -		
Total Subcontractor				\$ 2,272.00	
Material					
	Qty	U/M	Unit Cost	Total Amount	
	0.00	LS	\$ -	\$ -	
	0.00	LS	\$ -	\$ -	
Total Material				\$ -	
Labor					
	Qty	U/M	Unit Cost	Total Amount	
	0.00	HRS	\$ -	\$ -	
Total Labor				\$ -	
Equipment					
	Qty	U/M	Unit Cost	Total Amount	
	0.00	Days	\$ -	\$ -	
	0.00	Days	\$ -	\$ -	
Total Equipment				\$ -	
Other					
	Qty	U/M	Unit Cost	Total Amount	
	1.00	LS	\$ -	\$ -	
	1.00	LS	\$ -	\$ -	
Total Other				\$ -	
Subtotal #1				\$ 2,272.00	
Overhead Markup (Discount from 10 to 5)	5.00%		\$ 113.60	\$ 113.60	
Profit Markup	10.00%		\$ 227.20	\$ 227.20	
Bond (Not needed due to ODP reductions)	3.00%		\$ -	\$ -	
Total Cost for Change				\$ 2,612.80	
Time Requested		=	0		

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07 Sep 21

Job No./Name BBRD Building A Parkit Construction, Inc.		Date Through 04-Sep-21	
FCN No. 14B		RFI or RFP No. RCO No.	
Description of Work: Additional Electrical Relay Box with Contactors needed for base outlets by Kitchen Hood area. Wiring through hood system did not allow for proper shutoff of outlets in event of emergency.			
Subcontractor		Qty	U/M
		Unit Cost	Total Amount
Current Electrical Solutions	1.00	LS \$	1,255.00 \$
		LS \$	-
Total Subcontractor			\$ 1,255.00
Material		Qty	U/M
		Unit Cost	Total Amount
	0.00	LS \$	- \$
	0.00	LS \$	- \$
Total Material			\$ -
Labor		Qty	U/M
		Unit Cost	Total Amount
	0.00	HRS \$	- \$
Total Labor			\$ -
Equipment		Qty	U/M
		Unit Cost	Total Amount
	0.00	Days \$	- \$
	0.00	Days \$	- \$
Total Equipment			\$ -
Other		Qty	U/M
		Unit Cost	Total Amount
	1.00	LS \$	- \$
	1.00	LS \$	- \$
Total Other			\$ -
Subtotal #1			\$ 1,255.00
Overhead Markup (Discount from 10 to 5)	5.00%	\$	62.75 \$
Profit Markup	10.00%	\$	125.50 \$
Bond (Not needed due to ODP reductions)	3.00%	\$	- \$
Total Cost for Change			\$ 1,443.25
Time Requested		=	0

GLW. Uffey
07 Sep 21

Job No./Name BBRD Building A Parkit Construction, Inc.				Date Through 04-Sep-21	
FCN No. 14C Credit				RFI or RFP No. RCO No.	
Description of Work: Subcontractor inadvertently damaged top lip of exterior flower pot at Entry to Bldg. A when removing materials from Site. Credit due to Owner of \$500.00					
Subcontractor					
	Qty	U/M	Unit Cost	Total Amount	
Subcontractor Damage to Flower Pot	1.00	LS	\$ (434.78)	\$ (434.78)	
		LS			
Total Subcontractor				\$ (434.78)	
Material					
	Qty	U/M	Unit Cost	Total Amount	
	0.00	LS	\$ -	\$ -	
	0.00	LS	\$ -	\$ -	
Total Material				\$ -	
Labor					
	Qty	U/M	Unit Cost	Total Amount	
	0.00	HRS	\$ -	\$ -	
Total Labor				\$ -	
Equipment					
	Qty	U/M	Unit Cost	Total Amount	
	0.00	Days	\$ -	\$ -	
	0.00	Days	\$ -	\$ -	
Total Equipment				\$ -	
Other					
	Qty	U/M	Unit Cost	Total Amount	
	1.00	LS	\$ -	\$ -	
	1.00	LS	\$ -	\$ -	
Total Other				\$ -	
Subtotal #1				\$ (434.78)	
Overhead Markup (Discount from 10 to 5)	5.00%		\$ (21.74)	\$ (21.74)	
Profit Markup	10.00%		\$ (43.48)	\$ (43.48)	
Bond (Not needed due to ODP reductions)	3.00%		\$ -	\$ -	
Total Cost for Change (Credit to Owner)				\$ (500.00)	
Time Requested		=	0		

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Board of Trustees

Meeting Agenda Memo

Date: Tuesday, September 28, 2021

Title: **Lease Agreement with Brevard County (Utility Services Department)**

Section & Item: 9.D

Department: Administration

Fiscal Impact: Rental Max \$15,243.52 per annum (including CAM) for five (5) year renewal term.

Contact: Charles Henley, Finance Manager, Cliff Repperger, General Counsel, General Counsel

Attachments: 9030216 Brevard Cnty Water Executed 2016 lease

Reviewed by General Counsel: Yes

Approved by: John W. Coffey, ICMA-CM, Community Manager



Requested Action by BOT

Approval of Amendment and Renewal of Lease Agreement with Brevard County (for Utility Services Department).

Background and Summary Information

The current Lease Agreement with Brevard County for the Brevard County Utility Service Department is for a period of five (5) years commencing October 1, 2016, and ending on September 30, 2021.

The parties propose to amend and renew the current Lease Agreement beginning October 1, 2021, and ending September 30, 2026, with an annual increase in base rent over the entire renewal period of ten percent (10%).

LEASE AGREEMENT

THIS LEASE AGREEMENT is made and entered into this 20 day of Sept. 2016, 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, (hereinafter referred to as "Lessor") and Brevard County 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. 3, Suite 2 located at
931 Barefoot Blvd.
Barefoot Bay, FL 32976

1. Term.

(a) The term of this Lease shall be for a period of 5 years commencing on October 1, 2016 and ending on September 30, 2021.

(b) Provided that the Lessee is not in default of any provisions of this lease, Lessee and Lessor may agree to renew or extend said lease for one (1) additional five (5) year period upon the same terms, covenants and conditions as set forth herein, except that Lessor, at its option, may increase the base rent by as much as five percent (5%) per renewal period. In no event shall base rent increase more than five percent (5%) in any renewal period. Lessee and Lessor shall agree to renew by giving written notice of intent to renew to each other not less than sixty (60) days prior to the expiration of the initial term hereof.

2. Rent.

(a) The total rent payable by Lessee to Lessor during the term of this Lease shall be \$55,926.50, payable in five (5) equal annual installments of \$11,185.30, with annual CPI increases. At the time 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 to Lessor. The Lessee also agrees to pay, at the time rental payments are made their proportionate share of CAM charges in the amount of \$142.34 per month, (\$1,708.10 annually). Said CAM charges may be increased from time to time pursuant to Paragraph 9(b) of this Agreement. Commencing from the commencement date of this Agreement, Tenant agrees to pay to the Landlord 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.

Each monthly installment of rent, real estate taxes and CAM charges shall be payable in advance 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.

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:**

This section intentionally left blank

6. **Taxes.**

This section intentionally left blank

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. 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

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premises caused by such removal, all at Lessee's cost and expense. Lessee shall submit to Lessor plans and specifications for all alterations and additions at the time Lessor's consent is sought.

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. 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 an annual maintenance contract of the Air Conditioning unit, and provide a copy of the contract 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 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 insure that the parking area and common areas are properly maintained, Lessee shall pay Lessor \$142.34 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


Lessor's Initial


Lessee's Initial

fails to make said payment within ten (10) days of receipt of said statement, Lessee shall pay Lessor a Twenty Five Dollar (\$25.00) 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.

11. **Use.**

(a) **Use.** The leased premises shall be used and occupied by Lessee as Utility Billing and Administrative Office 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/she/it 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. Lessee shall not commit or suffer to be committed any waste in or upon 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.

(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 7:00 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


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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.

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


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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 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

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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.

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


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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.

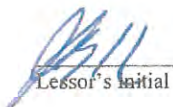
21. **Lessor's Default Options.** In the event of the occurrence of any default specified hereunder, Lessor may, at any time thereafter, without limiting Lessor in the exercise of any right or remedy at law or in equity which Lessor may have by reason of such default or breach:

(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.

(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, Lessor shall also recover all expenses incurred by reason of the breach, including, but not limited to, reasonable attorney's fees and court costs, and the 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


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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 or in the windows, doors or exterior of the leased premises, and no sidewalk racks or other display or vending machines shall be permitted. 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 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


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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.

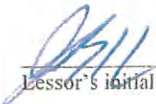
27. **Captions; Attachments; Defined Terms:**

(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.

(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.


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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.

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.


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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.

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:

Lori M. Kenney
Printed Name: Lori M. Kenney

→ SUSAN Cuddie
Printed Name: Susan Cuddie

BAREFOOT BAY RECREATION
DISTRICT
AS LESSOR

By: Joseph H. Kloskey
Printed Name: JOSEPH KLOSKEY
As its: Chairman

Date: Sept 8, 2016

Signed, sealed and delivered

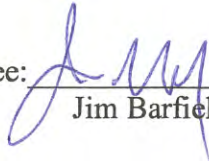
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BOARD OF COUNTY COMMISSIONERS
OF BREVARD COUNTY, FLORIDA

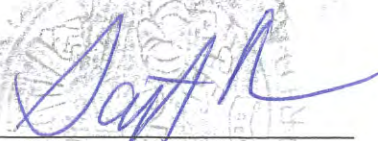
As Lessee:


Jim Barfield, Chairman

Date: September 20, 2016

ATTEST:

By:


Scott Ellis, Clerk

As approved by the Board on: September 20, 2016



Tammy Rowe, Clerk to the Board, 400 South Street • P.O. Box 999, Titusville, Florida 32781-0999

Telephone: (321) 637-2001
Fax: (321) 264-6972
Tammy.Rowe@brevardclerk.us

September 21, 2016

M E M O R A N D U M

TO: Jim Helmer, Utility Services Director

RE: Item II.A.5., Five-Year Lease Agreement with Barefoot Bay Recreation District for Office Space Used by the Utility Services Department for Billing and Customer Service in Barefoot Bay

The Board of County Commissioners, in regular session on September 20, 2016, executed the five-year Lease Agreement with the Barefoot Bay Recreation District for office space used by the Utility Services Department, for water billing and customer service in Barefoot Bay; and authorized the County Manager, or his designee, to sign for a one-year extension at the end of the initial five-year lease. Enclosed are two fully-executed Lease Agreements for your action.

Your continued cooperation is greatly appreciated.

Sincerely yours,

BOARD OF COUNTY COMMISSIONERS
SCOTT ELLIS, CLERK

Tammy Rowe

Tammy Rowe, Deputy Clerk

/ds

Encls. (2)

cc: Contracts Administration
County Manager
Finance
Budget

Board of Trustees

Meeting Agenda Memo

Date: Tuesday, September 28, 2021

Title: **FY21 Budget Amendment - Change Order 13 to the Building A Renovations Project**

Section & Item: 9.E

Department: Administration, Finance

Fiscal Impact: \$34,292.13

Contact: Charles Henley, Finance Manager, John W Coffey, ICMA-CM, Community Manager

Attachments: 210514 Resolution 2021-19 - Change Order 13 to the Building A Renovation Project, 09.10.2021 Building A Renovations Project Change Order 13 Memo

Reviewed by

General

Counsel:

Approved by: John W. Coffey, ICMA-CM, Community Manager



Requested Action by BOT

Board Approval of Budget Resolution 2021-19 increasing budgeted expenditures Change Order 13 to the Building A Renovations Project.

Background and Summary Information

Staff was directed at the September 10th, 2021 BOT regular meeting, to prepare the necessary budget amendment to fund Change Order 13 (for the fabrication, delivery and installation of a work platform around the hood exhaust) to the Building A Renovations Project using Fund Balance.

		Increase	Decrease
R&M/Captial Projects	Building A Renovations Project	\$ 34,292.13	
	Use of Fund Balance		\$ 34,292.13
		\$ 34,292.13	\$ 34,292.13

Staff recommends the BOT approve Resolution 2021-19 increasing budgeted expenditures for the Building A Renovations Project using Fund Balance.

RESOLUTION 2021-19

**A RESOLUTION OF THE BOARD OF TRUSTEES
OF THE BAREFOOT BAY RECREATION
DISTRICT AMENDING RESOLUTION 2020-08;
AMENDING THE BUDGET.**

WHEREAS, the Barefoot Bay Recreation District Board of Trustees adopted Resolution 2020-08, an operating Budget for the Fiscal Year beginning October 1, 2020 and ending September 30, 2021; 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 2020-21:

An Amendment in the amount of \$34,292.13 to be added to the Building A Renovation Project expenditure line-item budget in the R&M/Capital Projects Department using Fund Balance.

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, 2020 and ending September 30, 2021.

Section 2. The Community Manager and the Finance Manager are directed to adjust FY 2020/21 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, Jeff Grunow
Trustee, James Nugent
Trustee, Michael Morrissey

The Chairman thereupon declared this Resolution Done, Ordered, and Adopted on this 28th day of September, 2021.

BAREFOOT BAY RECREATION DISTRICT

By: _____
Michael Maino,
CHAIRMAN

Jeff Grunow,
SECRETARY

Board of Trustees

Meeting Agenda Memo

Date: Friday, September 10, 2021
Title: **Building A Renovations Project: Change Order #13 Confirmation**
Section & Item: 9.G
Department: R&M/Capital Projects
Fiscal Impact: \$34,292.13
Contact: Matt Goetz, Property Services Manager, John W Coffey, ICMA-CM, Community Manager
Attachments: Building A Renovations Project CO 13, Bldg A Renovations Change Order tracker
Reviewed by General Counsel: N/A
Approved by: John W. Coffey, ICMA-CM, Community Manager



Requested Action by BOT

Confirmation of the Community Manager's approval of Change Order #13 to add a work platform around the kitchen exhaust pipes as required by Brevard County subsequent to approval of the project's building permit.

Background and Summary Information

Brevard County Building Department approved the Building A Renovations project construction plans in 2020 without work platforms around the kitchen exhaust pipes on the kitchen roof. On June 6, 2021, the County Building Inspector informed the general contractor that the project would not receive the final inspection approval without adding said platform. On June 27, 2021, BCRD's engineer of record was able to substantiate that Brevard County's last-minute requirement of the platform was based on the unique interpretation of Florida Fire Prevention Code (FFPC). Hence, staff authorized the design and costing of the addition to the original construction plans.

On August 27, 2021, staff received the proposed Change Order #13 for fabrication, delivery and installation of the platform (excluding minor roofing expense to be provided by a third party) in the amount of \$34,292.13. In consultation with BOT Chairman Maino, the Community Manager approved the change order to expedite the completion of the project (estimated time frame is 6-8 weeks after the building permit is approved). The Community Manager then notified the rest of the BOT of his action and that confirmation of his approval (exceeding his spending authority) would be placed on this agenda for transparency purposes.

Sufficient fund balance exists to cover this unexpected expense.

Overall, the work is 99.9% complete and staff anticipates the BOT and residents will be happy with the project once it is completed.

Hence, staff recommends the BOT confirm the Community Manager's approval of Change Order #13 in the amount of \$34,292.13 for installation of a kitchen hood exhaust pipes platform to Parkit Construction, Inc. and instruct staff to prepare the necessary budget amendment to fund the cost.

Board of Trustees

Meeting Agenda Memo

Date: Tuesday, September 28, 2021

Title: **FY21 Budget Amendment - Restroom Trailer by Pickle Ball/Tennis Courts.**

Section & Item: 9.F

Department: Administration, Finance

Fiscal Impact: \$10,950

Contact: Charles Henley, Finance Manager, John W Coffey, ICMA-CM, Community Manager

Attachments: 210514 Resolution 2021-20 - Restroom Trailer by Pickle Ball and Tennis Courts, 09.10.2021 Restroom Trailer by Pickle Ball-Tennis Courts



Reviewed by

General Counsel: No

Approved by: John W. Coffey, ICMA-CM, Community Manager

Requested Action by BOT

Board Approval of Budget Resolution 2021-20 increasing budgeted expenditures for the Restroom Trailer by Pickle Ball/Tennis Courts.

Background and Summary Information

Staff was directed at the September 10th, 2021 BOT regular meeting, to prepare the necessary budget amendment to increase the funding for the Restroom Trailer by Pickle Ball and Tennis Courts using \$10,950 of Fund Balance.

		Increase	Decrease
R&M/Captial Projects	Restroom Trailer by Pickle Ball and Tennis Courts	\$ 10,950	
	Use of Fund Balance		\$ 10,950
		\$ 10,950	\$ 10,950

Staff recommends the BOT approve Resolution 2021-20 increasing budgeted expenditures for the Restroom Trailer by Pickle Ball/Tennis Courts using Fund Balance.

RESOLUTION 2021-20

**A RESOLUTION OF THE BOARD OF TRUSTEES
OF THE BAREFOOT BAY RECREATION
DISTRICT AMENDING RESOLUTION 2020-08;
AMENDING THE BUDGET.**

WHEREAS, the Barefoot Bay Recreation District Board of Trustees adopted Resolution 2020-08, an operating Budget for the Fiscal Year beginning October 1, 2020 and ending September 30, 2021; 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 2020-21:

An Amendment in the amount of \$10,950 to be added to the Restroom Trailer by Pickle Ball/Tennis Courts expenditure line-item budget in the R&M/Capital Projects Department using Fund Balance.

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, 2020 and ending September 30, 2021.

Section 2. The Community Manager and the Finance Manager are directed to adjust FY 2020/21 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, Jeff Grunow
Trustee, James Nugent
Trustee, Michael Morrissey

The Chairman thereupon declared this Resolution Done, Ordered, and Adopted on this 28th day of September, 2021.

BAREFOOT BAY RECREATION DISTRICT

By: _____
Michael Maino,
CHAIRMAN

Jeff Grunow,
SECRETARY

Board of Trustees

Meeting Agenda Memo

Date: Friday, September 10, 2021

Title: **Restroom Trailer by Pickle Ball/Tennis Courts Award of Contract**

Section & Item: 9.E

Department: R&M/Capital Projects

Fiscal Impact: Estimated \$60,950.00 (\$57,970 for trailer and estimated \$2,980 for delivery) (FY21 Budget of \$50,000)

Contact: Matt Goetz, Property Services Manager, John W Coffey, ICMA-CM, Community Manager

Attachments: Portable Restroom Trailers LLC bid, Montondo Trailer bid

Reviewed by

General Counsel: N/A

Approved by: John W. Coffey, ICMA-CM, Community Manager



Requested Action by BOT

Award of contract for procurement of a restroom trailer at the Pickle Ball/Tennis Courts to replace the current porta-potties.

Background and Summary Information

The FY21 Approved Budget contains \$50,000.00 for the acquisition and installation of a restroom trailer to replace the porta-potties near the Pickle Ball/Tennis Courts. Staff solicited the following bids for a three-station restroom trailer (one ADA accessible and two regular) and a hydraulic drop wheel system:

\$57,970.00 Portable Restroom Trailer LLC (est. \$2,980.00 delivery fee)

\$54,995.00 Montondo Trailer LLC (est. \$2,765.00 delivery fee)

During the bid solicitation process, staff traveled to North Carolina to inspect the quality of the unit available from Portable Restroom Trailers LLC. Staff was not able to inspect the Montondo Trailer LLC unit as the business is located in Buffalo, NY.

Due to the ease of entry into the non-handicap stations (one low step) and configuration of the trailer, staff believes the Portable Restroom Trailer LLC unit is the best fit for BBRD. The reader should note, staff will need to pour a concrete extension to the sidewalk south of the tennis courts to ensure ADA accessibility and regular pumping of the waste tank will be required as the unit will not be connected to the Brevard County sanitary sewer system.

Lastly, staff plans on minimal movement of the trailer through the year. Such movements will be limited to large gathers (i.e., Barefoot by the Lake Festival) and during approaching tropical events to limit potential damage from wind born debris and/or tree limb breakage.

Lastly, sufficient fund balance is available for the budget overage.

Hence, staff recommends the BOT award contract to Portable Restroom Trailers LLC in the amount of \$57,970.00 plus delivery for a three station (one handicap and two regular) hydraulic drop restroom trailer and instruct staff to prepare a budget amendment from fund balance to cover the overage.

Board of Trustees

Meeting Agenda Memo

Date: Tuesday, September 28, 2021

Title: **FY22 Budget Amendment - Employee Health and Ancillary Insurance Plans Savings Allocations**

Section & Item: 9.G

Department: Administration, Finance

Fiscal Impact: \$ 0

Contact: Charles Henley, Finance Manager, John W Coffey, ICMA-CM, Community Manager

Attachments: 210928 Resolution 2021-17 Health Insurance Savings, 08.24.2021 Health Insurance Memo

Reviewed by General Counsel:

Approved by: John W. Coffey, ICMA-CM, Community Manager



Requested Action by BOT

Approve Resolution 2021-17, amending the budget to transfer funds to the R&M Capital Projects Department from the Administration, Food & Beverage, Resident Relations, Golf and Property Services Departments

Background and Summary Information

On August 24th, 2021, the BOT approved the Employee Health and Ancillary Insurance plans and awarded the contracts that resulted in a budgeted savings of \$15,937.10.

Allocation Table:

			Increase	Decrease
R&M/Capital Projects	510606	Contingency	\$ 15,937.10	
Administration	210230	Medical/Dental/Life & AD&D Insurance		3,641.00
Food & Beverage	210230	Medical/Dental/Life & AD&D Insurance		2,812.00
Resident Relations	210230	Medical/Dental/Life & AD&D Insurance		2,822.00
Golf / Proshop	210230	Medical/Dental/Life & AD&D Insurance		566.00
Property Services	210230	Medical/Dental/Life & AD&D Insurance		6,096.10
			\$ 15,937.10	\$ 15,937.10

Staff recommends the BOT approve the resolution 2021-17 amending the Budget, reallocating funds to Contingency in the R&M/Capital Projects Department from various Departments with a zero total financial impact.

RESOLUTION 2021-17

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 to transfer \$3,641 from the Administration Department to be added to the Contingency in the R&M/Capital Department;

An Amendment to transfer \$2,812 from the Food & Beverage Department to be added to the Contingency in the R&M/Capital Department;

An Amendment to transfer \$2,822 from the Resident Relations Department to be added to the Contingency in the R&M/Capital Department;

An Amendment to transfer \$566 from the Golf/Proshop Department to be added to the Contingency in the R&M/Capital Department; and

An Amendment to transfer \$6,096.10 from the Property Services Department to be added to the Contingency in the R&M/Capital Department.

**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 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, Jeff Grunow

Trustee, James Nugent
Trustee, Michael Morrissey

The Chairman thereupon declared this Resolution Done, Ordered, and Adopted on this 28th day of September 2021.

BAREFOOT BAY RECREATION DISTRICT

By: _____
Michael Maino,
CHAIRMAN

Jeff Grunow,
SECRETARY

Board of Trustees

Meeting Agenda Memo

Date: Tuesday, August 24, 2021
 Title: **Liability & Workers' Compensation Insurance Award of Contract**
 Section & Item: 9.D
 Department: Administration, District Clerk
 Fiscal Impact: \$147,083.00 (FY22 Budget of \$177,434.00)
 Contact: Stephanie Brown, District Clerk, John Coffey, Community Manager
 Attachments: FMIT renewal offer, Proposal.FIA.PKG.BarefootBay liability, Proposal.FIA.WC.BarefootBay WC, PGIT WC Quote, PGIT Liability Quote



Reviewed by
 General Counsel: N/A
 Approved by: John W. Coffey, ICMA-CM, Community Manager

Requested Action by BOT

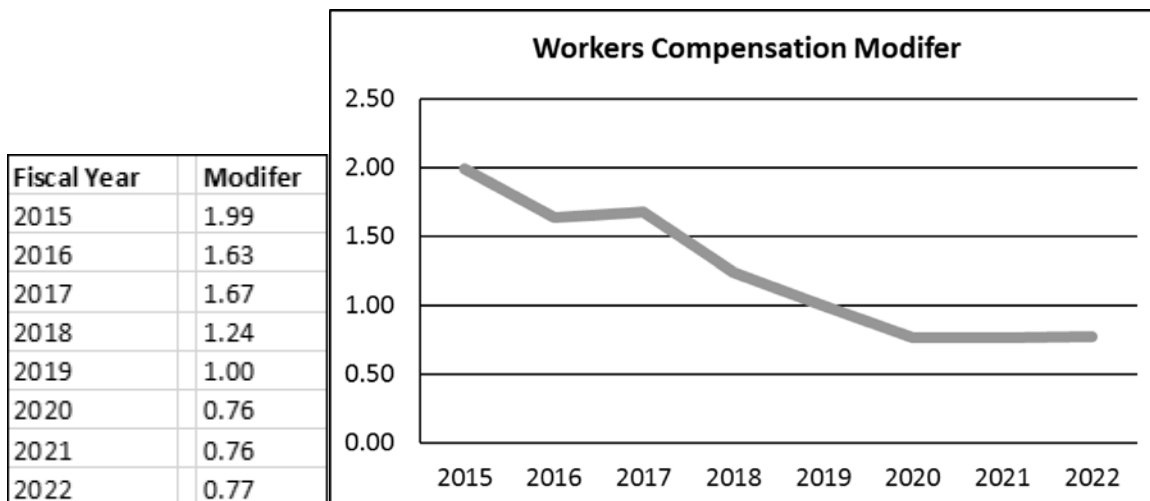
Award of contract for Liability & Workers' Compensation Insurance coverage to Florida Insurance Alliance (FIA) for FY22.

Background and Summary Information

The BOT changed general liability and workers' compensation insurance companies in FY18 from Public Risk Insurance Agency (PRIA) to Florida Municipal Insurance Trust (FMIT). As with private homeowners' insurance, BBRD's liability insurance premiums are based on the history of claims, amount of coverage, and overall industry trends. Due to the magnitude of the cost, staff re-bid the coverage this year.

Likewise, BBRD's workers' compensation insurance premiums are based on experience, types of work performed by employees, and industry trends. Specifically, experience is rated based on the "modifier" of the three prior years' experience. A modifier of 1.00 is average. BBRD's modifier has changed recently as follows:

Exhibit



The following three companies responded

- Florida Municipal Insurance Trust (FMIT), represented by the Florida League of Cities
- Florida Insurance Alliance (FIA), represented by EGIS Insurance
- Public Risk Insurance Agency (PRIA) represented by Brown and Brown Insurance

A comparison of FMIT (current provider), FIA, and the FY22 Budget is provided below:

	FY22 Budget	FMIT	FIA	PGIT
Base Policy				
Property	N/A	89,706	63,280	60,997
			incl plus	
Pier	N/A	incl	flood	380
General Liability	N/A	49,417	26,895	16,386
Liquor Liability	N/A	N/A	Incl w/GL	N/A
Errors & Omissions/Public				
Officials Liability	N/A	incl	17,215	29,104
Crime	N/A	incl	750	548
Auto & Auto Physical Damage	N/A	3,792	11,780	3,079
Cyber Liability	N/A	incl	incl	2,700
Liability Sub-total	152,061	142,915	119,920	113,194
Workers Compensation	25,373	24,599	22,313	21,012
Base Policy Total	177,434	167,514	142,233	134,206
Optional				
Tees and Greens Coverage	N/A	N/A	4,850	N/A
	17,434	167,514	147,083	134,206

The reader should note that FMIT and PGIT do not offer liquor liability as part of their basic plans but have facilitated a separate policy in prior years. Said separate policy and cost for FY22 is pending.

Staff believes switching coverage to FIA is the most beneficial to BBRD for the following reasons:

- Cost savings of approximately \$20,000 plus the cost of liquor liability insurance as compared to FMIT
- Similar cost to PGIT once liquor liability is included (ranged from \$8.7K to \$11.5K over past few years)
- FIA specializes in covering special districts and has over 800 public entity members
- FIA is the provider of the vast majority of special districts managed by SDS, Inc. (BBRD's management company) and SDS is extremely pleased with their level of customer service and responsiveness
- FMIT and PGIT do not specialize in special districts and staff have experienced customer service problems with each provider in the past

Hence, staff recommends the BOT award liability and workers' compensation insurance coverage to Florida Insurance Alliance for \$147,083.00. After the FY21 Audit is completed, staff will prepare a budget amendment for consideration by the BOT moving the surplus \$30,351.00 from the various accounts to R&M/Capital Contingency.

Board of Trustees

Meeting Agenda Memo

Date: Tuesday, September 28, 2021

Title: **FY22 Budget Amendment - Liability and Workers' Compensation Insurance Plans Savings Allocations**

Section & Item: 9.H

Department: Administration, Finance

Fiscal Impact: \$ 0

Contact: Charles Henley, Finance Manager, John W Coffey, ICMA-CM, Community Manager

Attachments: 210928 Resolution 2021-18 Liability and WC Insurance Savings, 08.24.2021 Liability Insurance Memo

Reviewed by

General Counsel: NA

Approved by: John W. Coffey, ICMA-CM, Community Manager



Requested Action by BOT

Approve Resolution 2021-18, amending the budget to transfer funds to the R&M Capital Projects Department from the Administration, Food & Beverage, Resident Relations, Golf and Property Services Departments,

Background and Summary Information

On August 24th, 2021, the BOT approved the Liability and Workers' Insurance plans and awarded the contracts that resulted in a budgeted savings of \$30,351.00.

Allocation Table:

		Increase	Decrease
R&M/Captial Projects	510606 Contingency	\$ 30,351.00	
Administration	510450 Insurance		27,291.00
Administration	510451 Workers Compensation Insurance		52.00
Food & Beverage	510451 Workers Compensation Insurance		729.00
Resident Relations	510451 Workers Compensation Insurance		79.00
Golf / Proshop	510451 Workers Compensation Insurance		124.00
Property Services	510451 Workers Compensation Insurance		2,076.00
		\$ 30,351.00	\$ 30,351.00

Staff recommends the BOT approve the resolution 2021-18 amending the Budget, reallocating funds to Contingency in the R&M/Capital Projects Department from various Departments with a zero total financial impact.

RESOLUTION 2021-18

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 to transfer \$27,343 from the Administration Department to be added to the Contingency in the R&M/Capital Department;

An Amendment to transfer \$729 from the Food & Beverage Department to be added to the Contingency in the R&M/Capital Department;

An Amendment to transfer \$79 from the Resident Relations Department to be added to the Contingency in the R&M/Capital Department;

An Amendment to transfer \$124 from the Golf/Proshop Department to be added to the Contingency in the R&M/Capital Department; and

An Amendment to transfer \$2,076 from the Property Services Department to be added to the Contingency in the R&M/Capital Department.

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 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, Jeff Grunow

Trustee, James Nugent
Trustee, Michael Morrissey

The Chairman thereupon declared this Resolution Done, Ordered, and Adopted on this 28th day of September 2021.

BAREFOOT BAY RECREATION DISTRICT

By: _____
Michael Maino,
CHAIRMAN

Jeff Grunow,
SECRETARY

Board of Trustees

Meeting Agenda Memo

Date: Tuesday, August 24, 2021

Title: **Employee Insurance Renewals**

Section & Item: 9.E

Department: Resident Relations, Customer Service

Fiscal Impact: \$378,796.90 (FY22 Budget of \$394,734.00)

Contact: Richard Armington, Resident Relations Manager, John Coffey, Community Manager

Attachments: comparison of health dental and vision plans, Principal renewals, bc life, summary of benefits and coverage

Reviewed by

General Counsel: N/A

Approved by: John W. Coffey, ICMA-CM, Community Manager



Requested Action by BOT

Selection of Employee Health and Ancillary Insurance Plans

Background and Summary Information

Health Insurance

Participating employees have been insured for medical coverage under Health First policies since October 2017 (prior two fiscal years were covered under United Health Care). Due to Obamacare regulations, one or more “affordable” plans must be offered which is defined as not greater than 9.86 percent of an employee's W-2 taxable (Box 1) income. Three years ago, the BOT adopted two “affordable” plans in addition to the traditional health insurance plan. For FY22, BBRD's current provider is only offering renewal of one of the “affordable” policies which was adopted will keep BBRD in compliance with Obamacare regulations. Health First is leaving the group insurance market and this will be the last year their policies are available to BBRD.

Exhibit

Following are the plans, costs, and comparison to the FY22 Budget. Annual costs and savings assume all employees choose the same plan as they currently have unless they have otherwise so indicated. Of note, of the 35 anticipated full-time employees for FY22, staff believes only 28 will elect coverage (assuming a certain number of new employees elect coverage). Turnover of the remaining 7 employees and/or qualifying events resulting in additional elections of coverage would increase costs to BBRD beyond the figures provided within this agenda memo. Of note, in FY15 only 67% of eligible employees elected health insurance coverage where a projected 80% of eligible employees are expected to elect coverage in FY22.

	Renewal Increase %	Monthly per emp. Premium	BBRD %	Monthly per emp. BBRD Cost	Monthly Employee Cost	# Emp.	Annual BBRD Total Cost
FY 22 Budget	N/A	N/A	85.0%	N/A	N/A	28	385,900
Standard Plans							
POS HFHP V5 6105 (FY21)	N/A	1,140.74	85.0%	969.63	171.11	28	325,795
POS HFHP V5 6105 (recommended renewal)	13.6%	1,296.11	85.0%	1,101.69	194.42	28	370,169
POS HFHP V5 6105 (renewal)	13.6%	1,296.11	86.0%	1,114.65	181.46	28	374,524
POS HFHP V5 6105 (renewal)	13.6%	1,296.11	87.5%	1,134.10	162.01	28	381,056
FLA Blue PPO 03766	0.6%	1,147.54	85.0%	975.41	172.13	28	327,737
FLA Blue HMO 62	-26.1%	842.94	85.0%	716.50	126.44	28	240,744
UHC POS BWVF	-14.1%	979.45	85.0%	832.53	146.92	28	279,731
Obamacare "Affordable" Plans*							
HFHP HDHMO 2500/80 (FY21)	N/A	804.21	85.0%	683.58	120.63	1	8,203
<i>Health First did not offer a renewal of plan HFHP HDHMO 2500/80</i>							
UHC HMO BWVF	-2.9%	781.01	85.0%	663.86	117.15	-	-
HFHP HMO 6600/100 (FY21)	N/A	518.42	85.0%	440.66	77.76	3	15,864
HFHP HMO 6600/100 (recommended renewal)	13.6%	589.03	85.0%	500.68	88.35	-	-
HFHP HMO 6600/100 (renewal)	13.6%	583.22	86.0%	501.57	81.65	-	-
HFHP HMO 6600/100 (renewal)	13.6%	589.03	87.5%	515.40	73.63	-	-
HFHP HMO 6600/100 (renewal)	13.6%	589.03	90.0%	530.13	58.91	-	-
Dependent coverage**							
FY21	N/A	varies	85.0%	varies	varies	-	TBD
Recommended renewal	N/A	varies	40.0%	varies	varies	-	TBD
Renewal Total:						28	370,169
Renewal Difference from Budget						-	(15,731)
<p>* Obamacare required the employer-paid premium percentage be set at a maximum of 9.86% of the lowest-paid employee eligible for health insurance benefits (which for FY22 would be 86.3% for the 6600 plan, and 69.8% for the 2500 plan).</p> <p>** Number of employees electing dependent coverage is not included in the total summation as an employee with dependent coverage is considered one coverage (as an employee cannot obtain dependent coverage without employee coverage). As of August 6, 2021, there are zero current employees planning on electing coverage, although new hires may elect said coverage.</p>							

Exhibit

From FY14 through FY17, BBRD covered only 75% of employee-only coverage and 0% of dependent coverage. To address employee morale (often the increase in the employee's portion of the annual increase in premiums cost outstripped the 3% maximum annual increase in pay), in FY18, the BOT endorsed a plan proposed by the Community Manager to gradually increase BBRD's percentage of premiums over the next several years to 90% for employee-only coverage and 50% for dependent coverage. Due to the impact of the interlocal agreement with Brevard County Board of County Commissioners limiting the annual assessment increase and passage of a new State minimum wage (significant annual increases for the next six years), staff recommends a continuation in the pause of gradually increasing of employer premium contributions for FY22 at 85% coverage for employee-only insurance. However, to address a lack of competitiveness in recruiting semi-skilled, skilled, and management personnel, staff recommends increasing employer premium contributions for dependent coverage to 40% in FY22.

BBRD's Percentage of Premium Coverage		
Fiscal Year	Emp.	Dependent
17	75.0	0.0
18	80.0	25.0
19	82.5	25.0
20	85.0	35.0
21	85.0	35.0
22*	85.0	40.0
* Indicates proposed		

Therefore, staff recommends the BOT adopt the following plans for FY22 at 85.0% employer-paid premiums and at 40% dependent coverage at an estimated cost of \$370,169:

1. Renewal POS HFHP V5 6105
2. Renewal HFHP HMO 6600/100 (Obamacare affordable plan)

Dental Insurance

The FY22 Budget was based on 31 participating employees. Current information indicates BBRD can expect the same number of employees electing coverage in FY22.

	Renewal Increase	Monthly per emp. Premium	Monthly per emp. BBRD Cost (75%)	Emp.	Annual BBRD Total Cost	Monthly Employee Cost (25%)	Budget minus Renewal Rate
FY 22 Budget							
Principle Voluntary (FY21)	N/A	64	19.98	31	7,432.56	6.66	N/A
Principle Voluntary (recommended renewal)	0.0%	26.64	19.98	31	7,432.56	6.66	7.44
FLA Blue Voluntary	-6.3%	24.96	18.72	31	6,963.84	6.24	476.16
UHC Voluntary	-22.2%	20.72	15.54	31	5,780.88	5.18	1,659.12

Although alternate providers offer minor savings to BBRD and employees, staff believe the impact of changing providers and staff's satisfaction in dealing with Principle outweighs the potential cost savings. Hence, staff recommends the BOT award contract for dental insurance to Principal at a cost of \$7,7432.56 to BBRD.

Group Life and AD&D Insurance

BBRD currently offers 100% paid life insurance in the amount of \$10,000 to each full-time employee through Principal.

	Renewal Increase	Monthly BBRD Cost (100%)	Annual BBRD Total Cost	Budget minus Renewal Rate
FY 22 Budget				
Principal (FY21)	N/A	95.54	1,146.48	N/A
Principal (recommended renewal)*	4.3%	99.61	1,195.32	198.68
Blue Cross	70.3%	162.68	1,952.16	(558.16)
* renewal is based on 26 employees and above chart is extropolated to 35 employees.				

Due to a minor rate increase, staff requested an optional quote from another provider. Due to staff satisfaction with the provide and cost difference, staff recommends the BOT award contract for Group Life and AD&D Insurance to Principal at an annual cost of \$1,195.32.

Vision Insurance

BBRD currently offers an optional 100% employee-paid vision plan with Principal.

	Renewal Increase %	Monthly Premium
Principal VSP Choice in-network (FY21)	N/A	6.10
Principal VSP Choice in-network (recommended renewal)	0.0%	6.10
FLA Blue Davis Vision	23.6%	7.54
UHC	1.6%	6.20

Due to no increase in cost, staff recommends the BOT award contract for employee paid vision insurance to Principal for the VSP Choice plan at no cost to BBRB.

Supplemental Short-Term Disability Insurance

BBRD currently offers an optional 100% employee-paid short-term disability insurance.

Supplemental Short-term Disability Insurance	
(Cost per \$10 of weekly benefit)	
	55-59 Age *
Principal (Renewal with a 6.3% increase)	0.5000

* Age bracket shown as an example of costs. Actual costs based on age and income.

Staff recommends the BOT award contract for voluntary short-term disability insurance to Principal at zero cost to BBRD.

Supplemental Life and Accidental Death & Dismemberment (AD&D) Insurance

BBRD currently offers an optional 100% employee-paid supplemental life and accidental death & dismemberment (AD&D) insurance from Principal based on age and coverage.

Supplemental Life and AD&D Insurance	
(Cost per \$1,000 of coverage)	
	55-59 Age*
Principal (renewal - no change from FY21)	0.9640

* Age bracket shown as an example of costs. Actual costs based on age.

Due to no increase in cost, staff recommends the BOT award contract to Principal for supplemental life and accidental death & dismemberment (AD&D) insurance at zero cost to BBRD.

Additionally, the following ancillary employee 100% paid policies are available to staff during opening enrollment:

1. Principal Employee Dependent Term Life
2. Aflac Employee Supplemental Insurances

Summary

A summary of BBRD costs as compared to the FY22 Budget is provided below.

Insurance Type	FY22 Budget	Actual	Difference
Health	385,900.00	370,169.02	(15,730.98)
Dental	7,440.00	7,432.56	(7.44)
Life & AD&D	1,394.00	1,195.32	(198.68)
Total	394,734.00	378,796.90	(15,937.10)

Assumed within the previously recommended motions is the ultimate transfer of excess budgeted funds into the FY22 R&M/Capital Contingency budget.

....

Exhibit

Board of Trustees Meeting Agenda Memo

Date: Tuesday, September 28, 2021
Title: **FY22 Budget Amendment: Audio-Visual Tech Position Reorganization**
Section & Item: 9.I
Department: Administration, District Clerk
Fiscal Impact: \$0.00
Contact: Stephanie Brown, District Clerk, John W Coffey, ICMA-CM, Community Manager
Attachments: Resolution 2021-15
Reviewed by General Counsel: Yes
Approved by: John W. Coffey, ICMA-CM, Community Manager



Requested Action by BOT

Review proposed re-organization and approve Resolution 2021-15.

Background and Summary Information

The FY22 Approved Budget contains funding within the Property Services Department, Building Sub-Department for a 0.11 FTE part-time Maintenance/Audio Visual Tech position. Due to the growing complexity of technology (i.e., livestreaming, recording of meetings, etc.), staff proposes a modest budget amendment to transfer said position to the Administration Department: Office of District Clerk Sub-Department who is responsible for the end product of the recordings. This transfer will eliminate the Property Services Manager relaying information between the District Clerk and the technician, thereby streamlining information flow and freeing up valuable time of the Property Services Manager (who is responsible for the largest department in BBRD, solicitation/management of most capital/R&M projects, and ad hoc requests from Trustees).

The proposed reorganization is detailed below:

0.11 FTE Maintenance/Audio Visual Tech			
Administration: Office of District Clerk			
Account Name	Savings	FY22 Budget Cost	Net
P/T Wages	-	3,970.00	3,970.00
Payroll Taxes	-	304.00	304.00
Workers Comp	-	90.00	90.00
Departmental Sub-Total:	-	4,364.00	4,364.00
Property Services: Buildings			
P/T Wages	(3,970.00)	-	(3,970.00)
Payroll Taxes	(304.00)	-	(304.00)
Workers Comp	(90.00)	-	(90.00)
Departmental Sub-Total:	(4,364.00)	-	(4,364.00)
Total Budgetary Impact*	(4,364.00)	4,364.00	-
* Indicates operating and R&M expense will remain in Property Services for FY22 and will be budgeted in the Office of the District Clerk beginning in FY23.			

The Community Manager recommends the BOT approve the resolution #2021-15 amending the Administration and Property Services Departments' FY22 Budget with a zero total financial impact.

RESOLUTION 2021-15

**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 to increase the FY2021-22 Administration Department Budget by \$4,364.00 and to decrease the FY2021-22 Property Services Department Budget by \$4,364.00.

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 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 R. Maino
Trustee, Bruce Amoss
Trustee, Michael Morrissey
Trustee, Jeff Grunow
Trustee, Jim Nugent

The Chairman thereupon declared this Resolution Done, Ordered, and Adopted on this 28th day of September 2021.

BAREFOOT BAY RECREATION DISTRICT

By:

Michael R. Maino,
CHAIRMAN

Jeff Grunow,
SECRETARY

Board of Trustees

Meeting Agenda Memo

Date: Tuesday, September 28, 2021
Title: **2022 BOT and Quarterly Townhall Regular Meeting Schedule**
Section & Item: 9.J
Department: Administration, District Clerk
Fiscal Impact: N/A
Contact: John W Coffey, ICMA-CM, Community Manager
Attachments:
Reviewed by General Counsel:
Approved by: John W. Coffey, ICMA-CM, Community Manager



Requested Action by BOT

Staff recommends the BOT approve the proposed dates for the regularly scheduled BOT and Quarterly Townhall meeting in calendar year 2022 and authorize staff to advertise them in the Florida Today.

Background and Summary Information

Listed below for approval are the dates for the 2021 BOT regular meetings. All meetings are still being held on the 2nd Friday and the 4th Tuesday of the month. Also listed are tentative Quarterly Townhall Meeting dates. Please choose one date from each month below for approval.

January 14, 2022
January 25, 2022
February 11, 2022
February 22, 2022
March 11, 2022
March 22, 2022
April 8, 2022
April 26, 2022
May 13, 2022
May 24, 2022
June 10, 2022
June 28, 2022
July 8, 2022
July 26, 2022
August 12, 2022
August 23, 2022
September 9, 2022
September 27, 2022
October 14, 2022
October 25, 2022
November 4, 2022
December 9, 2022

Tentative Quarterly Townhall Meeting Dates

(Choose one)
4/7/22 Thurs. 9am-11am
4/19/22 Tues. 7pm-9pm
4/21/22 Thurs. 9am-11am

4/28/22 Thurs. 7pm-9pm

(Choose one)

7/5/22 Tues. 7pm-9pm

7/7/22 Thurs. 9am-11am

7/19/22 Tues. 7pm-9pm

7/21/22 Thurs. 9am-11am

(Choose one)

10/4/22 Tues. 7pm-9pm

10/6/22 Thurs. 9am-11am

10/19/22 Wed. 9am-11am

10/27/22 Thurs. 7pm-9pm



Barefoot Bay Recreation District

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

Phone 772-664-3141
Fax 772-664-1928

Memo To: Board of Trustees

From: John W. Coffey, Community Manager, ICMA-CM

Date: September 28, 2021

Subject: Manager's Report

Resident Relations

- Information to be provided at the meeting

Food & Beverage

- **Music Bingo** starts in Building A on October 11th from 5:30-8:30pm. The bar opens at 4pm and light meals will be available for purchase from 4-7pm. Badges or guest passes are required.
- **Karaoke** will move from Thursday to Tuesday night beginning Tuesday, October 5th from 5-1pm.

Great October events. Save the dates!

- Saturday October 2, 2021
 - The German Club, Paradise Planners, and BBRD are holding an **Oktoberfest** in the Pool #1 area starting at noon.
 - An International Polka Band will perform on the Lakeside Stage from 12:30-4pm.
 - Paradise Planners will transform the area into a fairy tale German village.
 - Kegs of Warsteiner beer, a favorite of our Barefoot Bay German Club residents, will be flowing as well as brats, German potato salad, hot dogs, big pretzels, and more.
 - Tickets and/or badges are not required for this event.
- October 16, 2021
 - This year's annual walk for cancer is themed "**Color My World Cancer Free**" and is a fundraiser for all cancers.
 - The walk will be held under the oaks by the New Administration Building at 9am. Sign up is going on now in the CVO office.
 - There will be music, a special drink menu, snacks and activities in the Pavilion area after the walk. BBRD Departments have a friendly competition to see who can raise the most funds for the charity. While the District collectively raised over \$5,000 of the \$14,000 raised for the Sea of Pink cause in 2019, the Administration team beat out the other Departments by raising over \$4,000. We'll see which Department can raise the bar this year.

- October 30, 2021
 - BBRD's annual **Halloween party** will be Lakeside of the Lounge. Get into a freaky costume to win a prize for best costume and dance to the beats of TC & Sass from 7-10:30pm.

Winter Beats Series

- Tickets will go on sale Monday, November 1st in Building A (not the Administration Building) at 9am for the first 2 shows in the Winter Beats series.
 - Simply Tina is a Tina Turner tribute band that will perform on Saturday, January 15th and tickets are \$25.
 - Dueling Pianos will perform on Saturday, January 29th and tickets are \$20.

Property Services

- Rototilled, rolled and killed weeds in the walking path
- Installed electric for new ice machine behind the bar in Building A
- Replaced rotten timbers around the smoking area at Pool #3
- Replaced all the flags on the Veterans flagpole at the Shopping Center
- Replaced exhaust fan in the restroom at the Pro Shop
- Began the refurbishment of the men's room in Bldg. D/E
- Continued installing bollards and rope line along Hawthorn Circle
- Touched up the paint in the Building A men's restroom
- Repainted the fascia on the restrooms at the Softball Field
- Repainted the Veterans Memorial Eagle and cleaned up area
- Set-up and tore down for the 9/11 service
- Continued to solicit bids for upcoming projects

Golf-Pro Shop

- Golf Membership renewals begin October 1st
 - You may pick up applications at the Pro Shop
 - Please call Pro Shop for if you have any questions (772.664.3174)
- End of Fiscal Year Inventory
 - Merchandise sales inside the Pro Shop will cease at 12pm on September 30th for annual BBRD inventory management

General Information

- **No signs on the Media Reminder** – Residents are reminded that snipe signs (i.e. typically yard sales or political signs) are not allowed on the median in the middle of Barefoot Blvd. Although said median is within the Brevard County right-of-way, multiple historic agreements between Brevard County and BBRD, grant BBRD maintenance responsibility.
- **RFP Evaluation Committee Meetings Reminder**
 - Golf Course Lake Bank RFP Eval. Comm.
 - Mon., Sept. 27th, Admin. Conf. Room at 1pm
 - Mon., Oct. 4th, Admin. Conf. Room at 2pm (if needed)
 - Bldg. A Retaining Wall RFP Eval. Comm. Mtg:
 - Mon., Oct. 4th, Admin. Conf. Room at 1pm
 - Mon., Oct. 11th, Admin. Conf. Room at 1pm (if needed)