



BAREFOOT BAY RECREATION DISTRICT

Barefoot Bay Recreation District Regular Meeting
June 27, 2023 at 1:00 PM

Agenda

Please turn off all cell phones

- 1. Thought of the Day**
- 2. Pledge of Allegiance to the Flag**
- 3. Roll Call**
- 4. Additions or Deletions to the Agenda**
- 5. Approval of the Agenda**
- 6. Presentations and Proclamations**
- 7. Approval of Minutes**
 - A. BOT regular minutes dated June 8, 2023
- 8. Treasurer's Report**
 - A. Treasurer's Report
- 9. Audience Participation**
- 10. Unfinished Business**
- 11. New Business**
 - A. Adoption of FY 24 Budget
 - B. Public Hearing and Adoption of FY 24 Assessment Rate
 - C. Copier Lease Award of Contract
 - D. Exceptions to Competition and Emergency Purchases - Building A Broken Sewer Line
 - E. Acceptance of Donation Request
 - F. DOR Violations
 - i. DOR Violation 22-003186 909 Hemlock Street
 - ii. DOR Violation 22-002191 400 Raven Drive
 - iii. DOR Violation 22-000072 400 Raven Drive
 - iv. DOR Violation 21-001035 453 Egret Circle
 - v. DOR Violation 23-000430 453 Egret Circle
 - vi. DOR Violation 23-000760 808 Waterway Drive

- vii. DOR Violation 21-001729 337 Egret Circle
- viii. DOR Violation 22-003369 309 Avocado Drive
- ix. DOR Violation 22-001114 361 Dolphin Circle

12. Manager's Report

- A. Manager's Report dated June 27, 2023

13. Attorney's Report

14. Incidental Trustee Remarks

15. Adjournment

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

Barefoot Bay Recreation District Regular Meeting



BAREFOOT BAY RECREATION DISTRICT

Board of Trustees Regular Meeting
June 8, 2023
1PM –Building D&E

Meeting Called to Order

The Barefoot Bay Recreation District Board of Trustees held a Meeting on June 8, 2023, Building D&E 1225 Barefoot Boulevard, Barefoot Bay, Florida. Mr. Amoss called the meeting to order at 1PM.

Pledge of Allegiance to the Flag

Led by Mr. Brinker.

Roll Call

Present: Mr. Grunow, Mr. Amoss, Mr. Brinker, Mr. Klosky, Ms. Hansen. Also, present, Kent Cichon, Community Manager, Stephanie Brown, District Clerk, Garrett Olsen, General Counsel, Rich Armington, Resident Relations/HR Manager and Matt Goetz, Property Services Manager.

Additions or Deletions to the Agenda

None.

Approval of the Agenda

Mr. Grunow made a motion to approve the agenda as is. Second by Ms. Hansen. Motion passed unanimously.

Presentations and Proclamation

None.

Approval of Minutes

Regular BOT minutes dated May 23, 2023, were approved as submitted.

Treasurer's Report

Mr. Brinker submitted the Treasurer's Report for June 8, 2023, approved as written.



BAREFOOT BAY RECREATION DISTRICT

Appointment of NRP Sub-Committee

Mr. Amoss nominated Ms. Hansen to the NRP Sub-Committee.

Mr. Klosky made a motion to appoint Ms. Hansen to the NRP Sub-Committee. Second by Mr. Brinker. Motion passed unanimously.

Audience Participation

Ian Riley-1453 Barefoot Circle-provided information to residents regarding flood zones and flood insurance.

Ms. Hall spoke in favor of acquiring additional sunshades or umbrellas at Pool #3.

Catherine Tocci-422 Papaya Circle-spoke in favor of sunshades or more umbrellas at Pool #3. She also asked for an update on the ordering of umbrellas.

Unfinished Business

None.

New Business

Acceptance of Donation Request

Staff recommends the BOT accept the donation in the amount of \$915.55 from Ms. Dawn Forsman for a memorial bench near Pool #3.

Mr. Brinker made a motion to accept the donation in the amount of \$915.55 from Ms. Dawn Forsman for a memorial bench near Pool #3. Second by Mr. Grunow. Motion passed unanimously.



BAREFOOT BAY RECREATION DISTRICT

Revised Policy Manual

Resolution 2023-06 read by Mr. Olsen:

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE BAREFOOT BAY RECREATION DISTRICT AMENDING THE POLICY MANUAL TO PROVIDE FOR AMENDED MONTHLY LIMITS FOR CREDIT CARDS; AMENDING FEE SCHEDULES; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

Mr. Klosky made a motion to approve resolution 2023-06 as read. Second by Mr. Brinker. Motion passed unanimously.

Resolution 2023-07 DOR Violation Fees

Resolution 2023-07 read by Mr. Olsen:

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE BAREFOOT BAY RECREATION DISTRICT AMENDING RESOLUTION 2015-17 RELATED TO COSTS LEVIED TO CURE CERTAIN DEED OF RESTRICTION VIOLATIONS; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

Ms. Hansen made a motion to approve resolution 2023-07 as read. Second by Mr. Klosky. Motion passed unanimously.

Manager's Report

Finance

Assessment received – 95.52% collected or \$4,021,247. Balance to collect \$188,794.

Resident Relations

ARCC Meeting 5/23/23

- 21 Consent Permits – 21 approved
- 18 Other Permits – 18 approved

VC Meeting 5/12/23

- 9 Cases – came into compliance prior to meeting
- 4 Cases – were found to be in violation



BAREFOOT BAY RECREATION DISTRICT

Food & Beverage

- Sunday, June 18th is Father's Day. A Father's Day buffet of ribs, chicken, and all the fixin's at 1pm. The Shelley Songer band will perform from 2 – 6pm lakeside of the Lounge. Tickets on sale in the Lounge, 19th Hole and Administration.
- The annual Independence Day celebration in the Bay is Sunday, July 2nd. A patriotic golf cart parade starts @ 11am behind the Shopping Plaza in the field behind RJs and Holy Cannoli. Line up is at 10:30am. Prizes for best carts under the oaks immediately following the parade. The Soulttime band will play from 5:30-9pm lakeside of the Lounge with a spectacular firework display at 9pm.

Flyers with all the details are posted.

Property Services

- Began work on the Pool #1 projects
- Began repairs to the Golf Course maintenance building
- Began work on the Lawn Bowling irrigation system
- Scheduled multiple training sessions for staff
- Continued to work on the Miniature Golf Course
- Continued to work on the Building A doors
- Inspected all fire extinguishers
- Addressed AC issues in Building D/E
- Completed foundation repairs to the Golf Course irrigation building
- Completed leak repairs for Pool #2

Golf-Pro Shop

- RFP for Golf Cart Fleet
 - Deadline for submission of proposals is June 23rd
 - First RFP Evaluation Committee Meeting is scheduled for June 26th
- 2023 Jr. Golf Camp
 - Grant application submitted
 - Scheduled for July 10th to July 27th
 - Participant applications available at the Pro Shop
 - Free to BBRD residents and their family only
- John McCarthy Memorial Golf Tournament
 - Scheduled for July 17th
 - 8:30am Shotgun Start
 - Sign up in Pro Shop (664-3174)



BAREFOOT BAY RECREATION DISTRICT

Attorney's Report

Mr. Olsen had no updates at this time. He also stated that BBRD standard contract addendums would be coming to the BOT for approval soon.

Incidental Trustee Remarks

Mr. Grunow reminded residents that the flag day retirement ceremony scheduled for June 14th has been cancelled but they will still be collecting flags at the Veterans Center, CVO, and Pool #1. In response to an audience participation comment about flood insurance, he advised that Citizens Insurance will be requiring flood policies with every homeowner's policy that they issue.

Mr. Amoss invited residents to come to the Townhall Meeting being held on July 27th at 6pm.

Adjournment

The next regular meeting will be on June 27, 2023, at 1pm in Building D/E.

Mr. Amoss adjourned.

Meeting adjourned at 1:29pm.

Jeff Grunow, Secretary

Stephanie Brown, District Clerk

Barefoot Bay Recreation District

Treasurer's Report

June 27, 2023

Cash and Investments Balances in General Fund as of 6/9/23

Petty Cash **Total Petty Cash:** \$ 2,500.00

Non Interest Bearing Accounts

MB&T Operating Account \$ 182,125.30

Interest Bearing Accounts

MB&T Money Market Account \$ 2,296,908.81

Valley National Bank 50,300.38

FL Class 206,991.99

SBA Reserve Account 727,127.99

Investment Accounts

FL Trust - Short Term Bond Fund \$ 109,169.44

Total Cash Balances in General Fund: **\$ 3,575,123.91**

Total Daily Deposits and Assessments Received for 5/31/23 -6/9/23

Daily Deposits: \$ 105,411.38

Assessments Received: 39,435.53

Total Deposits Received: **\$ 144,846.91**

Expenditures for 5/31/23 - 6/9/23

| Check Number | Vendor | Description | Check Amount |
|-----------------|---------------------------------|----------------------------|--------------|
| 61652 | Foundation Professionals | Repairs to Golf Pump House | 16,225.00 |
| 61669 | Vose Law Firm, LLP | Legal Fees: 5/23 | 7,500.00 |
| 61681 | Barefoot Services, Inc | Final - Lounge Outside Bar | 41,313.36 |
| 61690 | Family Pools Inc | Repair Leak @ Pool 2 | 12,850.00 |
| 61703 | Omega Technology Solutions, LLC | Monthly IT Support: 5/23 | 6,493.81 |
| 61713 | US Foods | Foodstuff and Supplies | 6,714.42 |
| | Paychex | Net Payroll PPE 230604 | 72,091.10 |
| | US Department of Treasury | Payroll Tax PPE 230604 | 20,850.81 |

Total Expenditures \$5,000 and above: **184,038.50**

Expenditures under \$5,000: **55,086.40**

Total Expenditures: **\$ 239,124.90**

Board of Trustees

Meeting Agenda Memo

Date: Tuesday, June 27, 2023
Title: **Adoption of FY 24 Budget**
Section & Item: 11.A
Department: Administration, Finance
Fiscal Impact: \$8,125,798
Contact: Kent Cichon, Community Manager
Attachments: Resolution 2023-08, Exhibit A - Summary Budget, Exhibit B - FY24 Proposed Line-item Budget
Reviewed by General Counsel: Yes
Approved by: Kent Cichon, Community Manager



Requested Action by BOT

Adoption of Resolution 2023-08 which will adopt the FY24 Budget of \$8,125,798.

Background and Summary Information

The Board of Trustees (BOT) held a budget kick-off townhall style meeting on January 26, 2023 to solicit input from the public regarding the development of the FY24 Budget and FY24-28 Five-Year Capital Improvement and Project Plan. The BOT then reviewed and modified the FY24 Proposed Budget during three workshops.

On May 23, 2023, the BOT authorized the mail out to property owners of the FY24 Proposed Budget and proposed assessment of \$934.05 per lot. Said summary budget is attached as Exhibit A. The complete line-item budget is provided separately as Exhibit B.

The Proposed FY24 General Fund Budget is balanced at \$8,125,798.

Revenue/Sources enhancements include:

\$336,476 from a total ~\$5.77 increase in the monthly assessment rate to ~\$77.84 (comprised of 8.003% increase to offset the impact of inflationary pressures on operating costs)
-\$156,000 from a \$50.00 increase in the one-time social membership fee from \$1,350.00 to \$1,400.00
\$352,518 from an increase to various Resident Relations and Recreation fees and charges
\$34,415 from an increase to various Golf fees and charges
An average 7.50% increase in Food & Beverage prices

Expenditures/Uses include:

\$56,971 State mandated minimum wage increase (year 3 of 6)
\$556,900 23 projects in FY24 of the Five-Year Capital Improvement & Project Plan
\$100,000 Reserve for Capital
\$139,803 Contingency

The FY24 Proposed General Fund Budget contains 77.88 FTEs of which 38 are full-time plus 1.0 FTE via the contract with Special District Services, Inc.

Of note, a "public hearing" is not required to adopt the annual budget but is required to adopt the annual assessment rate.

Pursuant to Sec. 418.304(4)(a), F.S., the annual budget is required to be adopted prior to July 1.

Staff recommends the BOT approve Resolution 2023-08 adopting the FY24 Budget as mailed out to the property owners and attached as Exhibit A.

RESOLUTION 2023- 08

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE BAREFOOT BAY RECREATION DISTRICT ESTABLISHING AND ADOPTING A BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2023 AND ENDING SEPTEMBER 30, 2024; PROVIDING FOR CONFLICTS; PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section 418.304 (4) (a), Florida Statutes, requires the Board of Trustees of the Barefoot Bay Recreation District (the “District”) to prepare and adopt an itemized budget on or before July 1 of each year, which said budget shall show the amount of money necessary for the operation of the next ensuing fiscal year; and

WHEREAS, The Board of Trustees of the District has prepared said budget for the fiscal year beginning October 1, 2023, and ending September 30, 2024, a copy of which is attached as Exhibit “A” to this Resolution; and

WHEREAS, the initial proposed summary draft of Exhibit “A” has previously been furnished to each owner of an improved residential parcel within the District as required by the said Section 418.304 (4) (a); and

WHEREAS, The Board of Trustees of the District has also caused a copy of the said initial proposed draft budget to be made available for public inspection at the principal office of the District as required by the said Section 418.304 (4) (a); and

WHEREAS, The Board of Trustees of the District has found and determined that the budget which appears as Exhibit “A” of this Resolution is reasonably necessary to provide for the maintenance and operation of the District for the fiscal year beginning October 1, 2023, and ending September 30, 2024.

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

Section 1. The budget which appears as Exhibit “A” of this Resolution is hereby adopted by the District for the fiscal year of the District beginning October 1, 2023, and ending September 30, 2024; and the amounts set forth as revenues, expenses, and costs of sales in the said budget are hereby appropriated for the said fiscal year.

Section 2. All Resolutions or parts of Resolutions in conflict herewith are hereby repealed.

Section 3. This Resolution shall become effective immediately upon its adoption, and the budget set forth in Exhibit “A” of this Resolution shall become effective October 1, 2023.

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, Bruce Amoss
Trustee, Joseph Klosky
Trustee, Ann Hansen
Trustee, Jeff Grunow
Trustee, Hurrol Brinker

The Chairman thereupon declared this resolution Done, Ordered, and Adopted this 27TH Day of June 2023.

BAREFOOT BAY RECREATION DISTRICT

By: _____
Bruce Amoss
CHAIRMAN

Jeff Grunow
SECRETARY

Exhibit A



Barefoot Bay Recreation District
Proposed Budget - General Fund
Fiscal Year 24 (10/01/2023 – 9/30/2024)

The FY24 General Fund Proposed Budget is based on an assessment rate
of **\$934.05 (~\$77.84/month)** per year per lot.

| | FY21 | FY22 | FY23 | FY24 |
|------------------------|-----------|-----------|----------------|-----------------|
| | Actual | Actual | Adopted Budget | Proposed Budget |
| Revenues/Sources | | | | |
| Administration | 4,071,061 | 4,153,669 | 4,227,415 | 4,637,515 |
| Resident Relations | 73,063 | 91,931 | 89,775 | 300,829 |
| Food & Beverage | 510,623 | 1,090,090 | 1,470,305 | 1,434,730 |
| Golf-Pro Shop | 602,035 | 686,826 | 665,316 | 731,226 |
| Property Services | 440,398 | 600,190 | 629,550 | 629,872 |
| Vehicle Storage | 170,354 | 186,079 | 206,990 | 247,098 |
| Shopping Center | 122,827 | 33,236 | 139,365 | 144,528 |
| Stormwater | - | - | - | - |
| R&M/Capital Projects | 15,906 | 108,900 | - | - |
| Total Revenues/Sources | 6,006,266 | 6,950,921 | 7,428,716 | 8,125,798 |

| | | | | |
|-------------------------|-----------|-----------|-----------|-----------|
| Expenditures/Uses | | | | |
| Administration | 1,227,536 | 1,303,190 | 1,528,416 | 1,813,245 |
| Resident Relations | 496,296 | 568,329 | 600,214 | 665,799 |
| Food & Beverage | 518,575 | 1,112,922 | 1,518,248 | 1,636,684 |
| Golf-Pro Shop | 892,849 | 995,547 | 1,012,500 | 1,216,508 |
| Property Services | 1,669,965 | 1,874,497 | 2,011,947 | 2,162,468 |
| Vehicle Storage | 16,199 | 30,141 | 17,761 | 18,597 |
| Shopping Center | 56,916 | 54,399 | 45,045 | 47,731 |
| Stormwater | 42,371 | 16,430 | 22,625 | 22,920 |
| R&M/Capital Projects | 1,266,330 | 1,407,493 | 671,960 | 541,846 |
| Total Expenditures/Uses | 6,187,039 | 7,362,948 | 7,428,716 | 8,125,798 |

FY24 contains the following revenue adjustments:

• \$336,476 from a total ~\$5.77 increase in the monthly assessment rate to ~\$77.84 (comprised of 8.003% increase to offset the impact of inflationary pressures on operating costs)

• -\$156,000 from a \$50.00 increase in the one-time social membership fee from \$1,350.00 to \$1,400.00

• \$352,518 from an increase to various Resident Relations and Recreation fees and charges

• \$34,415 from an increase to various Golf fees and charges

• An average 7.50% increase in Food & Beverage prices

The public hearing to set the Assessment and Adopt the
Budget will be held on June 27, 2023, Building D/E at 1:00pm



General Fund Revenues/Sources

| | |
|------------------------------------|-----------|
| District Assessment Fee | 4,544,153 |
| Recreation Fees | 478,800 |
| Badge & Add. Social Membership | 151,072 |
| Guest Passes | 252,767 |
| Golf Memberships | 292,804 |
| Fleet Golf Cart Rentals | 98,193 |
| Private Golf Cart Fees | 112,648 |
| Handicap Fees | 9,875 |
| Golf Club Storage | 375 |
| Practice Range | 2,216 |
| Greens Fees | 139,288 |
| Golf Rental Equipment | 3,294 |
| Merchandise Sales | 71,259 |
| Coupons | (12,295) |
| Staff Discount | (3,235) |
| Beverage Sales | 924,790 |
| Food Sales | 470,590 |
| Building Rentals | 10,050 |
| DOR Enforcement Fees | 26,752 |
| Interest Income | 90,125 |
| Vending Machine Income | 1,555 |
| NSF Fees | 40 |
| Vendor Discount | 212 |
| Sales Tax Discounts | 360 |
| Delinquent Fee Collections | 900 |
| Lien Fee Reimbursement | 350 |
| Legal Fee Recovery | 1,225 |
| Ins. Proceeds (reimbursements) | - |
| Proceeds from Sale of Fixed Assets | 150 |
| (Golf) Youth Group Income | 3,500 |
| Misc. Income General | 62,509 |
| Vehicle Storage Income | 244,608 |
| Kayak Storage Income | 2,340 |
| Leasing Income | 107,342 |
| Common Area Maint. Income | 21,816 |
| Real Estate Taxes Income | 15,370 |

Total G. F. Revenues: 8,125,798

General Fund Expenditures/Uses

| | | | |
|--------------------------------|-----------|-------------------------------------|---------|
| F/T Salaries | 1,713,876 | Insurance | 169,042 |
| P/T Wages | 1,013,132 | Resident Activities | 22,000 |
| Overtime | 20,756 | Workers Comp. Insurance | 39,223 |
| Special Pay | 13,200 | Access System Service Fee | 3,088 |
| Payroll Taxes | 211,215 | Licenses, permits & lien fees | 7,659 |
| 401 A Benefit | 35,522 | Printing | 4,527 |
| Medical/Dental/Life Insurance | 445,943 | Advertising | 11,773 |
| Payroll Fees | 26,526 | Employee Clothing Allowance | 8,405 |
| Professional Fees | 59,490 | Bank Charges | 36,683 |
| Legal Fees | 90,270 | Dues & Subscriptions | 25,541 |
| Management Fees | 181,700 | DOR Enforcement Expenses | 1,650 |
| Management Fees/Tax Roll | 2,500 | Election Expenses | 25,014 |
| Accounting & Auditing Fees | 34,500 | Reserve For Capital | 100,000 |
| Software/ IT Support | 143,583 | Golf Course Maintenance | 514,734 |
| Operating Supplies | 74,939 | R & M Misc | 34,195 |
| Cleaning Supplies | 39,470 | R & M Buildings | 92,001 |
| Chlorine | 34,325 | R & M Grounds | 150,609 |
| Chemicals | 3,800 | R & M Equipment | 94,081 |
| Beverage Supplies | 8,955 | R & M Pools | 20,000 |
| Paper Supplies | 20,330 | Vehicle Maintenance | 3,970 |
| Small Tools & Hardware | 10,400 | Contingency | 139,803 |
| Fuel | 38,185 | Capital Outlay | 150,000 |
| Collection Fees | 90,883 | Reserves For R&M / Capital Projects | 14,946 |
| Collection Discounts | 149,957 | Music & Entertainment | 153,605 |
| Property Taxes | 34,018 | Food Costs of Sales | 276,905 |
| ICMA Retirement | 1,000 | Beverage Costs of Sales | 329,535 |
| Employee Incentive | 235,437 | Soft Drinks & CO2 | 46,285 |
| Employee Recruitment & Testing | 6,700 | Merchandise Cost of Sales | 53,596 |
| Lien & Recording Fees | 1,440 | Miscellaneous Expenditures | 1,600 |
| Travel & Training | 33,935 | Debt Service Principal | 483 |
| Telephone, Internet, Cable | 37,292 | Interest Expense | 4 |
| Postage | 6,582 | Capital Projects | 406,900 |
| Utilities/Electrical | 121,501 | Utilities/Portable Toilets | 9,588 |
| Utilities/Propane | 39,950 | CVO Utilities | 4,152 |
| Utilities/Water | 55,229 | Equipment Leasing | 86,178 |
| Utilities/Solid Waste-Garbage | 42,227 | Uniform Leasing | 9,255 |

Total G. F. Expenditures: 8,125,798

Exhibit A

| FY24 Proposed Budget of the Five-Year Capital Improvement & Project Plan | |
|---|---------|
| Golf Course Enhancements (FRDAP) | 150,000 |
| Replacement shed and canopy - pickle ball/tennis courts | 59,500 |
| Softball Field tall outfield fence extension and grandstands canopy (FRDAP) | 50,000 |
| Lightning Detector Warning System | 37,000 |
| Building A parking lot seal coat | 35,000 |
| Veteran's Gathering Center/Water and Sewer Office roof replacement (w/ metal) | 31,900 |
| Building A, C, and Lounge Camera System | 23,700 |
| Administration Building interior repairs - floor and leaks | 20,000 |
| Building A Bar Rebuild | 20,000 |
| Lounge & 19th Hole Replacement Stools, Chairs, and Tables | 15,750 |
| Golf Pro Shop and 19th Hole Camera System | 13,300 |
| Building D/E parking lot repair & seal coat | 12,200 |
| Building A Chair Replacement | 12,000 |
| Replacement canopies on west side of Lounge | 11,130 |
| Replacement Property Services utility cart (2018) | 10,200 |
| Replacement Property Services utility cart (2018) | 10,200 |
| Replacement damaged concrete | 10,000 |
| Golf Course Pond Fountains | 9,000 |
| Lounge Bar Renovation and New Large Ice Machine | 8,000 |
| 19th Hole ground HVAC condensing unit replacement | 5,720 |
| Lakeside Stage Electrical Improvements | 5,000 |
| Building D/E New Portable Bar | 4,000 |
| Wrapping 19th Hole Cooler | 3,300 |
| Total Five-Year C.I. & P.P.: | 556,900 |

| FY23 Personnel Summary (FTEs): | |
|--------------------------------|-------|
| Full-time | 35.00 |
| Part-time | 42.88 |
| Total Positions: | 77.88 |

| Statement of Income and Disbursements | |
|--|--------------|
| From 10/1/2021 Through 9/30/2022 | |
| (In Whole Numbers) | |
| Revenues | Actual |
| Assessments | \$ 4,027,058 |
| Charges for Service | 2,420,410 |
| Interest Income | 15,800 |
| Rents and Royalties | 324,963 |
| Other Income | 162,690 |
| Total Revenues: | \$ 6,950,921 |
| Expenditures | |
| Personnel Expenses | \$ 2,749,667 |
| Professional Expenses | 523,776 |
| Supplies | 184,120 |
| Other General & Administrative Expenses | 861,444 |
| Maintenance & Repairs | 1,074,660 |
| Operating Expenses | 640,940 |
| Debt Service Principal | 33,107 |
| Interest Expense | 2,674 |
| Miscellaneous Expenditures | 1,547 |
| Cash Over/Short | (50) |
| Capital Outlays | 1,291,063 |
| Total Expenditures: | \$ 7,362,948 |
| Deficiency of Revenues Under Expenditures: | \$ (412,027) |

Barefoot Bay Recreation District
625 Barefoot Blvd.
Barefoot Bay, FL 32976

For a complete department by department line-item budget, please go to <https://www.bbrd.org/finance-office/pages/budgets-1>;
for a complete Annual Financial Report, please go to https://www.bbrd.org/sites/g/files/vyhlft2761/f/uploads/bbrd_fs_9.30.22_-_signed.pdf;
or stop by the Administration Building for a paper copy.

Please direct any questions to:
Kent A. Cichon, BBRD Community Manager
772.664.3141
kcichon@bbrd.org
or
Charles Henley, Finance Manager
772.664.3141
charleshenley@bbrd.org

Exhibit B

Barefoot Bay Recreation District



Proposed Line-item Budget

FY24 (10/01/2023 – 9/30/2024)

This document contains the FY24 Proposed Budget line-items as authorized by the Board of Trustees on May 23, 2023, to be mailed to property owners. In addition, this document includes the Five-Year Capital Improvement and Project Plan. To view the full FY24 Proposed Budget (as submitted to the BOT on March 16, 2023) please stop by the Administration Building or go to:
www.bbrd.org/sites/g/files/vyhlf2761/f/uploads/fy24_proposed_budget_final.pdf.

Barefoot Bay Recreation District

Board of Trustees

Bruce Amoss, Chairman

Joseph Klosky, 1st Vice Chairman

Ann Hansen, 2nd Vice-Chairman

Hurrol Brinker, Treasurer

Jeff Grunow, Secretary

Garrett M. Olsen, Esq., General Counsel

Staff

Kent A. Cichon, Community Manager

Stephanie Brown, District Clerk

Charles Henley, Finance Manager

Rich Armington, Resident Relations/Human Resources Manager

Kathy Mendes, Food and Beverage Manager

Ernie J. Cruz, PGA Certified Professional, Golf Operations Manager

Matt Goetz, Property Services Manager

FY24 Proposed Budget Summary - General Fund

The FY24 General Fund Proposed Budget is based
on an assessment rate of \$934.05 per year per lot.

| | FY21 Actual | FY22 Actual | FY23 Adopted Budget | FY24 Proposed Budget |
|-------------------------------|------------------|------------------|---------------------------|----------------------------|
| Revenues/Sources | | | | |
| District Clerk | 15,370 | 3,850 | 3,000 | - |
| Finance | 4,055,691 | 4,043,645 | 4,224,415 | 4,637,515 |
| Administration | 4,071,061 | 4,047,495 | 4,227,415 | 4,637,515 |
| Customer Service | 58,277 | 82,040 | 80,185 | 274,077 |
| DOR | 14,786 | 9,891 | 9,590 | 26,752 |
| Comm. Watch | - | - | - | - |
| Resident Relations | 73,063 | 91,931 | 89,775 | 300,829 |
| Administration | (5,227) | (11,751) | (20,577) | (15,530) |
| Lounge | 191,448 | 444,949 | 499,134 | 514,490 |
| 19th Hole | 217,480 | 338,143 | 563,754 | 531,060 |
| Special Events | 106,923 | 318,749 | 427,994 | 404,710 |
| Food & Beverage | 510,623 | 1,090,090 | 1,470,305 | 1,434,730 |
| Golf-Pro Shop | 602,035 | 686,826 | 665,316 | 731,226 |
| Buildings | - | - | - | - |
| Grounds | 40 | 1,088 | - | - |
| Custodial | - | - | - | - |
| Pools | - | - | - | - |
| Recreation | 440,358 | 599,102 | 629,550 | 629,872 |
| Property Services | 440,398 | 600,190 | 629,550 | 629,872 |
| Vehicle Storage | 170,354 | 186,079 | 206,990 | 247,098 |
| Shopping Center | 122,827 | 128,930 | 139,365 | 144,528 |
| Stormwater | - | - | - | - |
| R&M/Capital Projects | 15,906 | 108,900 | - | - |
| Total Revenues/Sources | 6,006,266 | 6,940,441 | 7,428,716 | 8,125,798 |

Note: All FY22 actual figures throughout this document reflect unaudited figures.

FY24 Proposed Budget Summary - General Fund

The FY24 General Fund Proposed Budget is based
on an assessment rate of \$934.05 per year per lot.

| | FY21 Actual | FY22 Actual | FY23 Adopted Budget | FY24 Proposed Budget |
|--------------------------------|------------------|------------------|---------------------------|----------------------------|
| Expenditures/Uses | | | | |
| District Clerk | 626,023 | 714,609 | 682,975 | 778,322 |
| Finance | 601,514 | 586,783 | 845,441 | 1,034,923 |
| Administration | 1,227,536 | 1,301,392 | 1,528,416 | 1,813,245 |
| Customer Service | 198,755 | 274,785 | 240,832 | 283,790 |
| DOR | 244,525 | 247,144 | 277,288 | 295,069 |
| Comm. Watch | 53,016 | 46,399 | 82,094 | 86,940 |
| Resident Relations | 496,296 | 568,328 | 600,214 | 665,799 |
| Administration | 97,766 | 108,173 | 112,646 | 122,930 |
| Lounge | 157,282 | 391,557 | 471,075 | 500,947 |
| 19th Hole | 201,481 | 372,789 | 566,899 | 586,002 |
| Special Events | 62,046 | 240,405 | 367,628 | 426,805 |
| Food & Beverage | 518,575 | 1,112,924 | 1,518,248 | 1,636,684 |
| Golf-Pro Shop | 892,849 | 997,490 | 1,012,500 | 1,216,508 |
| Buildings | 563,592 | 622,647 | 652,424 | 674,671 |
| Grounds | 165,738 | 194,278 | 190,534 | 213,706 |
| Custodial | 278,990 | 285,179 | 327,252 | 380,069 |
| Pools | 524,354 | 504,284 | 583,701 | 586,507 |
| Recreation | 137,291 | 268,110 | 258,036 | 307,515 |
| Property Services | 1,669,965 | 1,874,498 | 2,011,947 | 2,162,468 |
| Vehicle Storage | 16,199 | 30,142 | 17,761 | 18,597 |
| Shopping Center | 56,916 | 54,399 | 45,045 | 47,731 |
| Stormwater | 42,371 | 16,430 | 22,625 | 22,920 |
| R&M/Capital Projects | 1,266,330 | 1,407,495 | 671,960 | 541,846 |
| Total Expenditures/Uses | 6,187,039 | 7,363,098 | 7,428,716 | 8,125,798 |

Note: All FY22 actual figures throughout this document reflect unaudited figures.

Administration

Administration is comprised of two sub-departments: District Clerk and Finance, which provides the overall administrative direction for BBRD operations via the Community Manager. The Community Manager works through a contract between BBRD and Special District Services, Inc. and is confirmed by the Board of Trustees. The Community Manager is BBRD's chief appointed official and provides the overall administrative direction for BBRD.

The District Clerk is the official records custodian, risk manager, and IT contract manager to the Barefoot Bay Recreation District. The District Clerk also provides support to the Board of Trustees which includes agenda preparation for regular board meetings and workshops, transcription of minutes, and trustee liaison activities. Additionally, the sub-department coordinates with all advisory committees (when they exist) to ensure that meetings are properly advertised, minutes transcribed, and that records are retained and published on Barefoot Bay Recreation District's website. As records custodian, the District Clerk is the main point of contact for all records requests and responsible for ensuring records are properly retained and disposed of according to Florida State Statute, Chapter 119.

The Finance Office is primarily an internal service provider; however, external services are provided to the public for the RV Storage Lots and Shopping Center lease billing services, accounts payable processing, and general financial inquiries. In mid-FY18, the management of the Shopping Center was transferred to the Finance Office from the Resident Relations Department. Other activities include cash management, accounts receivable, payroll disbursements, capital asset control, general ledger maintenance, purchasing services, budget monitoring, and financial analysis and forecasting. Additionally, Finance provides monthly statements to department managers and the BOT, cooperates with independent auditors to conduct the annual audit, and develops and implements financial management policies and procedures while maintaining internal accounting controls.

FY24 Proposed Budget

| Dept. | | | | |
|--------------------|--------------------------------|------------------|------------------|------------------|
| Sub-Department | | | FY23 | FY24 |
| Category | | FY22 | Adopted | Adopted |
| Description | | Actual | Budget | Budget |
| Revenues | | | | |
| Administration | | | | |
| Assessments | | | | |
| | District Assessment Fee | 4,022,189 | 4,210,041 | 4,544,153 |
| | Sub-Total: | 4,022,189 | 4,210,041 | 4,544,153 |
| Interest | | | | |
| | Interest Income | 15,800 | 8,887 | 90,125 |
| | Sub-Total: | 15,800 | 8,887 | 90,125 |
| Other Income | | | | |
| | NSF Fees | 80 | 40 | 40 |
| | Vendor Discount | 488 | 212 | 212 |
| | Sales Tax Discounts | 330 | 360 | 360 |
| | Delinquent Fee Collections | 1,370 | 1,250 | 750 |
| | Lien Fee Reimbursement | 900 | 675 | 350 |
| | Legal Fee Recovery | 2,074 | 2,450 | 1,225 |
| | Postage Revenue | - | - | - |
| | Insurance Proceeds | 3,850 | 3,000 | - |
| | Proceeds Sales of Fixed Assets | 144 | 250 | 150 |
| | Miscellaneous Income General | 270 | 250 | 150 |
| | Sub-Total: | 9,506 | 8,487 | 3,237 |
| | Total Revenues: | 4,047,495 | 4,227,415 | 4,637,515 |
| Expenditures | | | | |
| Administration | | | | |
| Personnel Expenses | | | | |
| | F/T Salaries | 335,512 | 337,166 | 359,195 |
| | P/T Wages | - | 4,166 | - |
| | Overtime | 1,321 | 150 | 2,000 |
| | Special Pay | 3,060 | 2,050 | 750 |
| | Payroll Taxes | 24,491 | 26,211 | 27,689 |
| | 401 A Benefit | 5,868 | 6,035 | 11,519 |
| | Medical/Dental/Life Insurance | 80,703 | 91,132 | 92,244 |
| | Sub-Total: | 450,954 | 466,910 | 493,397 |

FY24 Proposed Budget

Dept.

Sub-Department

Category

Description

FY22
Actual

FY23
Adopted
Budget

FY24
Adopted
Budget

Professional Expenses

| | | | |
|----------------------------|---------|---------|---------|
| Payroll Fees | 25,263 | 22,650 | 26,526 |
| Professional Fees | 30,225 | 11,801 | 13,200 |
| Legal Fees | 68,211 | 57,600 | 51,840 |
| Management Fees | 161,643 | 177,408 | 181,700 |
| Management Fees/Tax Roll | 5,000 | 5,000 | 2,500 |
| Accounting & Auditing Fees | 28,920 | 34,500 | 34,500 |
| Software/IT Support | 60,217 | 65,906 | 86,400 |
| Sub-Total: | 379,479 | 374,865 | 396,666 |

Supplies

| | | | |
|--------------------|-------|-------|--------|
| Operating Supplies | 9,147 | 9,763 | 11,085 |
| Sub-Total: | 9,147 | 9,763 | 11,085 |

Other Gen. & Admin. Expenses

| | | | |
|--------------------------------|----------|---------|---------|
| Collection Fees | 77,906 | 84,201 | 90,883 |
| Collection Discounts | 131,600 | 136,826 | 149,957 |
| Property Taxes | 15,506 | 16,591 | 16,450 |
| ICMA Retirement | 1,000 | 1,000 | 1,000 |
| Employee Incentive | 5,345 | 200,666 | 235,437 |
| Employee Recruitment & Testing | - | 150 | 400 |
| Lien & Recording Fees | 1,442 | 1,248 | 1,440 |
| Travel and Training | 7,206 | 13,352 | 14,890 |
| Telephone, Internet, Cable | 5,027 | 4,852 | 6,447 |
| Postage | 6,747 | 3,271 | 3,582 |
| Utilities/Electricity | 4,274 | 3,345 | 4,402 |
| Utilities/Propane | 1,314 | - | 1,512 |
| Utilities/Water | 1,336 | 1,441 | 1,392 |
| Equipment Leasing | 3,604 | 4,166 | 3,992 |
| Insurance | 124,005 | 130,032 | 169,042 |
| Workers Comp. Insurance | 470 | 716 | 698 |
| Printing | 13,738 | 3,036 | 3,327 |
| Advertising | 1,576 | 4,169 | 3,433 |
| Bank Charges | 34,949 | 33,500 | 36,683 |
| Bad Debt | (20,873) | - | - |
| Licenses, permits, lien fees | - | 175 | 175 |
| Employee Clothing Allowance | 49 | - | - |

FY24 Proposed Budget

| Dept. | | | | |
|--|--|------------------|------------------|------------------|
| Sub-Department | | | FY23 | FY24 |
| Category | | FY22 | Adopted | Adopted |
| Description | | Actual | Budget | Budget |
| Dues and Subscriptions | | 5,310 | 5,555 | 5,660 |
| Election Expenses | | 23,823 | 4,548 | 25,014 |
| Sub-Total: | | 445,356 | 652,840 | 775,816 |
| Maintenance & Repairs | | | | |
| R & M - Misc. | | - | - | - |
| R & M Buildings | | 2,348 | 2,520 | 2,678 |
| R & M Equipment | | 14,108 | 6,315 | 13,800 |
| Sub-Total: | | 16,456 | 8,835 | 16,478 |
| Contingency | | | | |
| Contingency | | - | 15,203 | 19,803 |
| Sub-Total: | | - | 15,203 | 19,803 |
| Miscellaneous | | | | |
| Cash Over/Short | | - | - | - |
| Miscellaneous Expenditures | | - | - | - |
| Reserve | | | | |
| Reserve for Capital | | | | 100,000 |
| Sub-Total: | | - | - | 100,000 |
| Capital Outlay | | | | |
| Sub-Total: | | - | - | - |
| Total Expenditures: | | 1,301,392 | 1,528,416 | 1,813,245 |
| Total Revenues over Expenditures: | | 2,746,103 | 2,698,999 | 2,824,270 |

FY24 Proposed Budget

| Dept. Sub-Department Category | FY22 Actual | FY23 Adopted Budget | FY24 Adopted Budget |
|-------------------------------------|----------------|---------------------------|---------------------------|
| Revenues | | | |
| Administration | | | |
| District Clerk | | | |
| Other Income | | | |
| Insurance Proceeds | 3,850 | 3,000 | - |
| Misc. Income General | | - | - |
| Sub-Total: | 3,850 | 3,000 | - |
| Total Revenues: | 3,850 | 3,000 | - |
| Expenditures | | | |
| Administration | | | |
| District Clerk | | | |
| Personnel Expenses | | | |
| F/T Salaries | 149,422 | 155,020 | 160,971 |
| P/T Wages | - | 4,166 | - |
| Special Pay | 2,160 | 1,300 | - |
| Overtime | 782 | - | 500 |
| Payroll Taxes | 10,763 | 12,277 | 12,353 |
| 401 A Benefit | 3,060 | 3,304 | 3,500 |
| Medical/Dental/Life Insurance | 40,147 | 45,566 | 46,122 |
| Sub-Total: | 206,334 | 221,633 | 223,446 |
| Professional Expenses | | | |
| Professional Fees | 30,148 | 5,201 | 6,600 |
| Legal Fees | 65,789 | 54,900 | 49,410 |
| Management Fees | 161,643 | 177,408 | 181,700 |
| Management Fees/Tax Roll | 5,000 | 5,000 | 2,500 |
| Software/ IT Support | 42,147 | 43,147 | 68,869 |
| Sub-Total: | 304,727 | 285,656 | 309,079 |
| Supplies | | | |
| Operating Supplies | 6,978 | 7,000 | 8,060 |
| Sub-Total: | 6,978 | 7,000 | 8,060 |

FY24 Proposed Budget

| Dept. Sub-Department Category | FY22 Actual | FY23 Adopted Budget | FY24 Adopted Budget |
|--|------------------|---------------------------|---------------------------|
| Other Gen. & Admin. Expenses | | | |
| Employee Recruitment & Testing | | 100 | 200 |
| Lien & Recording Fees | 30 | 235 | 260 |
| Travel and Training | 5,450 | 9,320 | 10,190 |
| Telephone, Internet, Cable | 2,281 | 2,040 | 3,368 |
| Postage | 5,560 | 1,947 | 2,132 |
| Utilities/Electricity | 2,137 | 1,800 | 2,201 |
| Utilities/Propane | 657 | | 756 |
| Utilities/Water | 668 | 759 | 682 |
| Equipment Leasing | 882 | 1,015 | 937 |
| Insurance | 124,005 | 130,032 | 169,042 |
| Workers Comp. Insurance | 273 | 420 | 197 |
| Printing | 13,106 | 2,111 | 2,312 |
| Advertising | 944 | 2,783 | 2,783 |
| Employee Clothing Allowance | 49 | - | - |
| Dues and Subscriptions | 4,425 | 4,600 | 4,610 |
| Election Expenses | 23,823 | 4,548 | 25,014 |
| Sub-Total: | 184,291 | 161,710 | 224,684 |
| Maintenance & Repairs | | | |
| R & M Buildings | 1,139 | 1,226 | 1,303 |
| R & M Equipment | 11,140 | 5,750 | 11,750 |
| Sub-Total: | 12,279 | 6,976 | 13,053 |
| Total Expenditures: | 714,609 | 682,975 | 778,322 |
| Total Revenues over Expenditures: | (710,759) | (679,975) | (778,322) |

FY24 Proposed Budget

| Dept. Sub-Department Category | FY22 Actual | FY23 Adopted Budget | FY24 Adopted Budget |
|-------------------------------------|------------------|---------------------------|---------------------------|
| Revenues | | | |
| Administration | | | |
| Finance | | | |
| Assessments | | | |
| District Assessment Fee | 4,022,189 | 4,210,041 | 4,544,153 |
| Sub-Total: | 4,022,189 | 4,210,041 | 4,544,153 |
| Interest | | | |
| Interest Income | 15,800 | 8,887 | 90,125 |
| Sub-Total: | 15,800 | 8,887 | 90,125 |
| Other Income | | | |
| NSF Fees | 80 | 40 | 40 |
| Vendor Discount | 488 | 212 | 212 |
| Sales Tax Discounts | 330 | 360 | 360 |
| Delinquent Fee Collections | 1,370 | 1,250 | 750 |
| Lien Fee Reimbursement | 900 | 675 | 350 |
| Legal Fee Recovery | 2,074 | 2,450 | 1,225 |
| Proceeds Sales of Fixed Assets | 144 | 250 | 150 |
| Miscellaneous Income General | 270 | 250 | 150 |
| Sub-Total: | 5,656 | 5,487 | 3,237 |
| Total Revenues: | 4,043,645 | 4,224,415 | 4,637,515 |
| Expenditures | | | |
| Administration | | | |
| Finance | | | |
| Personnel Expenses | | | |
| F/T Salaries | 186,090 | 182,146 | 198,224 |
| Overtime | 539 | 150 | 1,500 |
| Special Pay | 900 | 750 | 750 |
| Payroll Taxes | 13,728 | 13,934 | 15,336 |
| 401 A Benefit | 2,808 | 2,731 | 8,019 |
| Medical/Dental/Life Insurance | 40,556 | 45,566 | 46,122 |
| Sub-Total: | 244,620 | 245,277 | 269,951 |

FY24 Proposed Budget

| Dept. Sub-Department Category | FY22 Actual | FY23 Adopted Budget | FY24 Adopted Budget |
|-------------------------------------|----------------|---------------------------|---------------------------|
| Professional Expenses | | | |
| Payroll Fees | 25,263 | 22,650 | 26,526 |
| Professional Fees | 77 | 6,600 | 6,600 |
| Legal Fees | 2,422 | 2,700 | 2,430 |
| Accounting & Auditing Fees | 28,920 | 34,500 | 34,500 |
| Software/IT Support | 18,070 | 22,759 | 17,531 |
| Sub-Total: | 74,752 | 89,209 | 87,587 |
| Supplies | | | |
| Operating Supplies | 2,169 | 2,763 | 3,025 |
| Sub-Total: | 2,169 | 2,763 | 3,025 |
| Other Gen. & Admin. Expenses | | | |
| Collection Fees | 77,906 | 84,201 | 90,883 |
| Collection Discounts | 131,600 | 136,826 | 149,957 |
| Property Taxes | 15,506 | 16,591 | 16,450 |
| ICMA Retirement | 1,000 | 1,000 | 1,000 |
| Employee Incentive | 5,345 | 200,666 | 235,437 |
| Employee Recruitment & Testing | - | 50 | 200 |
| Lien & Recording Fees | 1,412 | 1,013 | 1,180 |
| Travel and Training | 1,756 | 4,032 | 4,700 |
| Telephone, Internet, Cable | 2,746 | 2,812 | 3,079 |
| Postage | 1,187 | 1,324 | 1,450 |
| Utilities/Electricity | 2,137 | 1,545 | 2,201 |
| Utilities/Propane | 657 | - | 756 |
| Utilities/Water | 668 | 682 | 710 |
| Equipment Leasing | 2,722 | 3,151 | 3,055 |
| Workers Comp. Insurance | 197 | 296 | 501 |
| Printing | 632 | 925 | 1,015 |
| Advertising | 632 | 1,386 | 650 |
| Bank Charges | 34,949 | 33,500 | 36,683 |
| Bad Debt | (20,873) | - | - |
| Licenses, permits, lien fees | - | 175 | 175 |
| Dues and Subscriptions | 884 | 955 | 1,050 |
| Sub-Total: | 261,065 | 491,130 | 551,132 |

FY24 Proposed Budget

| Dept. Sub-Department Category | FY22 Actual | FY23 Adopted Budget | FY24 Adopted Budget |
|--|------------------|---------------------------|---------------------------|
| Maintenance & Repairs | | | |
| R & M Buildings | 1,209 | 1,294 | 1,375 |
| R & M Equipment | 2,968 | 565 | 2,050 |
| Sub-Total: | 4,177 | 1,859 | 3,425 |
| Contingency | | | |
| Contingency | - | 15,203 | 19,803 |
| Sub-Total: | - | 15,203 | 19,803 |
| Miscellaneous | | | |
| Cash Over/Short | - | - | - |
| Sub-Total: | - | - | - |
| Reserve | | | |
| Reserve for Capital | | | 100,000 |
| Sub-Total: | - | - | 100,000 |
| Transfers | | | |
| Transfer to Debt Service Fund | - | - | - |
| Sub-Total: | - | - | - |
| Total Expenditures: | 586,783 | 845,441 | 1,034,923 |
| Total Revenues over Expenditures: | 3,456,862 | 3,378,974 | 3,602,592 |

Resident Relations

Resident Relations is comprised of three sub-departments: Customer Service, Deed of Restrictions (DOR) Enforcement, and Community Watch. The Resident Relations Manager/H.R. Coordinator is responsible for the overall management of the sub-departments, the Vehicle Storage Department, and the coordination of BBRD's human resources function. The management of the Shopping Center was transferred to Administration: Finance mid-FY18.

Customer Service provides external services to the Barefoot Bay residents in addition to internal services to BBRD employees and job applicants. Specific activities performed include new homeowner orientation, scheduling facilities, vehicle storage lessees, and administration of social membership needs of BBRD property owners, renters, and guests.

DOR Enforcement is responsible for inspection of all BBRD properties to ensure compliance of the DOR and ARCC permits, processing violations when necessary, and the support of the Architectural Review Control and DOR Violations Committees.

Community Watch, as established in FY17, provides evening and nighttime observation of the community by unarmed employees who coordinate their efforts with the Brevard County Sheriff's Office and various neighborhood watch groups. Starting in FY18, the administration of BBRD's Off-Duty Sheriff Deputy Program (previously administered by Administration: District Clerk) became a function of this sub-department.

FY23 Budget

| Dept. | | | | |
|-----------------------------|-------------------------------|---------------|---------------|----------------|
| Sub-Department | | | FY23 | FY24 |
| Category | | FY22 | Adopted | Proposed |
| Description | | Actual | Budget | Budget |
| Revenues | | | | |
| Resident Relations (rollup) | | | | |
| Charges for Services | | | | |
| | Guest Passes | 72,970 | 68,550 | 252,767 |
| | Building Rental | 3,427 | 4,785 | 10,050 |
| | DOR Enforcement Fees | 9,891 | 9,590 | 26,752 |
| | Sub-Total: | 86,288 | 82,925 | 289,569 |
| Other Income | | | | |
| | Miscellaneous Income General | 5,643 | 6,850 | 11,260 |
| | Sub-Total: | 5,643 | 6,850 | 11,260 |
| | Total Revenues: | 91,931 | 89,775 | 300,829 |
| Expenditures | | | | |
| Resident Relations (rollup) | | | | |
| Personnel Expenses | | | | |
| | F/T Salaries | 262,356 | 262,642 | 300,580 |
| | P/T Wages | 79,387 | 98,140 | 104,970 |
| | Overtime | 2,129 | 703 | 817 |
| | Special Pay | 525 | 1,980 | 900 |
| | Payroll Taxes | 25,746 | 27,807 | 31,156 |
| | 401 A Benefit | 7,748 | 7,860 | 10,196 |
| | Medical/Dental/Life Insurance | 51,322 | 61,118 | 61,788 |
| | Sub-Total: | 429,213 | 460,250 | 510,407 |
| Professional Expenses | | | | |
| | Professional Fees | 4,134 | 28,500 | 29,500 |
| | Legal Fees | 28,096 | 39,700 | 35,730 |
| | HR Consulting Fees | 26,000 | - | - |
| | Software/IT Support | 27,879 | 19,849 | 28,072 |
| | Sub-Total: | 86,109 | 88,049 | 93,302 |
| Supplies | | | | |
| | Operating Supplies | 8,134 | 9,076 | 11,350 |
| | Fuel | 9,141 | 10,150 | 10,900 |
| | Sub-Total: | 17,275 | 19,226 | 22,250 |

FY23 Budget

| Dept. | | | | |
|-----------------------------------|--|-----------|-----------|-----------|
| Sub-Department | | | FY23 | FY24 |
| Category | | FY22 | Adopted | Proposed |
| Description | | Actual | Budget | Budget |
| Other Gen. & Admin. Expenses | | | | |
| Employee Recruitment & Testing | | 878 | 956 | 900 |
| Travel and Training | | 740 | 4,871 | 5,300 |
| Telephone, Internet, Cable | | 3,540 | 3,793 | 4,030 |
| Postage | | 4,481 | 2,784 | 3,000 |
| Utilities/Electricity | | 4,274 | 3,663 | 4,402 |
| Utilities/Propane | | 1,314 | - | 1,512 |
| Utilities/Water | | 1,336 | 1,512 | 1,364 |
| Equipment Leasing | | 5,296 | 4,936 | 5,622 |
| Workers Comp. Insurance | | 582 | 739 | 1,170 |
| Printing | | 521 | 762 | 1,200 |
| Advertising | | 195 | - | - |
| Employee Clothing Allowance | | 108 | 625 | 800 |
| DOR Enforcement Expenses | | 1,800 | 1,657 | 1,650 |
| Dues and Subscriptions | | 1,034 | 700 | 870 |
| Sub-Total: | | 26,099 | 26,998 | 31,820 |
| Maint. & Repairs | | | | |
| R & M Buildings | | 2,278 | 2,631 | 2,795 |
| R & M Equipment | | 2,414 | 1,553 | 2,750 |
| Vehicle Maintenance | | 3,402 | 675 | 875 |
| Sub-Total: | | 8,094 | 4,859 | 6,420 |
| Miscellaneous | | | | |
| Miscellaneous Expenditures | | 1,547 | 832 | 1,600 |
| Cash Over/Short | | (9) | - | - |
| Sub-Total: | | 1,538 | 832 | 1,600 |
| Total Expenditures: | | 568,328 | 600,214 | 665,799 |
| Total Revenues over Expenditures: | | (476,397) | (510,439) | (364,970) |

FY24 Proposed Budget

| Dept. | | | | |
|-----------------------|-------------------------------|---------------|---------------|----------------|
| Sub-Department | | | FY23 | FY24 |
| Category | | FY22 | Adopted | Adopted |
| Description | | Actual | Budget | Budget |
| Revenues | | | | |
| Resident Relations | | | | |
| Customer Service | | | | |
| Charges for Services | | | | |
| | Guest Passes | 72,970 | 68,550 | 252,767 |
| | Building Rental | 3,427 | 4,785 | 10,050 |
| | Sub-Total: | 76,397 | 73,335 | 262,817 |
| Other Income | | | | |
| | Miscellaneous Income General | 5,643 | 6,850 | 11,260 |
| | Sub-Total: | 5,643 | 6,850 | 11,260 |
| | Total Revenues: | 82,040 | 80,185 | 274,077 |
| Expenditures | | | | |
| Resident Relations | | | | |
| Customer Service | | | | |
| Personnel Expenses | | | | |
| | F/T Salaries | 135,760 | 121,676 | 144,414 |
| | P/T Wages | 46,024 | 55,411 | 59,455 |
| | Overtime | 820 | 164 | 250 |
| | Special Pay | 525 | 1,700 | 600 |
| | Payroll Taxes | 13,961 | 13,690 | 15,661 |
| | 401 A Benefit | 4,717 | 3,651 | 5,777 |
| | Medical/Dental/Life Insurance | 13,156 | 15,425 | 15,666 |
| | Sub-Total: | 214,963 | 211,717 | 241,823 |
| Professional Expenses | | | | |
| | Professional Fees | 310 | - | - |
| | Legal Fees | 3,614 | 4,500 | 4,050 |
| | HR Consulting Fees | 26,000 | - | - |
| | Software/ IT Support | 10,677 | 4,319 | 11,436 |
| | Sub-Total: | 40,601 | 8,819 | 15,486 |
| Supplies | | | | |
| | Operating Supplies | 5,553 | 6,043 | 8,300 |
| | Sub-Total: | 5,553 | 6,043 | 8,300 |

FY24 Proposed Budget

| Dept. | | | | |
|-----------------------------------|--|-----------|-----------|---------|
| Sub-Department | | | FY23 | FY24 |
| Category | | FY22 | Adopted | Adopted |
| Description | | Actual | Budget | Budget |
| Other Gen. & Admin. Expenses | | | | |
| Employee Recruitment & Testing | | 727 | 591 | 500 |
| Travel and Training | | - | 2,493 | 2,700 |
| Telephone, Internet, Cable | | 1,851 | 2,103 | 2,234 |
| Postage | | - | 100 | 100 |
| Utilities/Electricity | | 2,137 | 1,803 | 2,201 |
| Utilities/Propane | | 657 | - | 756 |
| Utilities/Water | | 668 | 752 | 682 |
| Equipment Leasing | | 2,648 | 2,468 | 2,811 |
| Workers Comp. Insurance | | 184 | 285 | 449 |
| Printing | | 195 | 476 | 600 |
| Advertising | | 195 | | - |
| Dues and Subscriptions | | 455 | 450 | 570 |
| Sub-Total: | | 9,717 | 11,521 | 13,603 |
| Maint. & Repairs | | | | |
| R & M Buildings | | 1,139 | 1,250 | 1,328 |
| R & M Equipment | | 1,274 | 650 | 1,650 |
| Sub-Total: | | 2,413 | 1,900 | 2,978 |
| Miscellaneous | | | | |
| Miscellaneous Expenditures | | 1,547 | 832 | 1,600 |
| Cash Over/Short | | (9) | - | - |
| Sub-Total: | | 1,538 | 832 | 1,600 |
| Total Expenditures: | | 274,785 | 240,832 | 283,790 |
| Total Revenues over Expenditures: | | (192,745) | (160,647) | (9,713) |

FY24 Proposed Budget

| Dept. | | | | |
|-----------------------|-------------------------------|--------------|--------------|---------------|
| Sub-Department | | | FY23 | FY24 |
| Category | | FY22 | Adopted | Proposed |
| Description | | Actual | Budget | Budget |
| Revenues | | | | |
| Resident Relations | | | | |
| DOR Enforcement | | | | |
| Charges for Services | | | | |
| | DOR Enforcement Fees | 9,891 | 9,590 | 26,752 |
| | Sub-Total: | 9,891 | 9,590 | 26,752 |
| Other Income | | | | |
| | Miscellaneous Income General | - | - | - |
| | Sub-Total: | - | - | - |
| | Total Revenues: | 9,891 | 9,590 | 26,752 |
| Expenditures | | | | |
| Resident Relations | | | | |
| DOR Enforcement | | | | |
| Personnel Expenses | | | | |
| | F/T Salaries | 126,596 | 140,966 | 156,166 |
| | Overtime | 1,309 | 464 | 487 |
| | Special Pay | - | 280 | 300 |
| | Payroll Taxes | 8,996 | 10,841 | 12,007 |
| | 401 A Benefit | 3,031 | 4,209 | 4,419 |
| | Medical/Dental/Life Insurance | 38,166 | 45,693 | 46,122 |
| | Sub-Total: | 178,098 | 202,453 | 219,501 |
| Professional Expenses | | | | |
| | Professional Fees | - | - | - |
| | Legal Fees | 24,482 | 35,200 | 31,680 |
| | Software/ IT Support | 17,202 | 15,530 | 16,636 |
| | Sub-Total: | 41,684 | 50,730 | 48,316 |
| Supplies | | | | |
| | Operating Supplies | 2,581 | 2,898 | 2,900 |
| | Fuel | 3,428 | 3,870 | 4,000 |
| | Sub-Total: | 6,009 | 6,768 | 6,900 |

FY24 Proposed Budget

| Dept. | | | | |
|--|--|------------------|------------------|------------------|
| Sub-Department | | | FY23 | FY24 |
| Category | | FY22 | Adopted | Proposed |
| Description | | Actual | Budget | Budget |
| Other Gen. & Admin. Expenses | | | | |
| Employee Recruitment & Testing | | 151 | 200 | 200 |
| Travel and Training | | 740 | 2,378 | 2,600 |
| Telephone, Internet, Cable | | 1,074 | 1,180 | 1,254 |
| Postage | | 4,481 | 2,684 | 2,900 |
| Utilities/Electricity | | 2,137 | 1,860 | 2,201 |
| Utilities/Propane | | 657 | | 756 |
| Utilities/Water | | 668 | 760 | 682 |
| Equipment Leasing | | 2,648 | 2,468 | 2,811 |
| Workers Comp. Insurance | | 303 | 350 | 556 |
| Printing | | 326 | 286 | 600 |
| DOR Enforcement Expenses | | 1,800 | 1,657 | 1,650 |
| Employee Clothing Allowance | | 108 | 305 | 400 |
| Dues and Subscriptions | | 579 | 250 | 300 |
| Sub-Total: | | 15,672 | 14,378 | 16,910 |
| | | | | |
| Maint. & Repairs | | | | |
| R & M Buildings | | 1,139 | 1,381 | 1,467 |
| R & M Equipment | | 1,140 | 903 | 1,100 |
| Vehicle Maintenance | | 3,402 | 675 | 875 |
| Sub-Total: | | 5,681 | 2,959 | 3,442 |
| | | | | |
| Total Expenditures: | | 247,144 | 277,288 | 295,069 |
| | | | | |
| Total Revenues over Expenditures: | | (237,253) | (267,698) | (268,317) |

FY24 Proposed Budget

| Dept. | | | | |
|--|--|-----------------|-----------------|-----------------|
| Sub-Department | | | FY23 | FY24 |
| Category | | FY22 | Adopted | Proposed |
| Description | | Actual | Budget | Budget |
| Expenditures | | | | |
| Resident Relations | | | | |
| Community Watch | | | | |
| Personnel Expenses | | | | |
| P/T Wages | | 33,363 | 42,729 | 45,515 |
| Overtime | | - | 75 | 80 |
| Payroll Taxes | | 2,789 | 3,276 | 3,488 |
| Sub-Total: | | 36,152 | 46,080 | 49,083 |
| Professional Expenses | | | | |
| Professional Fees | | 3,824 | 28,500 | 29,500 |
| Sub-Total: | | 3,824 | 28,500 | 29,500 |
| Supplies | | | | |
| Operating Supplies | | - | 135 | 150 |
| Fuel | | 5,713 | 6,280 | 6,900 |
| Sub-Total: | | 5,713 | 6,415 | 7,050 |
| Other Gen. & Admin. Expenses | | | | |
| Employee Recruitment & Testing | | - | 165 | 200 |
| Telephone, Internet, Cable | | 615 | 510 | 542 |
| Workers Comp. Insurance | | 95 | 104 | 165 |
| Employee Clothing Allowance | | - | 320 | 400 |
| Sub-Total: | | 710 | 1,099 | 1,307 |
| Total Expenditures: | | 46,399 | 82,094 | 86,940 |
| Total Revenues over Expenditures: | | (46,399) | (82,094) | (86,940) |

Food & Beverage

The Food & Beverage Department operates two fixed site facilities (Lounge and 19th Hole), numerous special events (street dances, holiday events, a variety of special music & food events, etc.), and a new themed dinner night in Building A (replaces Pasta night at the 19th Hole) and caters to BBRD clubs, organizations renting the facilities, and various golf tournaments as requested and contractually agreed upon. As the community and BOT deal with fiscal strain, staff anticipates either a growing subsidy or a shift away from previously provided services that are not profitable.

- The Lounge is a live entertainment venue that has historically offered beverages, sandwiches, salads, and snacks throughout the day to pool and Lounge patrons. There are also scheduled entertainment activities such as Karaoke and Trivia Night in the evenings.
- The 19th Hole located at the Golf course caters to golfers and residents desiring a full bar and table side restaurant service and has historically provided breakfast, lunch, and light dinner (hours vary per season). The breakfast offerings were originally limited to breakfast sandwiches, muffins and biscuits and gravy. The lunch menu is a mix of cold and hot sandwiches, salads, and daily blackboard specials. Every Friday, fish and chips is a popular menu item.
- Pasta Night was a weekly Wednesday night event at the 19th Hole featuring Italian sub sandwiches, pasta entrees, and two weekly pasta specials. This Sub-Department ceased to be used in FY22 and activities were rolled into a weekly themed dinner night in Special Events.
- Special Events include a variety of events held outside of regularly scheduled operations. Typically, a combination of live bands, a buffet, or outside grilling is planned to provide extra entertainment year-round to our residents. Additionally, Music Bingo, a very popular game, and Building A or D/E bar and/or catering requests are accounted for within Special Events. A new large-scale event called “Barefoot by the Lake”, a music, art, and food festival, was developed in FY18 and is now an annual event. A new themed dinner evening began in mid-2022 offering a variety of international and/or themed dinners according to holidays and seasons.

FY24 Proposed Budget

| Dept. Sub-Department Category Description | FY22 Actual | FY23 Adopted Budget | FY24 Proposed Budget |
|--|------------------|---------------------------|----------------------------|
| Revenues | | | |
| Food & Beverage (roll-up) | | | |
| Charges for Services | | | |
| Beverage Sales | 818,176 | 902,230 | 924,790 |
| Food Sales | 243,456 | 527,447 | 470,590 |
| Coupons | (11,272) | (18,996) | (12,295) |
| Staff Discount | (102) | (1,581) | (1,455) |
| F&B Shift Discount | (377) | - | (1,780) |
| Sub-Total: | 1,049,881 | 1,409,100 | 1,379,850 |
| Other Income | | | |
| Vending Machine Income | 868 | 1,552 | 1,555 |
| Merchandise Sales | 2,133 | 7,265 | 3,800 |
| Donations | - | - | - |
| Miscellaneous Income General | 37,208 | 52,388 | 49,525 |
| Sub-Total: | 40,209 | 61,205 | 54,880 |
| Total Revenues: | 1,090,090 | 1,470,305 | 1,434,730 |
| Expenditures | | | |
| Food & Beverage (roll-up) | | | |
| Personnel | | | |
| F/T Salaries | 157,457 | 221,406 | 292,598 |
| P/T Wages | 225,392 | 343,013 | 316,306 |
| Overtime | 2,784 | 3,900 | 4,135 |
| Special Pay | 1,292 | 705 | 400 |
| Payroll Taxes | 35,005 | 43,531 | 46,928 |
| 401 A Benefit | 2,520 | 2,441 | 4,069 |
| Medical/Dental/Life Insurance | 36,809 | 75,943 | 76,914 |
| Sub-Total: | 461,259 | 690,939 | 741,350 |
| Professional Expenses | | | |
| Professional Fees | 369 | 11,680 | 10,540 |
| Software/IT Support | 24,020 | 11,198 | 8,780 |
| Sub-Total: | 24,389 | 22,878 | 19,320 |

FY24 Proposed Budget

| Dept. Sub-Department Category Description | FY22 Actual | FY23 Adopted Budget | FY24 Proposed Budget |
|--|----------------|---------------------------|----------------------------|
| Supplies | | | |
| Operating Supplies | 13,076 | 12,910 | 14,650 |
| Cleaning Supplies | 6,505 | 8,874 | 9,970 |
| Beverage Supplies | 6,197 | 6,346 | 8,955 |
| Paper Supplies | 18,676 | 22,608 | 20,330 |
| Fuel | - | 89 | 100 |
| Sub-Total: | 44,454 | 50,826 | 54,005 |
| Other General & Administrative Expenses | | | |
| Employee Recruitment & Testing | 4,308 | 2,415 | 2,600 |
| Travel & Training | 250 | 4,348 | 5,805 |
| Telephone, Internet, Cable | 6,855 | 6,627 | 7,042 |
| Utilities/Electricity | 9,181 | 5,800 | 14,544 |
| Utilities/Propane | 8,138 | 9,087 | 9,359 |
| Utilities/Water | 2,637 | 3,630 | 2,705 |
| Utilities/Solid Waste-Gar/Rec | 5,323 | 5,215 | 5,711 |
| Equipment Leasing | 5,908 | 22,885 | 23,683 |
| Uniform Leasing | 7,177 | 9,036 | 9,255 |
| Workers Comp. Insurance | 5,321 | 6,298 | 10,444 |
| Advertising | 1,313 | 6,015 | 3,815 |
| Licenses, permits, lien fees | 3,509 | 5,057 | 5,414 |
| Dues & Subscriptions | 4,791 | 12,169 | 9,707 |
| Sub-Total: | 64,711 | 98,583 | 110,084 |
| Maintenance & Repairs | | | |
| R & M - Misc. | - | 3,957 | 3,095 |
| R & M Buildings | 4,265 | 6,179 | 6,195 |
| R & M Equipment | 27,792 | 20,342 | 18,500 |
| Sub-Total: | 32,057 | 30,478 | 27,790 |
| Operations | | | |
| Music & Entertainment | 14,144 | 29,322 | 25,635 |
| Merchandise Cost of Sales | 2,299 | 5,775 | 5,775 |
| Food Cost of Sales | 137,950 | 232,076 | 276,905 |
| Beverage Cost of Sales | 286,865 | 315,781 | 329,535 |
| Soft Drink & CO2 | 44,838 | 41,590 | 46,285 |
| Sub-Total: | 486,096 | 624,544 | 684,135 |

FY24 Proposed Budget

| Dept. | | | | |
|----------------|--|------------------|------------------|------------------|
| Sub-Department | | | FY23 | FY24 |
| Category | | FY22 | Adopted | Proposed |
| Description | | Actual | Budget | Budget |
| Miscellaneous | | | | |
| | Cash Over/Short | (42) | - | - |
| | Sub-Total: | (42) | - | - |
| | Total Expenditures: | 1,112,924 | 1,518,248 | 1,636,684 |
| | Total Revenues over Expenditures: | (22,834) | (47,943) | (201,954) |

FY24 Proposed Budget

| Dept. Sub-Department Category | FY22 Actual | FY23 Adopted Budget | FY24 Adopted Budget |
|-------------------------------------|-----------------|---------------------------|---------------------------|
| Revenues | | | |
| Food & Beverage | | | |
| Administration | | | |
| Charges for Services | | | |
| Coupons | (11,272) | (18,996) | (12,295) |
| Staff Discount | (102) | (1,581) | (1,455) |
| F&B Shift Discount | (377) | - | (1,780) |
| Sub-Total: | (11,751) | (20,577) | (15,530) |
| Total Revenues: | (11,751) | (20,577) | (15,530) |
| Expenditures | | | |
| Food & Beverage | | | |
| Administration | | | |
| Personnel | | | |
| F/T Salaries | 80,664 | 76,773 | 82,472 |
| P/T Wages | - | - | - |
| Overtime | - | - | - |
| Payroll Taxes | 5,770 | 5,873 | 6,309 |
| 401 A Benefit | 2,347 | 2,441 | 2,563 |
| Medical/Dental/Life Insurance | 13,604 | 15,189 | 15,374 |
| Sub-Total: | 102,385 | 100,276 | 106,718 |
| Professional Expenses | | | |
| Professional Fees | - | 6,292 | 6,855 |
| Software/IT Support | 4,275 | 2,050 | 4,780 |
| Sub-Total: | 4,275 | 8,342 | 11,635 |
| Supplies | | | |
| Operating Supplies | 41 | 223 | 215 |
| Paper Supplies | - | 136 | 175 |
| Sub-Total: | 41 | 359 | 390 |

FY24 Proposed Budget

| Dept. Sub-Department Category | FY22 Actual | FY23 Adopted Budget | FY24 Adopted Budget |
|--|------------------|---------------------------|---------------------------|
| Other General & Administrative Expenses | | | |
| Employee Recruitment & Testing | - | 183 | - |
| Travel & Training | 100 | 202 | 1,755 |
| Telephone, Internet, Cable | 878 | 1,021 | 1,085 |
| Workers Comp. Insurance | 83 | 108 | 172 |
| Dues & Subscriptions | 411 | 284 | 290 |
| Sub-Total: | 1,472 | 1,798 | 3,302 |
| Maintenance & Repairs | | | |
| R & M Equipment | - | 1,871 | 885 |
| Sub-Total: | - | 1,871 | 885 |
| Total Expenditures: | 108,173 | 112,646 | 122,930 |
| Total Revenues over Expenditures: | (108,173) | (112,646) | (122,930) |

FY24 Proposed Budget

| Dept. Sub-Department Category | FY22 Actual | FY23 Adopted Budget | FY24 Proposed Budget |
|-------------------------------------|----------------|---------------------------|----------------------------|
| Revenues | | | |
| Food & Beverage | | | |
| Lounge | | | |
| Charges for Services | | | |
| Beverage Sales | 393,216 | 417,474 | 427,910 |
| Food Sales | 49,617 | 78,180 | 82,090 |
| Sub-Total: | 442,833 | 495,654 | 510,000 |
| Other Income | | | |
| Vending Machine Income | 868 | 1,552 | 1,555 |
| Miscellaneous Income General | 1,248 | 1,928 | 2,935 |
| Sub-Total: | 2,116 | 3,480 | 4,490 |
| Total Revenues: | 444,949 | 499,134 | 514,490 |
| Expenditures | | | |
| Food & Beverage | | | |
| Lounge | | | |
| Personnel | | | |
| F/T Salaries | 26,409 | 33,912 | 37,660 |
| P/T Wages | 77,361 | 114,275 | 111,711 |
| Overtime | 636 | 628 | 700 |
| Special Pay | 411 | 378 | 200 |
| Payroll Taxes | 10,306 | 11,414 | 11,496 |
| 401 A Benefit | 173 | - | 1,506 |
| Medical/Dental/Life Insurance | 12,034 | 30,377 | 30,748 |
| Sub-Total: | 127,330 | 190,984 | 194,021 |
| Professional Expenses | | | |
| Professional Fees | - | 2,021 | 2,210 |
| Software/IT Support | 7,481 | 4,574 | 2,000 |
| Sub-Total: | 7,481 | 6,595 | 4,210 |
| Supplies | | | |
| Operating Supplies | 2,801 | 1,768 | 2,790 |
| Cleaning Supplies | 3,239 | 3,222 | 4,315 |
| Beverage Supplies | 4,229 | 2,943 | 4,955 |
| Paper Supplies | 9,763 | 11,319 | 10,475 |
| Sub-Total: | 20,032 | 19,251 | 22,535 |

FY24 Proposed Budget

| Dept. Sub-Department Category | FY22 Actual | FY23 Adopted Budget | FY24 Proposed Budget |
|--|----------------|---------------------------|----------------------------|
| Other General & Administrative Expenses | | | |
| Employee Recruitment & Testing | 775 | 1,428 | 1,000 |
| Travel & Training | - | 1,849 | 1,655 |
| Telephone, Internet, Cable | 612 | 1,196 | 1,271 |
| Utilities/Electricity | 7,060 | 3,200 | 7,272 |
| Utilities/Propane | 2,412 | 1,540 | 2,773 |
| Utilities/Water | 1,160 | 1,650 | 1,184 |
| Utilities/Solid Waste-Gar/Rec | 2,253 | 2,000 | 2,190 |
| Equipment Leasing | 1,667 | 2,111 | 1,700 |
| Uniform Leasing | 3,589 | 3,492 | 3,600 |
| Workers Comp. Insurance | 1,853 | 2,590 | 4,308 |
| Advertising | 135 | 1,773 | 590 |
| Licenses, permits, lien fees | 1,723 | 2,362 | 2,586 |
| Dues & Subscriptions | 2,499 | 5,984 | 6,552 |
| Sub-Total: | 25,738 | 31,176 | 36,681 |
| Maintenance & Repairs | | | |
| R & M - Misc. | - | 3,468 | 2,570 |
| R & M Buildings | 2,883 | 3,289 | 3,545 |
| R & M Equipment | 10,768 | 7,338 | 7,120 |
| Sub-Total: | 13,651 | 14,095 | 13,235 |
| Operations | | | |
| Music & Entertainment | - | 4,567 | 3,135 |
| Food Cost of Sales | 27,962 | 34,399 | 45,160 |
| Beverage Cost of Sales | 137,867 | 146,116 | 153,425 |
| Soft Drink & CO2 | 31,544 | 23,892 | 28,545 |
| Sub-Total: | 197,373 | 208,974 | 230,265 |
| Miscellaneous | | | |
| Cash Over/Short | (48) | - | - |
| Sub-Total: | (48) | - | - |
| Total Expenditures: | 391,557 | 471,075 | 500,947 |
| Total Revenues over Expenditures: | 53,392 | 28,060 | 13,543 |

FY24 Proposed Budget

| Dept. | | | | |
|-----------------------|-------------------------------|----------------|----------------|----------------|
| Sub-Department | | | FY23 | FY24 |
| Category | | FY22 | Adopted | Adopted |
| Description | | Actual | Budget | Budget |
| Revenues | | | | |
| Food & Beverage | | | | |
| 19th Hole | | | | |
| Charges for Services | | | | |
| | Beverage Sales | 241,913 | 291,188 | 298,470 |
| | Food Sales | 96,183 | 271,801 | 231,000 |
| | Sub-Total: | 338,096 | 562,989 | 529,470 |
| Other Income | | | | |
| | Miscellaneous Income General | 47 | 765 | 1,590 |
| | Sub-Total: | 47 | 765 | 1,590 |
| | Total Revenues: | 338,143 | 563,754 | 531,060 |
| Expenditures | | | | |
| Food & Beverage | | | | |
| 19th Hole | | | | |
| Personnel | | | | |
| | F/T Salaries | 33,707 | 75,669 | 85,452 |
| | P/T Wages | 95,500 | 136,608 | 130,141 |
| | Overtime | 856 | 1,784 | 1,873 |
| | Special Pay | 881 | 327 | 200 |
| | Payroll Taxes | 13,212 | 16,401 | 16,651 |
| | 401 A Benefit | - | - | - |
| | Medical/Dental/Life Insurance | 11,171 | 30,377 | 30,792 |
| | Sub-Total: | 155,327 | 261,166 | 265,109 |
| Professional Expenses | | | | |
| | Professional Fees | 369 | 2,021 | - |
| | Software/IT Support | 7,424 | 4,574 | 2,000 |
| | Sub-Total: | 7,793 | 6,595 | 2,000 |

FY24 Proposed Budget

Dept.

Sub-Department

Category

Description

**FY22
Actual**

**FY23
Adopted
Budget**

**FY24
Adopted
Budget**

Supplies

| | | | |
|--------------------|---------------|---------------|---------------|
| Operating Supplies | 2,372 | 3,256 | 3,945 |
| Cleaning Supplies | 3,187 | 5,122 | 5,125 |
| Beverage Supplies | 1,877 | 1,896 | 2,385 |
| Paper Supplies | 7,900 | 9,074 | 8,115 |
| Fuel | - | 89 | - |
| Sub-Total: | 15,336 | 19,437 | 19,570 |

Other General & Administrative Expenses

| | | | |
|--------------------------------|---------------|---------------|---------------|
| Employee Recruitment & Testing | 3,191 | 642 | 800 |
| Travel & Training | 150 | 1,981 | 2,105 |
| Telephone, Internet, Cable | 5,365 | 4,410 | 4,686 |
| Utilities/Electricity | 2,121 | 2,600 | 7,272 |
| Utilities/Propane | 2,696 | 3,709 | 3,101 |
| Utilities/Water | 1,477 | 1,980 | 1,521 |
| Utilities/Solid Waste-Gar/Rec | 2,090 | 1,270 | 1,391 |
| Equipment Leasing | 4,241 | 4,393 | 4,393 |
| Uniform Leasing | 3,588 | 3,788 | 3,790 |
| Workers Comp. Insurance | 1,990 | 1,875 | 3,096 |
| Advertising | 135 | 1,660 | 590 |
| Licenses, permits, lien fees | 1,408 | 1,026 | 1,123 |
| Dues & Subscriptions | 1,383 | 2,146 | 2,350 |
| Sub-Total: | 29,835 | 31,480 | 36,218 |

Maintenance & Repairs

| | | | |
|-------------------|---------------|---------------|--------------|
| R & M - Misc. | - | 489 | 525 |
| R & M Buildings | 1,382 | 2,477 | 2,235 |
| R & M Equipment | 11,032 | 8,994 | 6,495 |
| Sub-Total: | 12,414 | 11,960 | 9,255 |

Operations

| | | | |
|------------------------|----------------|----------------|----------------|
| Food Cost of Sales | 54,574 | 119,592 | 134,135 |
| Beverage Cost of Sales | 84,826 | 101,916 | 104,975 |
| Soft Drink & CO2 | 12,673 | 14,754 | 14,740 |
| Sub-Total: | 152,073 | 236,262 | 253,850 |

FY24 Proposed Budget

| Dept. | | | | |
|----------------|--|-----------------|----------------|-----------------|
| Sub-Department | | | FY23 | FY24 |
| Category | | FY22 | Adopted | Adopted |
| Description | | Actual | Budget | Budget |
| Miscellaneous | | | | |
| | Cash Over/Short | 11 | - | - |
| | Sub-Total: | 11 | - | - |
| | Total Expenditures: | 372,789 | 566,900 | 586,002 |
| | Total Revenues over Expenditures: | (34,646) | (3,146) | (54,942) |

FY24 Proposed Budget

| Dept. | | | | |
|-----------------------|------------------------------|----------------|----------------|----------------|
| Sub-Department | | | FY23 | FY24 |
| Category | | FY22 | Revised | Proposed |
| Description | | Actual | Budget | Budget |
| Revenues | | | | |
| Food & Beverage | | | | |
| Special Events | | | | |
| Charges for Services | | | | |
| | Beverage Sales | 183,047 | 193,568 | 198,410 |
| | Food Sales | 97,656 | 177,466 | 157,500 |
| | Sub-Total: | 280,703 | 371,034 | 355,910 |
| Other Income | | | | |
| | Merchandise Sales | 2,133 | 7,265 | 3,800 |
| | Miscellaneous Income General | 35,913 | 49,695 | 45,000 |
| | Sub-Total: | 38,046 | 56,960 | 48,800 |
| | Total Revenues: | 318,749 | 427,994 | 404,710 |
| Expenditures | | | | |
| Food & Beverage | | | | |
| Special Events | | | | |
| Personnel | | | | |
| | F/T Salaries | 16,677 | 35,052 | 87,014 |
| | P/T Wages | 52,531 | 92,130 | 74,454 |
| | Overtime | 1,292 | 1,488 | 1,562 |
| | Payroll Taxes | 5,717 | 9,843 | 12,472 |
| | Sub-Total: | 76,217 | 138,513 | 175,502 |
| Professional Expenses | | | | |
| | Professional Fees | - | 1,347 | 1,475 |
| | Software/IT Support | 4,840 | - | - |
| | Sub-Total: | 4,840 | 1,347 | 1,475 |
| Supplies | | | | |
| | Operating Supplies | 7,862 | 7,663 | 7,700 |
| | Cleaning Supplies | 79 | 530 | 530 |
| | Beverage Supplies | 91 | 1,507 | 1,615 |
| | Paper Supplies | 1,013 | 2,079 | 1,565 |
| | Fuel | - | - | 100 |
| | Sub-Total: | 9,045 | 11,779 | 11,510 |

FY24 Proposed Budget

| Dept. Sub-Department Category Description | FY22 Actual | FY23 Revised Budget | FY24 Proposed Budget |
|--|----------------|---------------------------|----------------------------|
| Other General & Administrative Expenses | | | |
| Employee Recruitment & Testing | 342 | 162 | 800 |
| Travel and Training | - | 316 | 290 |
| Telephone, Internet, Cable | - | - | - |
| Utilities/Propane | 3,030 | 3,838 | 3,485 |
| Utilities/Solid Waste-Gar/Rec | 980 | 1,945 | 2,130 |
| Equipment Leasing | - | 16,381 | 17,590 |
| Uniform Leasing | - | 1,756 | 1,865 |
| Workers Comp. Insurance | 1,395 | 1,725 | 2,868 |
| Advertising | 1,043 | 2,582 | 2,635 |
| Licenses, permits, lien fees | 378 | 1,669 | 1,705 |
| Dues & Subscriptions | 498 | 3,755 | 515 |
| Sub-Total: | 7,666 | 34,129 | 33,883 |
| Maintenance & Repairs | | | |
| R & M Buildings | - | 413 | 415 |
| R&M Equipment | 5,992 | 2,139 | 4,000 |
| Sub-Total: | 5,992 | 2,552 | 4,415 |
| Operations | | | |
| Music & Entertainment | 14,144 | 24,755 | 22,500 |
| Merchandise Cost of Sales | 2,299 | 5,775 | 5,775 |
| Food Cost of Sales | 55,414 | 78,085 | 97,610 |
| Beverage Cost of Sales | 64,172 | 67,749 | 71,135 |
| Soft Drink & CO2 | 621 | 2,944 | 3,000 |
| Sub-Total: | 136,650 | 179,308 | 200,020 |
| Miscellaneous | | | |
| Cash Over/Short | (5) | - | - |
| Sub-Total: | (5) | - | - |
| Total Expenditures: | 240,405 | 367,628 | 426,805 |
| Total Revenues over Expenditures: | 78,344 | 60,366 | (22,095) |

Golf - Pro Shop

BBRD Golf Course is comprised of an executive par 60 golf course, a Pro Shop, and a cart barn. The facility functions as the premier amenity of Barefoot Bay Recreation District. The membership of the course is primarily comprised of residents with a small number of non-resident members. Greens fee play (fee for play) supplements membership play throughout the year. Merchandise sales are available to all residents, guests, and non-resident golfers. Lessons and club repair are conducted by PGA professionals who also develop, operate, and oversee tournaments and other special events.

FY24 Proposed Budget

| Dept. | | | | |
|-------------------------------|--|----------------|----------------|----------------|
| Sub-Department | | | FY23 | FY24 |
| Category | | FY22 | Adopted | Proposed |
| Description | | Actual | Budget | Budget |
| Revenues | | | | |
| Golf - Pro Shop | | | | |
| Charges for Services | | | | |
| Golf Memberships | | 265,876 | 262,834 | 292,804 |
| Non Resident Golf User Fee | | - | - | - |
| Fleet Golf Cart Rentals | | 90,243 | 84,127 | 98,193 |
| Private Golf Cart Fees | | 99,306 | 97,013 | 112,648 |
| Handicap Fees | | 9,276 | 8,350 | 9,875 |
| Golf Club Storage | | 55 | - | 375 |
| Practice Range | | 1,830 | 1,659 | 2,216 |
| Greens Fees | | 144,723 | 136,421 | 139,288 |
| Golf Rental Equipment | | 3,411 | 2,379 | 3,294 |
| Sub-Total: | | 614,720 | 592,783 | 658,693 |
| Other Income | | | | |
| State Grant - Recreation | | - | - | - |
| Merchandise Sales | | 67,377 | 67,459 | 67,459 |
| Donations | | 2,921 | - | - |
| Youth Group Income | | - | 3,500 | 3,500 |
| Miscellaneous Income General | | 1,808 | 1,574 | 1,574 |
| Sub-Total: | | 72,106 | 72,533 | 72,533 |
| Total Revenues: | | 686,826 | 665,316 | 731,226 |
| Expenditures | | | | |
| Golf - Pro Shop | | | | |
| Personnel Expenses | | | | |
| F/T Salaries | | 154,079 | 152,121 | 155,537 |
| P/T Wages | | 66,654 | 95,690 | 103,173 |
| Overtime | | 1,074 | 1,089 | 1,143 |
| Special Pay | | - | - | - |
| Payroll Taxes | | 16,606 | 19,046 | 19,879 |
| 401 A Benefit | | 4,561 | 4,564 | 4,792 |
| Medical/Dental/Life Insurance | | 13,508 | 15,281 | 15,462 |
| Sub-Total: | | 256,482 | 287,791 | 299,986 |

FY24 Proposed Budget

| Dept. | | | | |
|----------------------------------|--|---------|---------|----------|
| Sub-Department | | | FY23 | FY24 |
| Category | | FY22 | Adopted | Proposed |
| Description | | Actual | Budget | Budget |
| Professional Expenses | | | | |
| Software/ IT Support | | 9,995 | 8,484 | 8,224 |
| Sub-Total: | | 9,995 | 8,484 | 8,224 |
| Supplies | | | | |
| Operating Supplies | | 7,328 | 14,032 | 19,550 |
| Sub-Total: | | 7,328 | 14,032 | 19,550 |
| Other Gen. & Admin. Expenses | | | | |
| Employee Recruitment & Testing | | 1,355 | 589 | 600 |
| Travel and Training | | 45 | 2,500 | 2,500 |
| Telephone, Internet, Cable | | 4,154 | 5,000 | 5,313 |
| Utilities/Electricity | | 21,317 | 21,735 | 21,956 |
| Utilities/Water | | 7,623 | 9,763 | 7,549 |
| Utilities/Solid Waste - Gar/Rec. | | 8,642 | 7,350 | 8,048 |
| Equipment Leasing | | 31,183 | 30,983 | 34,031 |
| Workers Comp. Insurance | | 906 | 1,042 | 1,679 |
| Advertising | | 1,800 | 4,025 | 4,025 |
| Employee Clothing Allowance | | 1,173 | 695 | 1,275 |
| Dues and Subscriptions | | 8,682 | 9,050 | 8,780 |
| Sub-Total: | | 86,880 | 92,732 | 95,756 |
| Maint. & Repairs | | | | |
| Golf Course Maintenance | | 459,887 | 484,586 | 514,734 |
| R & M Buildings | | 977 | 7,435 | 10,000 |
| R & M Grounds | | 24,267 | 59,758 | 55,975 |
| R & M Equipment | | 44,662 | 7,985 | 13,975 |
| Sub-Total: | | 529,793 | 559,764 | 594,684 |
| Operations | | | | |
| Merchandise Cost of Sales | | 38,884 | 47,821 | 47,821 |
| Sub-Total: | | 38,884 | 47,821 | 47,821 |
| Miscellaneous | | | | |
| Debt Service Principal | | 1,794 | 1,876 | 483 |
| Debt Service Interest | | 150 | - | 4 |
| Sub-Total: | | 1,944 | 1,876 | 487 |

FY24 Proposed Budget

| Dept. | | | |
|--|------------------|------------------|------------------|
| Sub-Department | | FY23 | FY24 |
| Category | FY22 | Adopted | Proposed |
| Description | Actual | Budget | Budget |
| Capital Outlay | | | |
| Capital Outlay | 66,184 | - | 150,000 |
| Sub-Total: | 66,184 | - | 150,000 |
| Total Expenditures: | 997,490 | 1,012,500 | 1,216,508 |
| Total Revenues over Expenditures: | (310,664) | (347,184) | (485,282) |

Property Services

Property Services is responsible for the beautification and continued maintenance of BBRD's facilities, grounds, and recreational areas. The department is comprised of the following sub-departments:

- Buildings maintain the appearance of all BBRD buildings, both structurally and aesthetically.
- Grounds provide landscaping and maintenance services to all recreation areas, as well as the parks, lakes, islands, and medians. Grounds also utilizes funding and equipment from storm water for the maintenance of BBRD canals.
- Custodial provides janitorial services to all buildings and prepares assembly rooms for use by the BOT, committees, clubs, residents, and the public for the various activities that are held in the meeting rooms as scheduled by the BBRD Calendar Coordinator.
- Pools provide the upkeep, safety, and cleanliness of BBRD's 3 pools. Pool technicians are licensed through the National Swimming Pool Foundation. Pool Hosts staff the pools during operating hours to check badges and ensure safety.
- Recreation provides funding for the operations, repair, and maintenance of outdoor recreational amenities. Additionally, the Building A parking lot courtesy golf cart operations and resident sponsored events (i.e., Memorial Day parade, Veterans Day ceremony, Christmas parade, etc.) are funded here.

FY24 Proposed Budget

| Dept. | | | | |
|-----------------------------|-------------------------------|----------------|----------------|----------------|
| | Sub-Department | | FY23 | FY24 |
| | Category | FY22 | Adopted | Proposed |
| | | Actual | Budget | Budget |
| Revenues | | | | |
| Property Services (roll-up) | | | | |
| Charges for Services | | | | |
| | Recreation Fees | 559,781 | 597,000 | 478,800 |
| | Badge & Additional SMF | 38,544 | 32,550 | 151,072 |
| | Sub-Total: | 598,325 | 629,550 | 629,872 |
| Other Income | | | | |
| | Donations | 1,865 | - | - |
| | Sub-Total: | 1,865 | - | - |
| | Total Revenues: | 600,190 | 629,550 | 629,872 |
| Expenditures | | | | |
| Property Services (roll-up) | | | | |
| Personnel Expenses | | | | |
| | F/T Salaries | 476,420 | 528,994 | 605,966 |
| | P/T Wages | 419,630 | 488,294 | 488,683 |
| | Overtime | 20,769 | 12,063 | 12,661 |
| | Special Pay | 14,313 | 10,177 | 11,150 |
| | Payroll Taxes | 70,999 | 79,525 | 85,563 |
| | 401 A Benefit | 4,630 | 4,710 | 4,946 |
| | Medical/Dental/Life Insurance | 145,001 | 192,590 | 199,535 |
| | Sub-Total: | 1,151,762 | 1,316,353 | 1,408,504 |
| Professional Expenses | | | | |
| | Professional Fees | 77 | 6,000 | 6,000 |
| | Software/ IT Support | 17,197 | 11,465 | 11,857 |
| | Sub-Total: | 17,274 | 17,465 | 17,857 |
| Supplies | | | | |
| | Operating Supplies | 21,176 | 16,866 | 18,120 |
| | Cleaning Supplies | 32,079 | 25,999 | 29,500 |
| | Chlorine | 22,714 | 34,323 | 34,325 |
| | Chemicals | 886 | 3,048 | 3,800 |
| | Small Tools & Hardware | 9,025 | 10,242 | 10,400 |
| | Fuel | 18,523 | 23,540 | 26,685 |
| | Sub-Total: | 104,403 | 114,018 | 122,830 |

FY24 Proposed Budget

| Dept. | | | | |
|------------------------------|-------------------------------------|---------|---------|----------|
| | Sub-Department | FY22 | FY23 | FY24 |
| | Category | Actual | Adopted | Proposed |
| | | | Budget | Budget |
| Other Gen. & Admin. Expenses | | | | |
| | Employee Recruitment & Testing | 3,880 | 2,246 | 2,200 |
| | Travel and Training | 1,707 | 3,738 | 5,440 |
| | Telephone, Internet, Cable | 10,452 | 10,345 | 10,992 |
| | Utilities/Electricity | 62,447 | 57,369 | 64,321 |
| | Utilities/Water | 37,037 | 38,580 | 38,575 |
| | Utilities/Propane | 23,552 | 38,500 | 27,567 |
| | Utilities/Solid Waste - Garb/Rec. | 21,825 | 20,062 | 21,968 |
| | Utilities/Portable Toilets | 9,238 | 4,201 | 9,588 |
| | Equipment Leasing | 16,009 | 9,705 | 18,000 |
| | Resident Activities | 19,670 | 21,464 | 22,000 |
| | Workers Comp. Insurance | 15,034 | 15,475 | 25,232 |
| | Advertising | - | 500 | 500 |
| | Licenses, Permits, Lien Fees | 1,170 | 2,000 | 2,070 |
| | Employee Clothing Allowance | 2,812 | 6,177 | 6,330 |
| | Dues and Subscriptions | 272 | 524 | 524 |
| | Sub-Total: | 225,105 | 230,886 | 255,307 |
| | | | | |
| Maint. & Repairs | | | | |
| | R & M - Misc. | 17,220 | 29,353 | 31,100 |
| | R & M Buildings | 59,809 | 60,185 | 60,185 |
| | R & M Grounds | 99,005 | 68,572 | 73,414 |
| | R & M Equipment | 61,717 | 39,708 | 42,206 |
| | R & M Pools | 21,315 | 19,320 | 20,000 |
| | Vehicle Maintenance | 927 | 3,095 | 3,095 |
| | Sub-Total: | 259,993 | 220,233 | 230,000 |
| | | | | |
| Operations | | | | |
| | Music & Entertainment - Lounge | 73,300 | 65,875 | 75,970 |
| | Music & Entertainment - 19th Hole | 4,500 | 4,800 | 9,600 |
| | Music & Entertain. - Special Events | 38,161 | 42,317 | 42,400 |
| | Sub-Total: | 115,961 | 112,992 | 127,970 |

FY24 Proposed Budget

| Dept. | | | FY23 | FY24 |
|-------|-----------------------------------|-------------|-------------|-------------|
| | Sub-Department | | Adopted | Proposed |
| | Category | FY22 | Budget | Budget |
| | | Actual | | |
| | Capital Outlay | | | |
| | Capital Outlay | - | - | - |
| | Sub-Total: | - | - | - |
| | Total Expenditures: | 1,874,498 | 2,011,947 | 2,162,468 |
| | Total Revenues over Expenditures: | (1,274,308) | (1,382,397) | (1,532,596) |

FY24 Proposed Budget

| Dept. | | | FY23 | FY24 |
|-----------------------|-------------------------------|---------|---------|----------|
| Sub-Department | | FY22 | Adopted | Proposed |
| Category | | Actual | Budget | Budget |
| Expenditures | | | | |
| Property Services | | | | |
| Buildings | | | | |
| Personnel Expenses | | | | |
| | F/T Salaries | 278,199 | 280,410 | 294,850 |
| | P/T Wages | 18,114 | 16,494 | - |
| | Overtime | 13,110 | 9,563 | 10,041 |
| | Special Pay | 2,275 | 500 | 600 |
| | Payroll Taxes | 23,011 | 23,596 | 23,370 |
| | 401 A Benefit | 4,630 | 3,659 | 3,842 |
| | Medical/Dental/Life Insurance | 101,281 | 116,601 | 122,992 |
| | Sub-Total: | 440,620 | 450,823 | 455,695 |
| Professional Expenses | | | | |
| | Professional Fees | 77 | - | - |
| | Software/ IT Support | 9,833 | 9,465 | 9,857 |
| | Sub-Total: | 9,910 | 9,465 | 9,857 |
| Supplies | | | | |
| | Operating Supplies | 9,003 | 5,625 | 6,500 |
| | Chemicals | 717 | 250 | 500 |
| | Small Tools & Hardware | 8,721 | 9,702 | 9,700 |
| | Fuel | 14,129 | 15,123 | 17,000 |
| | Sub-Total: | 32,570 | 30,700 | 33,700 |

FY24 Proposed Budget

| Dept. | | | | |
|-------|--|------------------|------------------|------------------|
| | Sub-Department | FY22 | FY23 | FY24 |
| | Category | Actual | Adopted Budget | Proposed Budget |
| | Other Gen. & Admin. Expenses | | | |
| | Employee Recruitment & Testing | 181 | 200 | 200 |
| | Travel and Training | 737 | 2,625 | 3,625 |
| | Telephone, Internet, Cable | 4,272 | 3,892 | 4,135 |
| | Utilities/Electricity | 22,597 | 15,605 | 23,275 |
| | Utilities/Water | 6,902 | 8,225 | 7,052 |
| | Utilities/Solid Waste - Garb/Rec. | 10,930 | 13,335 | 14,602 |
| | Equipment Leasing | 151 | 2,641 | 2,000 |
| | Workers Comp. Insurance | 5,652 | 6,500 | 10,300 |
| | Licenses, Permits, Lien Fees | 120 | 700 | 770 |
| | Employee Clothing Allowance | 1,264 | 1,575 | 1,575 |
| | Dues and Subscriptions | 272 | 524 | 524 |
| | Sub-Total: | 53,078 | 55,822 | 68,058 |
| | Maint. & Repairs | | | |
| | R & M - Misc. | 17,220 | 29,353 | 31,100 |
| | R & M Buildings | 56,819 | 60,185 | 60,185 |
| | R & M Equipment | 11,503 | 12,981 | 12,981 |
| | Vehicle Maintenance | 927 | 3,095 | 3,095 |
| | Sub-Total: | 86,469 | 105,614 | 107,361 |
| | Capital Outlay | | | |
| | Capital Outlay | - | - | - |
| | Sub-Total: | - | - | - |
| | Total Expenditures: | 622,647 | 652,424 | 674,671 |
| | Total Revenues over Expenditures: | (622,647) | (652,424) | (674,671) |

FY24 Proposed Budget

| Dept. | | | FY23 | FY24 |
|-----------------------|-------------------------------|--------------|----------|----------|
| Sub-Department | | FY22 | Adopted | Proposed |
| Category | | Actual | Budget | Budget |
| Revenues | | | | |
| Property Services | | | | |
| Grounds | | | | |
| Other Income | | | | |
| | Donations | 1,088 | - | - |
| | Sub-Total: | 1,088 | - | - |
| | Total Revenues: | 1,088 | - | - |
| Expenditures | | | | |
| Property Services | | | | |
| Grounds | | | | |
| Personnel Expenses | | | | |
| | F/T Salaries | 74,021 | 76,589 | 86,934 |
| | P/T Wages | 8,649 | 23,899 | 23,462 |
| | Overtime | 12 | 100 | 100 |
| | Payroll Taxes | 6,171 | 7,695 | 8,453 |
| | Medical/Dental/Life Insurance | 13,521 | 15,235 | 15,418 |
| | Sub-Total: | 102,374 | 123,518 | 134,367 |
| Professional Expenses | | | | |
| | Professional Fees | - | 6,000 | 6,000 |
| | Sub-Total: | - | 6,000 | 6,000 |
| Supplies | | | | |
| | Operating Supplies | 167 | 501 | 500 |
| | Chemicals | 169 | 2,798 | 3,300 |
| | Small Tools & Hardware | 7 | 315 | 200 |
| | Fuel | 4,394 | 5,197 | 5,980 |
| | Sub-Total: | 4,737 | 8,811 | 9,980 |

FY24 Proposed Budget

| Dept. | | | FY23 | FY24 |
|-------|--|------------------|------------------|------------------|
| | Sub-Department | FY22 | Adopted | Proposed |
| | Category | Actual | Budget | Budget |
| | Other Gen. & Admin. Expenses | | | |
| | Employee Recruitment & Testing | - | 200 | 200 |
| | Utilities/Water | 2,673 | 3,003 | 2,729 |
| | Utilities/Solid Waste - Garb/Rec. | 7,390 | 5,309 | 5,813 |
| | Equipment Leasing | 5,559 | 4,336 | 6,000 |
| | Workers Comp. Insurance | 2,281 | 2,623 | 4,167 |
| | Licenses, Permits, Lien Fees | - | 250 | 250 |
| | Employee Clothing Allowance | - | 700 | 700 |
| | Sub-Total: | 17,903 | 16,421 | 19,859 |
| | Maint. & Repairs | | | |
| | R & M Grounds | 53,985 | 24,413 | 30,000 |
| | R & M Equipment | 15,279 | 11,371 | 13,500 |
| | Sub-Total: | 69,264 | 35,784 | 43,500 |
| | Total Expenditures: | 194,278 | 190,534 | 213,706 |
| | Total Revenues over Expenditures: | (194,278) | (190,534) | (213,706) |

FY24 Proposed Budget

| Dept. | | | FY23 | FY24 |
|------------------------------|--------------------------------|---------|---------|----------|
| Sub-Department | | FY22 | Adopted | Proposed |
| Category | | Actual | Budget | Budget |
| Expenditures | | | | |
| Property Services | | | | |
| Custodial | | | | |
| Personnel Expenses | | | | |
| | F/T Salaries | 42,826 | 75,956 | 122,460 |
| | P/T Wages | 168,067 | 157,082 | 153,138 |
| | Overtime | 5,329 | 1,500 | 1,575 |
| | Special Pay | 1,525 | 500 | 500 |
| | Payroll Taxes | 16,804 | 17,868 | 21,242 |
| | 401 A Benefit | - | 1,051 | 1,104 |
| | Medical/Dental/Life Insurance | 3,223 | 30,377 | 30,377 |
| | Sub-Total: | 237,774 | 284,334 | 330,396 |
| Professional Expenses | | | | |
| | Software/ IT Support | 2,951 | 2,000 | 2,000 |
| | Sub-Total: | 2,951 | 2,000 | 2,000 |
| Supplies | | | | |
| | Operating Supplies | 1,163 | 2,125 | 1,500 |
| | Cleaning Supplies | 32,079 | 25,999 | 29,500 |
| | Small Tools & Hardware | 297 | 225 | 500 |
| | Fuel | - | 3,220 | 3,705 |
| | Sub-Total: | 33,539 | 31,569 | 35,205 |
| Other Gen. & Admin. Expenses | | | | |
| | Employee Recruitment & Testing | 2,255 | 1,015 | 1,000 |
| | Travel and Training | 45 | - | 700 |
| | Telephone, Internet, Cable | 1,846 | 1,855 | 1,971 |
| | Workers Comp. Insurance | 4,877 | 3,042 | 4,992 |
| | Employee Clothing Allowance | 650 | 2,002 | 2,005 |
| | Sub-Total: | 9,673 | 7,914 | 10,668 |

FY24 Proposed Budget

| Dept. | | | FY23 | FY24 |
|------------------|--|------------------|------------------|------------------|
| Sub-Department | | FY22 | Adopted | Proposed |
| Category | | Actual | Budget | Budget |
| Maint. & Repairs | | | | |
| | R & M Equipment | 1,242 | 1,435 | 1,800 |
| | Sub-Total: | 1,242 | 1,435 | 1,800 |
| | Total Expenditures: | 285,179 | 327,252 | 380,069 |
| | Total Revenues over Expenditures: | (285,179) | (327,252) | (380,069) |

FY24 Proposed Budget

| Dept. | | | FY23 | FY24 |
|------------------------------|--------------------------------|---------|---------|----------|
| Sub-Department | | FY22 | Adopted | Proposed |
| Category | | Actual | Budget | Budget |
| Expenditures | | | | |
| Property Services | | | | |
| Pools | | | | |
| Personnel Expenses | | | | |
| | F/T Salaries | 81,374 | 96,039 | 101,722 |
| | P/T Wages | 208,543 | 250,779 | 256,443 |
| | Overtime | 2,318 | 900 | 945 |
| | Special Pay | 10,513 | 9,177 | 10,050 |
| | Payroll Taxes | 23,048 | 27,303 | 28,241 |
| | Medical/Dental/Life Insurance | 26,976 | 30,377 | 30,748 |
| | Sub-Total: | 352,772 | 414,575 | 428,149 |
| Professional Expenses | | | | |
| | Professional Fees | - | - | - |
| | Software/ IT Support | 1,471 | - | - |
| | Sub-Total: | 1,471 | - | - |
| Supplies | | | | |
| | Operating Supplies | 8,889 | 7,618 | 7,620 |
| | Chlorine | 22,714 | 34,323 | 34,325 |
| | Sub-Total: | 31,603 | 41,941 | 41,945 |
| Other Gen. & Admin. Expenses | | | | |
| | Employee Recruitment & Testing | 1,083 | 650 | 600 |
| | Travel and Training | 925 | 1,113 | 1,115 |
| | Telephone, Internet, Cable | 2,579 | 2,795 | 2,970 |
| | Utilities/Electricity | 25,437 | 31,680 | 26,200 |
| | Utilities/Propane | 23,552 | 38,060 | 27,085 |
| | Utilities/Water | 23,237 | 21,456 | 24,307 |
| | Workers Comp. Insurance | 2,140 | 3,149 | 5,171 |
| | Licenses, Permits, Lien Fees | 1,050 | 1,050 | 1,050 |
| | Employee Clothing Allowance | 898 | 1,900 | 1,900 |
| | Sub-Total: | 80,901 | 101,853 | 90,398 |

FY24 Proposed Budget

| Dept. | | | FY23 | FY24 |
|------------------|--|------------------|------------------|------------------|
| Sub-Department | | FY22 | Adopted | Proposed |
| Category | | Actual | Budget | Budget |
| Maint. & Repairs | | | | |
| | R & M Equipment | 16,222 | 6,012 | 6,015 |
| | R & M Pools | 21,315 | 19,320 | 20,000 |
| | Sub-Total: | 37,537 | 25,332 | 26,015 |
| | Total Expenditures: | 504,284 | 583,701 | 586,507 |
| | Total Revenues over Expenditures: | (504,284) | (583,701) | (586,507) |

FY24 Proposed Budget

| Dept. | | | | |
|-----------------------|------------------------|----------------|----------------|----------------|
| | Sub-Department | | FY23 | FY24 |
| | Category | FY22 | Adopted | Proposed |
| | | Actual | Budget | Budget |
| Revenues | | | | |
| Property Services | | | | |
| Recreation | | | | |
| Charges for Services | | | | |
| | Recreation Fees | 559,781 | 597,000 | 478,800 |
| | Badge & Additional SMF | 38,544 | 32,550 | 151,072 |
| | Donations | 777 | - | - |
| | Sub-Total: | 599,102 | 629,550 | 629,872 |
| | Total Revenues: | 599,102 | 629,550 | 629,872 |
| Expenditures | | | | |
| Property Services | | | | |
| Recreation | | | | |
| Personnel Expenses | | | | |
| | P/T Wages | 16,257 | 40,040 | 55,640 |
| | Payroll Taxes | 1,965 | 3,063 | 4,257 |
| | Sub-Total: | 18,222 | 43,103 | 59,897 |
| Professional Expenses | | | | |
| | Professional Fees | - | - | - |
| | Software/ IT Support | 2,942 | - | - |
| | Sub-Total: | 2,942 | - | - |
| Supplies | | | | |
| | Operating Supplies | 1,954 | 997 | 2,000 |
| | Sub-Total: | 1,954 | 997 | 2,000 |

FY24 Proposed Budget

| Dept. | | | | |
|------------------------------|--|----------------|----------------|-----------------|
| | Sub-Department | FY22 | FY23 | FY24 |
| | Category | Actual | Adopted Budget | Proposed Budget |
| Other Gen. & Admin. Expenses | | | | |
| | Employee Recruitment & Testing | 361 | 181 | 200 |
| | Travel and Training | - | - | - |
| | Telephone, Internet, Cable | 1,755 | 1,803 | 1,916 |
| | Utilities/Electricity | 14,413 | 10,084 | 14,846 |
| | Utilities/Propane | - | 440 | 482 |
| | Utilities/Water | 4,225 | 5,896 | 4,487 |
| | Utilities/Solid Waste - Garb/Rec. | 3,505 | 1,418 | 1,553 |
| | Utilities/Portable Toilets | 9,238 | 4,201 | 9,588 |
| | Equipment Leasing | 10,299 | 2,728 | 10,000 |
| | Resident Activities | 19,670 | 21,464 | 22,000 |
| | Workers Comp. Insurance | 84 | 161 | 602 |
| | Advertising | - | 500 | 500 |
| | Employee Clothing Allowance | - | - | 150 |
| | Sub-Total: | 63,550 | 48,876 | 66,324 |
| Maint. & Repairs | | | | |
| | R & M Buildings | 2,990 | - | - |
| | R & M Grounds | 45,020 | 44,159 | 43,414 |
| | R & M Equipment | 17,471 | 7,909 | 7,910 |
| | Sub-Total: | 65,481 | 52,068 | 51,324 |
| Operations | | | | |
| | Music & Entertainment - Lounge | 73,300 | 65,875 | 75,970 |
| | Music & Entertain. - 19th Hole | 4,500 | 4,800 | 9,600 |
| | Music & Entertain. - Special Events | 38,161 | 42,317 | 42,400 |
| | Sub-Total: | 115,961 | 112,992 | 127,970 |
| | Total Expenditures: | 268,110 | 258,036 | 307,515 |
| | Total Revenues over Expenditures: | 330,992 | 371,514 | 322,357 |

Vehicle Storage

Vehicle storage and kayak storage is managed by Resident Relations and operated by Customer Service. There are three locations: Barefoot Bay pier for Kayak storage, consisting of 25 spaces; the west lot for RV, boats, and small trailers storage, consisting of 98 spaces; and the Micco lot for RV, boats, and small trailers storage, consisting of 273 spaces. The vacancy rate for kayak storage varies during the year from 0% to 35%, while the storage lots are always at capacity with a waiting list of 10-20 homeowners. The storage lots include security cameras and residents renting a space are issued electronic swipe cards to access these fenced in facilities.

FY24 Proposed Budget

| Dept. | | | | |
|--|----------------|---------------------------|----------------------------|--|
| Sub-Department | | | | |
| Category | | | | |
| Description | FY22 Actual | FY23 Adopted Budget | FY24 Proposed Budget | |
| Revenues | | | | |
| Vehicle Storage | | | | |
| Rents & Royalties | | | | |
| Vehicle Storage Income | 182,961 | 205,296 | 244,608 | |
| Kayak Storage Income | 2,618 | 1,548 | 2,340 | |
| Sub-Total: | 185,579 | 206,844 | 246,948 | |
| Other Income | | | | |
| Delinquent Fee Collections | 500 | 146 | 150 | |
| Sub-Total: | 500 | 146 | 150 | |
| Total Revenues: | 186,079 | 206,990 | 247,098 | |
| Expenditures | | | | |
| Vehicle Storage | | | | |
| Supplies | | | | |
| Operating supplies | 1,212 | 184 | 184 | |
| Sub-Total: | 1,212 | 184 | 184 | |
| Other Gen. & Admin. Expenses | | | | |
| Telephone, Internet, Cable | 1,285 | - | 1,300 | |
| Utilities/Electricity | 9,021 | 8,668 | 9,291 | |
| Utilities/Water | 2,139 | 1,810 | 2,234 | |
| Access System Service Fee | 445 | 5,974 | 3,088 | |
| Sub-Total: | 12,890 | 16,452 | 15,913 | |
| Maint. & Repairs | | | | |
| R & M Equipment | 1,250 | 1,125 | 2,500 | |
| Sub-Total: | 1,250 | 1,125 | 2,500 | |
| Capital Outlay | | | | |
| Capital Outlay | 14,790 | - | - | |
| Sub-Total: | 14,790 | - | - | |
| Total Expenditures: | 30,142 | 17,761 | 18,597 | |
| Total Revenues over Expenditures: | 155,937 | 189,229 | 228,501 | |

Shopping Center

The Barefoot Bay Recreation District (BBRD) owns a centrally located 17,655 square feet, 3 building Neighborhood Shopping Center consisting of 12 Units, which it uses to subsidize and supplement amenities offered to residents of the Bay. Two of the buildings were built in the mid to late 1970s, while the other building was built in the early 1990s. BBRD both rents space to retailers and it allows various clubs to occupy space at no charge, thereby often maintaining a fully occupied complex. The retail tenants mainly offer day to day needs to residents including groceries, convenience items, personal services, food services, and golf carts. The clubs, such as the Civic Volunteer Organization, the Brevard County Sheriff's Citizens Observer Patrol, and multiple veterans' groups, generally offer free or low-cost services to the residents of BBRD. The Shopping Center is jointly managed by the Finance Department and the Property Services Department.

FY24 Proposed Budget

| Dept. Sub-Department Category | FY22 Actual | FY23 Adopted Budget | FY24 Proposed Budget |
|-------------------------------------|----------------|---------------------------|----------------------------|
| Revenues | | | |
| Shopping Center | | | |
| Rents & Royalties | | | |
| Leasing Income | 98,591 | 106,532 | 107,342 |
| Common Area Maint Income | 17,562 | 18,951 | 21,816 |
| Real Estate Taxes Income | 12,752 | 13,882 | 15,370 |
| Sub-Total: | 128,905 | 139,365 | 144,528 |
| Other Income | | | |
| Delinquent Fee Collections | 25 | - | - |
| Sub-Total: | 25 | - | - |
| Total Revenues: | 128,930 | 139,365 | 144,528 |
| Expenditures | | | |
| Shopping Center | | | |
| Professional Expenses | | | |
| Professional Fees | 1,277 | 250 | 250 |
| Legal Fees | 2,414 | 2,700 | 2,700 |
| Software/IT Support | 938 | - | 250 |
| Sub-Total: | 4,629 | 2,950 | 3,200 |
| Other Gen. & Admin. Expenses | | | |
| Property taxes | 17,056 | 17,568 | 17,568 |
| Telephone, Internet, Cable | 1,967 | 2,040 | 2,168 |
| Utilities/Electricity | 2,710 | 2,104 | 2,585 |
| Utilities/Water | 1,368 | 2,035 | 1,410 |
| Utilities/Solid Waste - Garb./Rec. | 7,503 | 5,072 | 6,500 |
| CVO Utilities | 3,782 | 3,792 | 4,152 |
| Sub-Total: | 34,386 | 32,611 | 34,383 |
| Maint. & Repairs | | | |
| R & M Buildings | 10,169 | 8,284 | 10,148 |
| R & M Grounds | - | 1,200 | - |
| Sub-Total: | 10,169 | 9,484 | 10,148 |

FY24 Proposed Budget

| Dept. | | | | |
|----------------|--|---------------|----------------|-----------------|
| Sub-Department | | FY22 | FY23 | FY24 |
| Category | | Actual | Adopted Budget | Proposed Budget |
| Capital Outlay | | | | |
| | Capital Outlay | 5,215 | - | - |
| | Sub-Total: | 5,215 | - | - |
| | Total Expenditures: | 54,399 | 45,045 | 47,731 |
| | Total Revenues over Expenditures: | 74,531 | 94,320 | 96,797 |

Stormwater

Stormwater is rain that washes off driveways, parking lots, roads, yards, rooftops, and other hard surfaces. Stormwater picks up pollutants, such as nutrients from fertilizers and grass clippings, chemicals, bacteria, sediment, and trash, then washes these things into ditches and storm drains.

The larger portion of Stormwater is managed by BBRD's Property Services Department. Barefoot Bay Stormwater systems are comprised of multiple small lakes on BBRD general grounds and Golf course with interconnecting waterways moving excess storm runoff to the Brevard County waterways.

BBRD Golf course consists of six interconnected bodies of water and BBRD general grounds consists of three large bodies of water, the largest of which is located at 625 Barefoot Blvd. The second largest is located at the end of East Drive with the smallest being located at the end of Tequesta Drive. The canals run along the entirety of BBRD, starting on Barefoot Boulevard continuing down Waterway Drive and around Barefoot Circle, where it then all flows into Brevard County managed waterways at the end of Dottie Lane.

Barefoot Bay Recreation District's stormwater system is a hybrid system in that Brevard County maintains the piped drainage and parameter canals, while BBRD maintains the interior surface drainage, the piped drainage back of Tamarind Circle, and Pocatella Drive. The three weirs in BBRD (Building A lake, and two by the garden club area) are the responsibility of BBRD. The pipe under Dottie Lane belongs to Brevard County.

Funds are annually allocated to repair and maintain the surface and piped drainage of Barefoot Bay's canals and lakes. BBRD contracts a waterway management company to maintain the health of the canals by treating the weeds and testing the overall health of the water. Additional funds are used to keep the canal banks clean (mowing and tree removal) as well as reconstruction of failing banks. Some funds are also allocated to repair and maintain the bobcat and boom mower purchased for stormwater maintenance, as well as the fuel needed to operate.

FY24 Proposed Budget

| Dept. | | | | |
|--|--|-----------------|-----------------|-----------------|
| Sub-Department | | | FY23 | FY24 |
| Category | | FY22 | Adopted | Proposed |
| Description | | Actual | Budget | Budget |
| Expenditures | | | | |
| Stormwater | | | | |
| Professional Expenses | | | | |
| Professional Fees | | - | 525 | - |
| Sub-Total: | | - | 525 | - |
| Supplies | | | | |
| Fuel | | 300 | 450 | 500 |
| Sub-Total: | | 300 | 450 | 500 |
| Other Gen. & Admin. Expenses | | | | |
| Equipment Leasing | | - | 750 | 850 |
| Sub-Total: | | - | 750 | 850 |
| Maint. & Repairs | | | | |
| R & M Grounds | | 16,130 | 20,600 | 21,220 |
| R & M Equipment | | - | 300 | 350 |
| Sub-Total: | | 16,130 | 20,900 | 21,570 |
| Miscellaneous | | | | |
| Debt Service Principal | | - | - | - |
| Debt Service Interest | | - | - | - |
| Sub-Total: | | - | - | - |
| Total Expenditures: | | 16,430 | 22,625 | 22,920 |
| Total Revenues over Expenditures: | | (16,430) | (22,625) | (22,920) |

R&M/Capital Projects

The R&M/Capital Department is used for transparency purposes to list where most “projects” are budgeted and expensed. Occasionally, a significant R&M/capital project will be budgeted and expensed in a different department. Additionally, routine R&M projects (i.e., computer replacements, equipment repairs, etc.) are expensed within the respective departments’ R&M line-items. A brief description of each of this department’s current fiscal year projects, as well as planned future projects, may be found in the Five-Year Capital Improvement and Project Plan within this budget document. This department also accounts for the revenue from the sale of various fixed assets.

FY24 Proposed Budget

| Dept. | | | | |
|-----------------------------------|--|----------------|---------|----------|
| Sub-Department | | | FY23 | FY24 |
| Category | | FY22 | Adopted | Proposed |
| Description | | Actual | Budget | Budget |
| Revenues | | | | |
| R&M/Capital Projects | | | | |
| Other Income | | | | |
| Sale of Fixed Assets | | 88,400 | - | - |
| Insurance Proceeds | | 20,500 | - | - |
| Sub-Total: | | 108,900 | - | - |
| Total Revenues: | | 108,900 | - | - |
| Expenditures | | | | |
| R&M/Capital Projects | | | | |
| Professional Expenses | | | | |
| Professional Fees | | 1,900 | - | - |
| Sub-Total: | | 1,900 | - | - |
| Contingency | | | | |
| Contingency | | - | 100,000 | 120,000 |
| Reserves | | - | 400,410 | 14,946 |
| Sub-Total: | | - | 500,410 | 134,946 |
| Capital Outlay | | | | |
| Neighborhood Revitalize Program | | 47,612 | - | - |
| Replace Damaged Concrete | | | | |
| Sidewalks/Assembly Areas | | 60,606 | - | - |
| Comm. Center Electrical Repairs | | 14,672 | - | - |
| Beach projects, Ph. 3 (Restrooms) | | 32,910 | - | - |
| Bldg. A Renovations | | 65,737 | - | - |
| Shopping Center Roof | | | | |
| Replacement | | 6,800 | - | - |
| Golf Course Cart Barn Repairs | | 11,630 | - | - |
| Bldg. A Awning over "Terrace" | | | | |
| Opposite Lounge | | 3,833 | - | - |
| Bldg. D/E Restroom Upgrades | | 4,413 | - | - |
| Restroom Trailer by Pickle | | | | |
| Ball/Tennis Courts | | 31,965 | - | - |
| ADA Pool Lifts (3) | | 24,839 | - | - |
| Lounge Outside Bar | | 6,970 | - | - |

FY24 Proposed Budget

| Dept. | | | | |
|---|--|---------|---------|----------|
| Sub-Department | | | FY23 | FY24 |
| Category | | FY22 | Adopted | Proposed |
| Description | | Actual | Budget | Budget |
| Replace Sidewalks at D&E / 19th Hole | | 10,875 | - | - |
| Shopping Center Electrical Infrastructure Upgrades | | 128,820 | - | - |
| Bldg. A Interior Doors Replacement | | 2,392 | - | - |
| VGC Building HVAC Condensing Unit Replacement | | 5,350 | - | - |
| Shopping Ctr. (935) HVAC Ground Condensing Unit Replacement | | 4,755 | - | - |
| Shopping Ctr. (937 [CVO]) HVAC Roof Condensing Unit Replacement | | 7,560 | - | - |
| Shopping Ctr. (937) HVAC Roof Condensing Unit Replacement | | 6,325 | - | - |
| New Food & Beverage Point of Sales (POS) System | | 11,302 | - | - |
| Exterior Doors and Windows Replacement | | 67,510 | - | - |
| Water and Sewer Office HVAC Condensing Unit Replacement | | 5,350 | - | - |
| Replacement HD Utility Cart (2008) used by Softball Association | | 1,533 | - | - |
| Kitchen Trailer (replaces Pool #1 grill area) | | 70,887 | - | - |
| 19th Hole Kitchen renovation and walk in cooler/freezer: New Hood and Stove | | 315,609 | - | - |
| FY22 Golf Course Lake bank Restoration | | 237,277 | - | - |
| Tennis Court Resurfacing | | 61,423 | - | - |
| Bldg. A Retaining Wall Repairs | | 156,640 | - | - |
| Replacement Backhoe (used) | | - | 40,100 | - |
| Shopping Ctr. (937) Exterior Windows Replacement | | - | 30,000 | - |
| Portable 20kw Emergency Backup Generator | | - | 25,000 | - |

FY24 Proposed Budget

| Dept. | | | | |
|-------------------------------------|---|--------|---------|----------|
| Sub-Department | | | FY23 | FY24 |
| Category | | FY22 | Adopted | Proposed |
| Description | | Actual | Budget | Budget |
| Golf Course Maintenance Facility | | | | |
| (Green Building) Repairs | - | 16,600 | - | |
| Upgrade Golf Cart Parking Area | | | | |
| (Lounge) to Crushed Concrete | - | 13,400 | - | |
| Pool #2 Tech Closet Electrical | | | | |
| Panel Replacement | - | 10,120 | - | |
| Replacement P.S. Utility Cart | | | | |
| (2016) | - | 10,000 | - | |
| Replacement Courtesy Golf Cart | | | | |
| (2016) | - | 10,000 | - | |
| Pro Shop Cart Barn Electrical Panel | | | | |
| Replacement | - | 6,800 | - | |
| 19th Hole Ceiling Air Handling Unit | | | | |
| Replacement | - | 2,530 | - | |
| Softball Field Shed Replacement | | | 7,000 | - |
| Golf Course Enhancements and | | | | |
| Renovations (FRDAP) - Budget in | | | | |
| Golf Dept. | | | | - |
| Replacement shed and canopy - | | | | |
| pickle ball/tennis courts | | | | 59,500 |
| Softball Field tall outfield fence | | | | |
| extension and grandstands canopy | | | | |
| (FRDAP) | | | | 50,000 |
| Lightning Detector Warning | | | | |
| System | | | | 37,000 |
| Building A parking lot seal coat | | | | 35,000 |
| Veterans' Gathering Center/Water | | | | |
| and Sewer Office roof replacement | | | | |
| (w/ metal) | | | | 31,900 |
| Building A, C, and Lounge Camera | | | | |
| System | | | | 23,700 |
| Administration Building interior | | | | |
| repairs - floor and leaks | | | | 20,000 |
| Building A Bar Rebuild | | | | 20,000 |
| Lounge & 19th Hole Replacement | | | | |
| Stools, Chairs, and Tables | | | | 15,750 |

FY24 Proposed Budget

| Dept. | | | | |
|---|--|--------------------|------------------|------------------|
| Sub-Department | | | FY23 | FY24 |
| Category | | FY22 | Adopted | Proposed |
| Description | | Actual | Budget | Budget |
| Golf Pro Shop and 19th Hole Camera System | | | | 13,300 |
| Building D/E parking lot repair & seal coat | | | | 12,200 |
| Building A Chair Replacement | | | | 12,000 |
| Replacement canopies on west side of lounge | | | | 11,130 |
| Replacement Property Services utility cart (2018) | | | | 10,200 |
| Replacement Property Service utility cart (2018) | | | | 10,200 |
| Replacement damaged concrete | | | | 10,000 |
| Golf Course Pond Fountains | | | | 9,000 |
| Lounge Bar Renovation and New Large Ice Machine | | | | 8,000 |
| 19th Hole ground HVAC condensing unit replacement | | | | 5,720 |
| Lakeside Stage Electrical Improvements | | | | 5,000 |
| Building D/E New Portable Bar | | | | 4,000 |
| Wrapping 19th Hole Cooler | | | | 3,300 |
| Sub-Total: | | 1,405,595 | 171,550 | 406,900 |
| Total Expenditures: | | 1,407,495 | 671,960 | 541,846 |
| Total Revenues over Expenditures: | | (1,298,595) | (671,960) | (541,846) |

Five-Year Capital Improvement and Project Plan

The following pages list the funded projects per fiscal year in an easy-to-read format and a concise justification of each project. The reader should note the projects are listed in order of cost per year; and capital and non-capital projects are intermingled.

| Budget | FY24 Projects |
|----------------|---|
| 150,000 | Golf Course Enhancements (FRDAP) |
| 59,500 | Replacement shed and canopy - pickle ball/tennis courts |
| 50,000 | Softball Field tall outfield fence extension and grandstands canopy (FRDAP) |
| 37,000 | Lightning Detector Warning System |
| 35,000 | Building A parking lot seal coat |
| 31,900 | Veterans' Gathering Center/Water and Sewer Office roof replacement (w/ metal) |
| 23,700 | Building A, C, and Lounge Camera System |
| 20,000 | Administration Building interior repairs - floor and leaks |
| 20,000 | Building A Bar Rebuild |
| 15,750 | Lounge & 19th Hole Replacement Stools, Chairs, and Tables |
| 13,300 | Golf Pro Shop and 19th Hole Camera System |
| 12,200 | Building D/E parking lot repair & seal coat |
| 12,000 | Building A Chair Replacement |
| 11,130 | Replacement canopies on west side of lounge |
| 10,200 | Replacement Property Services utility cart (2018) |
| 10,200 | Replacement Property Services utility cart (2018) |
| 10,000 | Replacement damaged concrete |
| 9,000 | Golf Course Pond Fountains |
| 8,000 | Lounge Bar Renovation and New Large Ice Machine |
| 5,720 | 19th Hole ground HVAC condensing unit replacement |
| 5,000 | Lakeside Stage Electrical Improvements |
| 4,000 | Building D/E New Portable Bar |
| 3,300 | Wrapping 19th Hole Cooler |
| 556,900 | FY24 Sub-total |

FY24 Project Details

Golf Course Enhancements

FY24 \$150,000 funded FRDAP grant project to include either (1) reconstruction of two greens to USGA specs or (2) reconstruction of one green to USGA specs, reconstruction of the tee boxes, and additional outdoor seating and landscaping. This grant is 75% reimbursement/25% match.

Replacement of Shed and Canopy – Pickle Ball/Tennis Courts

FY24 \$59,500 funded project to replace the current structures.

Softball Field Enhancements

FY24 \$50,000 funded FRDAP grant project to install a tall outfield fence extension and a shade canopy over the grandstands. This grant is 100% reimbursement.

Golf Course & Pool #1 Lightning Detector Warning System

FY24 \$37,000 funded project. A reliable lighting detector and warning system will increase the safety of the residents and guests enjoying the outdoor amenities.

Building A Parking Lot Seal Coat

FY24 \$35,000 funded project to seal coat the Building A parking lot to extend its useful life.

Veterans Gathering Center (VGC)/Water and Sewer Office Roof Replacement (with Metal Roof)

FY24 \$31,900 funded project. This project was identified through the capital replacement program populated by the 2019 Facilities Dude assessment of BBRD buildings and major amenities and on-going repair and maintenance expenses.

Buildings A, C, and Lounge Camera System

FY24 \$23,700 funded project. Additional and replacement interior and exterior cameras and supporting infrastructure.

Administration Building Repairs

FY24 \$20,000 funded project to replace original laminate flooring that has become unaffixed to the surface and prevent ongoing water intrusion.

Building A Bar Renovation / Rebuild

FY24 \$20,000 funded project. A renovation of the bar (\$10,000) consists of taking out old cabinets, installing lower storage cabinets or lockable multi-tiered liquor cabinets, installing shelving, fountain soda, and beer cooler. A rebuild of the physical bar (\$20,000) includes the above items.

Lounge & 19th Hole Replacement Stools, Chairs, and Tables

FY24 \$15,750 funded project. Stools (50 x \$125 - \$200ea. = \$6,250 - \$10,000) have reached the end of their useful life in the Lounge and 19th Hole; and chairs (50 x \$75ea. = \$3,750) and tables (20 x \$100ea. = \$2,000) have reached the end of their useful life in the Lounge.

Buildings Golf Pro Shop and 19th Hole Camera System

FY24 \$13,300 funded project. Additional and replacement interior and exterior cameras and supporting infrastructure.

Building D/E Parking Lot Repair & Seal Coat

FY24 \$12,200 funded project to repair & seal coat the Building D/E parking lot to extend its useful life.

Building A Chair Replacement

FY24 \$12,000 funded project. Stains in the chairs are unable to be removed and require replacement to provide stain free seating for Building A functions.

Replacement Canopies on West Side of the Lounge

FY24 \$11,130 funded project to replace the canopies that reached their useful lives.

Replacement Property Services Utility Cart (2018)

FY24 \$10,200 funded project in accordance with the fleet replacement schedule.

Replacement Property Services Utility Cart (2018)

FY24 \$10,200 funded project in accordance with the fleet replacement schedule.

Replacement Damaged Concrete (Location TBD)

FY24 Estimated \$10,000. The budget is used as needed.

Golf Course Pond Fountains

FY24 \$9,000 funded project. Fountains located in the ponds of the Golf Course will provide aeration to the waterbodies and add to the attractiveness of the amenity.

Lounge Bar Renovation and New Large Ice Machine

FY24 \$8,000 funded project. Remove overhead cabinets and install new shelving at far end; replace ice machine with larger unit; remove cabinets and sandwich station – install shelving, workspace, and lighting.

19th Hole Ground HVAC Condensing Unit Replacement

FY24 \$5,720 funded project. This project was identified through the capital replacement program populated by the 2019 Facilities Dude assessment of BBRD buildings and major amenities and on-going repair and maintenance expenses.

Lakeside Stage Electrical Improvements

FY24 \$5,000 funded project. Musical talent, entertaining on the Lakeside of the Lounge Stage, has stated that the stage's electrical system is inadequate for their instruments, sound systems, and monitors, which will result in the tripping of circuit breakers. There are currently 3 circuits; 5 separate 20 amp circuits are recommended.

Building D/E New Portable Bar

FY24 \$4,000 funded project. A new portable bar would better serve the venue; actual cost (\$2,000 - \$4,000) based on size and sophistication of storage.

Wrapping 19th Hole Cooler

FY24 \$3,300 funded project to wrap the outside of the 19th Hole walk-in cooler for purposes of aesthetics, similar to the wrap utilized for the food truck at Pool #1.

| Budget | FY25 Projects |
|----------------|--|
| 116,000 | Shopping Center parking lot milling & repavement |
| 59,100 | Shopping Center (937) sprinkler system and standpipe replacement |
| 25,000 | Replacement damaged concrete |
| 15,000 | Shopping Center (935) exterior doors replacement |
| 6,200 | Pro Shop exterior door replacement |
| 6,000 | Accessibility to buildings |
| 5,000 | Bldg. C ceiling tile replacement |
| 3,600 | Bldg. A HVAC ground mini-split system replacement |
| 3,120 | Veterans' Gathering Center exterior doors replacement |
| 2,230 | Bldg. D/E exterior walls repair/painting |
| 1,210 | Pro Shop ceiling repair/painting |
| 242,460 | FY25 Sub-total |

FY25 Project Details

Shopping Center Parking Lot Milling & Repaving

FY25 \$116,000 funded project. The Shopping Center parking lot's asphalt will have reached the end of its useful life and should be milled, repaved and striped to prevent more costly repairs.

Shopping Center (937) Sprinkler System & Standpipe Replacement

FY25 \$59,100 funded project. This project was identified through the capital replacement program populated by the 2019 Facilities Dude assessment of BBRD buildings and major amenities and on-going repair and maintenance expenses. Due to the current and future fiscal strain facing BBRD and a 2022 internal assessment of the system, this project was deferred from last year's planned inclusion in the FY23 Budget.

Replacement Damaged Concrete (Location TBD)

FY25 Estimated \$25,000. The budget is used as needed.

Shopping Center (935) Exterior Doors Replacement

FY25 \$15,000 funded project. This project was identified through the capital replacement program populated by the 2019 Facilities Dude assessment of BBRD buildings and major amenities and on-going repair and maintenance expenses.

Pro Shop Exterior Door Replacement

FY25 \$6,200 funded project. This project was identified through the capital replacement program populated by the 2019 Facilities Dude assessment of BBRD buildings and major amenities and on-going repair and maintenance expenses.

Accessibility to Buildings

FY25 \$6,000 funded project. This project will primarily be in conjunction with door replacement projects to provide accessibility to buildings.

Building C Ceiling Tile Replacement

FY25 \$5,000 funded project. This project was identified through the capital replacement program populated by the 2019 Facilities Dude assessment of BBRD buildings and major amenities and on-going repair and maintenance expenses.

Building A HVAC Ground Mini-Split System Replacement

FY25 \$3,600 funded project. This project was identified through the capital replacement program populated by the 2019 Facilities Dude assessment of BBRD buildings and major amenities and on-going repair and maintenance expenses.

Veterans Gathering Center (VGC) Exterior Doors Replacement

FY25 \$3,120 funded project. This project was identified through the capital replacement program populated by the 2019 Facilities Dude assessment of BBRD buildings and major amenities and on-going repair and maintenance expenses.

Bldg. D/E Exterior Walls Repair/Painting

FY25 \$2,230 funded project. This project was identified through the capital replacement program populated by the 2019 Facilities Dude assessment of BBRD buildings and major amenities and on-going repair and maintenance expenses.

Pro Shop Ceiling Repair/Painting

FY25 \$1,210 funded project. This project was identified through the capital replacement program populated by the 2019 Facilities Dude assessment of BBRD buildings and major amenities and on-going repair and maintenance expenses.

| Budget | FY26 Funded Projects |
|----------------|--|
| 27,400 | Replacement Property Services truck (2013 full-size) |
| 25,000 | Replacement damaged concrete |
| 12,000 | 19th Hole exterior doors replacement |
| 7,700 | Pool #2 exterior doors replacement |
| 6,500 | Lawn Bowling gutter replacement |
| 6,450 | Building D/E air handler replacement |
| 6,300 | Accessibility to buildings |
| 5,500 | Property Services (Falcon) exterior walls repair |
| 5,170 | Veterans' Gathering Center HVAC ground condensing unit replacement |
| 5,170 | Shopping Center (937) HVAC roof condensing unit replacement |
| 4,000 | Property Services interior refurbishment |
| 111,190 | FY26 Sub-total |

FY26 Project Details

Replace P.S. Truck (2013 full-size)

New \$27,400 funded project in accordance with the fleet replacement schedule.

Replacement Damaged Concrete (Location TBD)

FY26 Estimated \$25,000. The budget is used as needed.

19th Hole Exterior Doors Replacement

FY26 \$12,000 funded projects. This project was identified through the capital replacement program populated by the 2019 Facilities Dude assessment of BBRD buildings and major amenities and on-going repair and maintenance expenses.

Pool #2 Exterior Doors Replacement

FY26 \$7,700 funded projects. This project was identified through the capital replacement program populated by the 2019 Facilities Dude assessment of BBRD buildings and major amenities and on-going repair and maintenance expenses.

Replace Lawn Bowling Gutters

New FY26 \$6,500 funded project. This planned in-house project would replace the deteriorating wooden gutters (located around the parameter of the field and are an integral part of the game).

Building D/E Air Handler Replacement

FY26 \$6,450 funded projects. This project was identified through the capital replacement program populated by the 2019 Facilities Dude assessment of BBRD buildings and major amenities and on-going repair and maintenance expenses.

Accessibility to Buildings

FY26 \$6,300 funded project. This project will primarily be in conjunction with door replacement projects to provide accessibility to buildings.

Property Services (Falcon) Exterior Walls Repair

FY26 \$5,500 funded project. This project was identified through the capital replacement program populated by the 2019 Facilities Dude assessment of BBRD buildings and major amenities and on-going repair and maintenance expenses.

Veterans' Gathering Center HVAC Ground Condensing Unit Replacement

FY26 \$5,170 funded projects. This project was identified through the capital replacement program populated by the 2019 Facilities Dude assessment of BBRD buildings and major amenities and on-going repair and maintenance expenses.

Shopping Center (937) HVAC Roof Condensing Unit Replacement

FY26 \$5,170 funded projects. This project was identified through the capital replacement program populated by the 2019 Facilities Dude assessment of BBRD buildings and major amenities and on-going repair and maintenance expenses.

Property Services Interior Refurbishment

FY26 \$4,000 funded project. This project will refurbish staff lunchroom area, restrooms, plumbing, and other deteriorated interior.

| Budget | FY27 Funded Projects |
|---------------|---|
| 25,000 | Replacement damaged concrete |
| 14,500 | Shopping Center exterior door system replacement |
| 11,200 | Pool #3 tool room electrical panel replacement |
| 6,200 | Bldg. C air handler tower condensing unit replacement |
| 6,200 | Shopping Center condensing unit - 1-5 rooftop replacement |
| 63,100 | FY27 Sub-total |

FY27 Project Details

Replacement Damaged Concrete (Location TBD)

FY27 Estimated \$25,000. The budget is used as needed.

Shopping Center Exterior Door System Replacement

New FY27 \$14,500 funded project. This project was identified through the capital replacement program populated by the 2019 Facilities Dude assessment of BBRD buildings and major amenities and on-going repair and maintenance expenses.

Pool #3 Tool Room Electrical Panel Replacement

New FY27 \$11,200 funded project. This project was identified through the capital replacement program populated by the 2019 Facilities Dude assessment of BBRD buildings and major amenities and on-going repair and maintenance expenses.

Bldg. C Air Handler Tower Condensing Unit Replacement

New FY27 \$6,200 funded project. This project was identified through the capital replacement program populated by the 2019 Facilities Dude assessment of BBRD buildings and major amenities and on-going repair and maintenance expenses.

Shopping Center Condensing Unit - 1-5 RT Replacement

New FY27 \$6,200 funded project. This project was identified through the capital replacement program populated by the 2019 Facilities Dude assessment of BBRD buildings and major amenities and on-going repair and maintenance expenses.

| Budget | FY28 Funded Projects |
|----------------|--|
| 80,000 | Pool #3 resurfacing |
| 47,500 | Replacement Food & Beverage Van (2013) |
| 25,000 | Replacement damaged concrete |
| 6,850 | Building D/E ground HVAC replacement |
| 6,850 | Administration Building mini-split system replacement |
| 6,850 | Bldg. C air handler tower condensing unit replacement |
| 4,500 | 19th Hole interior doors replacement |
| 4,325 | Administration Building interior wall finishes and paint |
| 3,415 | Veterans Gathering Center ceiling tile replacement |
| 185,290 | FY28 Sub-total |

FY28 Project Details

Pool #3 Resurfacing

FY28 \$80,000 funded project. The surface of Pool #3 will have reached the end of its useful life and should be resurfaced.

Replacement Food & Beverage Van (2013)

FY28 \$47,500 funded project in accordance with the fleet replacement schedule.

Replacement Damaged Concrete (Location TBD)

FY28 Estimated \$25,000. The budget is used as needed.

Building D/E Ground HVA Replacement

FY28 Estimated \$6,850. This project was identified through the capital replacement program populated by the 2019 Facilities Dude assessment of BBRD buildings and major amenities and on-going repair and maintenance expenses.

Administration Building Mini-Split System Replacement

FY28 \$6,850 funded project. This project was identified through the capital replacement program populated by the 2019 Facilities Dude assessment of BBRD buildings and major amenities and on-going repair and maintenance expenses.

Building C Air Handler Tower Condensing Unit Replacement

FY28 \$6,850 funded project. This project was identified through the capital replacement program populated by the 2019 Facilities Dude assessment of BBRD buildings and major amenities and on-going repair and maintenance expenses.

19th Hole Interior Doors Replacement

FY28 \$4,500 funded projects. This project was identified through the capital replacement program populated by the 2019 Facilities Dude assessment of BBRD buildings and major amenities and on-going repair and maintenance expenses.

Administration Building Interior Wall Finishes and Paint

FY28 \$4,325 funded projects. This project was identified through the capital replacement program populated by the 2019 Facilities Dude assessment of BBRD buildings and major amenities and on-going repair and maintenance expenses.

Veterans Gathering Center Ceiling Repair/Painting

FY28 \$3,415 funded project. This project was identified through the capital replacement program populated by the 2019 Facilities Dude assessment of BBRD buildings and major amenities and on-going repair and maintenance expenses.

Board of Trustees

Meeting Agenda Memo

Date: Tuesday, June 27, 2023
Title: **Public Hearing and Adoption of FY 24 Assessment Rate**
Section & Item: 11.B
Department: Administration
Fiscal Impact: \$4,544,153 in FY24 Revenues
Contact: Kent Cichon, Community Manager
Attachments: Resolution 2023-09
Reviewed by General Counsel: Yes
Approved by: Kent Cichon, Community Manager



Requested Action by BOT

Public Hearing for community input and adoption of Resolution 2023-09 implementing the FY24 Assessment of \$934.05 per lot.

Background and Summary Information

The Board of Trustees (BOT) held a budget kick-off townhall style meeting on January 26, 2023, to solicit input from the public regarding the development of the FY24 Budget and FY24-28 Five-Year Capital Improvement and Project Plan. The BOT then held three workshops to review, discuss, and modify the FY24 Proposed Budget.

On May 23, 2023, the BOT authorized the mail out to property owners of the FY24 Proposed Budget and proposed assessment of \$934.05 per lot.

Per BBRD Policy Manual 2.8 Yearly Budget Schedule and Levy of Assessments, the BOT is required to hold a public hearing and adopt an assessment rate in June. However, Section 418.304(4)(b), F.S., specifically provides, "The trustees shall, on or before July 30 of each year, by resolution, fix the amount of the assessment for the next ensuing year. These special assessments may be collected in the manner provided for ad valorem taxes under chapter 197, subject to the conditions of s. 197.363. Prior to the adoption of the resolution fixing the amount of the assessment, the trustees shall hold a public hearing at which time qualified electors of the district may appear and be heard. Notice of the time and place of the public hearing shall be published once in a newspaper of general circulation within the county at least 21 days prior to the public hearing." Hence, if the BOT desires, the assessment adoption could be deferred one or two meetings.

Procedure:

The Chairman shall have General Counsel read the resolution.

The Chairman shall open the Public Hearing regarding FY24 Proposed Assessment Rate.

The Chairman shall ask if any residents wish to comment on the FY24 Proposed Assessment Rate of \$934.05.

When the public comment is completed, the Chairman shall close the public hearing and entertain a motion from the BOT.

Staff recommends the BOT approve Resolution 2023-09 adopting the FY24 Assessment of \$934.05 as mailed out to the property owners.

RESOLUTION 2023- 09

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE BAREFOOT BAY RECREATION DISTRICT ESTABLISHING AN ASSESSMENT OF \$934.05 FOR EACH IMPROVED RESIDENTIAL LOT WITHIN THE SAID DISTRICT TO FUND THE 2023/24 FISCAL YEAR OPERATING BUDGET OF THE DISTRICT; PROVIDING FOR THE COLLECTION OF SAID ASSESSMENT IN THE MANNER PROVIDED FOR AD VALOREM TAXES PURSUANT TO SECTION 197.363, FLORIDA STATUTES; PROVIDING THAT SAID ASSESSMENT SHALL BE A VALID LIEN UPON EACH IMPROVED RESIDENTIAL LOT SO ASSESSED UNTIL SUCH ASSESSMENT HAS BEEN PAID IN FULL; PROVIDING THAT SAID ASSESSMENT SHALL BE CONSIDERED PART OF THE COUNTY TAX SUBJECT TO THE SAME PENALTIES, CHARGES, FEES, AND REMEDIES PROVIDED FOR THE ENFORCEMENT AND COLLECTION OF COUNTY TAXES; PROVIDING FOR CONFLICTS; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Board of Trustees of the Barefoot Bay Recreation District (the “District”) has, by adoption of Resolution No. 2023-08; approved an operating budget for the District for fiscal year 2023/24 which requires total revenues in the amount of \$8,125,798 for the said fiscal year; and

WHEREAS, The Board of Trustees has reasonably determined that the sum of \$4,544,153 must necessarily be obtained through an assessment upon each improved residential lot within the District to fund the said operating budget; and

WHEREAS, the said total of \$4,544,153 can be attained by an assessment of \$934.05 for each of the estimated 4,865 improved residential lots within the District for the fiscal year beginning October 1, 2023 and ending September 30, 2024; and

WHEREAS, The Board of Trustees has determined that it is in the best interests of the District to collect said assessment in the manner provided for ad valorem taxes as provided in Sec. 197.363, F.S.; and

WHEREAS, The Board of Trustees of the District has also found and determined that it is reasonable and prudent to set forth (i) the lien rights of the District with respect to each improved residential lot so assessed until such assessment has been paid (ii) the method of enforcing the said assessment as provided by statute; and

WHEREAS, all affected property owners have been provided notice of the public hearing on this Resolution in accordance with Sec. 418.304(4)(b), F.S.; and

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

Section 1. An assessment in the amount of \$934.05 annually is hereby assessed for the fiscal year beginning October 1, 2023, and ending September 30, 2024, upon each improved residential lot within the Barefoot Bay Recreation District. The said assessment shall be for

funding of the 2023/24 fiscal year operating budget of the District adopted by the District's Resolution No. 2023-08.

Section 2. The Board of Trustees hereby elects to collect said assessment in the manner provided for ad valorem taxes pursuant to the conditions of Sec. 197.363, F.S. as authorized by Sec. 418.304(4)(b), F.S.

Section 3. Pursuant to Sec. 418.304 (4)(e)1, F.S., the assessment levied in Section 1 this Resolution, shall be a valid lien upon each improved residential lot within the District until it has been paid in full; shall be considered a part of the county tax; and is subject to the same penalties, charges, fees, and remedies provided for the enforcement and collection of county taxes.

Section 4. All Resolutions or parts of Resolutions in conflict herewith are hereby repealed.

Section 5. This Resolution confirms the assessment as reflected in the 2023/24 Budget which was adopted by the Board in Resolution 2023-08 on June 27, 2023.

Section 6. 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, Bruce Amoss
Trustee, Joseph Klosky
Trustee, Ann Hansen
Trustee, Jeff Grunow
Trustee, Hurrol Brinker

The Chairman thereupon declared this resolution Done, Ordered, and Adopted this 27th Day of June 2023.

BAREFOOT BAY RECREATION DISTRICT

By: _____
Bruce Amoss
CHAIRMAN

Jeff Grunow
SECRETARY

Board of Trustees Meeting Agenda Memo

Date: Tuesday, June 27, 2023
Title: Copier Lease Award of Contract
Section & Item: 11.C
Department: Administration, District Clerk
Fiscal Impact: \$10,341 annually
Contact: Kent Cichon, Community Manager, Stephanie Brown, District Clerk
Attachments: Dex Imaging Proposal, NovaTech Proposal, Sissine Proposal
Reviewed by General Counsel: Yes
Approved by: Kent Cichon, Community Manager



Requested Action by BOT

Approval of a new lease-purchase agreement for 3 multi-purpose copiers

Background and Summary Information

The 5-year copier lease with ABS (now NovaTech) is set to expire on October 17, 2023.

Staff solicited quotes for a copier lease from the following vendors:

| NovaTech (current vendor) | Dex Imaging | Sissine |
|---|---|---|
| 60-Month Lease/service= \$899 Monthly • State contract option= \$875 48-Month Lease/service= \$1020 Monthly • \$15 Monthly support fee (billed quarterly w/overages) • \$99 one-time origination fee Overages: B/W= \$.0076 Color= \$.061 This plan includes all service, parts, and supplies, with the exception of paper and staples. | 60-Month Lease/service = \$861.73 48 Month Lease/service=\$1,013.44 • \$75 one-time origination fee Overages: B/W= \$.0050 Color= \$.05 This plan includes all service, parts, and supplies, with the exception of paper and staples. The Premium Maintenance plan includes Automatic Meter Readings, Automatic Toner Orders, and Online Account Management Views. **Technology upgrade offered after 36 months for the same or less | 60-Month Lease/service= \$1,012.12 48-Month Lease/service= \$1,179.67 • \$25 Monthly support fee (billed quarterly w/overages) Overages: Administration-B/W= .008 Color= .05 Resident Relations-B/W= .01 Color= .05 Golf-B/W= .009 Color= .056 This plan includes all service, parts, and supplies, with the exception of paper and staples. |

The Policy Manual requires the Board of Trustees must approve and the Chair of the Board, or her/his designee, must execute contracts that exceed one year (1) in duration, including renewal term or that exceed \$15,000.00 in value (page 15 as attached).

General Counsel Olsen has reviewed the recommended proposal and drafted the attached addendum.

Staff recommends awarding the 5-year copier lease to Dex Imaging and authorize Chairman Amoss to execute the agreement.

Solution Pricing Proposal



Presented To Cindy Mihalick

By Cary Frisenda

Date 6/7/2023

Main Solution Components

| Quantity | Item | Item Description |
|----------|---|------------------|
| 1 | Canon imageRUNNER Advance DX C5850i A3 50ppm Color MFP Copier | |
| 2 | Canon imageRUNNER Advance DX C357iF A4 36ppm Color MFP | |

Financial Options

| Purchase Option | Term (Months) | Monthly Payment |
|---|---------------|-----------------|
| FMV | 60 | \$611.73 |
| See last page of this document for complete list of all proposal offerings. | | |

Recommended Plan

| Proposed Base Plan | Lease | Service | Meter Type | Included Service Base Impressions | CPP |
|--|----------|----------|------------|-----------------------------------|--------|
| | \$611.73 | \$125.00 | Mono | 25,000 | 0.0050 |
| | | \$125.00 | Color | 2,500 | 0.0500 |
| This plan includes all service, parts, and supplies with the exception of paper and staples. With our exclusive Premium Maintenance plan our customers will receive Automatic Meter Readings, Automatic Toner Orders, and Online Account Management Views. | | | | | |

Solution Pricing Proposal



Presented To Cindy Mihalick

By Cary Frisenda

Date 6/5/2023

Main Solution Components

| Quantity | Item | Item Description |
|----------|---|------------------|
| 1 | Canon imageRUNNER Advance DX C5850i A3 50ppm Color MFP Copier | |
| 2 | Canon imageRUNNER Advance DX C357iF A4 36ppm Color MFP | |

Financial Options

| Purchase Option | Term (Months) | Monthly Payment |
|---|---------------|-----------------|
| FMV | 48 | \$604.88 |
| See last page of this document for complete list of all proposal offerings. | | |

Recommended Plan

| Proposed Base Plan | Lease | Service | Meter Type | Included Service Base Impressions | CPP |
|--|----------|----------|------------|-----------------------------------|--------|
| | \$763.44 | \$125.00 | Mono | 25,000 | 0.0050 |
| | | \$125.00 | Color | 2,500 | 0.0500 |
| This plan includes all service, parts, and supplies with the exception of paper and staples. With our exclusive Premium Maintenance plan our customers will receive Automatic Meter Readings, Automatic Toner Orders, and Online Account Management Views. | | | | | |



Cary Frisenda
Account Executive
(386) 322-1168
cfrisenda@deximaging.com

Proposal Acceptance

| Name & Company | Title | Signature | Date |
|---|-------------------------------|-----------|------|
| Cary Frisenda DEX imaging | Account Manager | | |
| Cindy Mihalick Barefoot Bay Recreation | Administrative Coordinator | | |

Models & Accessories Included In The Proposal

| Quantity | Item | Item Description |
|----------|---|------------------|
| 2 | Canon imageRUNNER Advance DX C357iF A4 36ppm Color MFP | |
| 2 | Cassette Feeding Unit-AJ1 | |
| 1 | Canon imageRUNNER Advance DX C5850i A3 50ppm Color MFP Copier | |
| 1 | Canon Super G3 Fax Board-AX1 | |
| 1 | Cassette Feeding Unit-AQ1 | |

New Proposal includes a Check to pay the remaining lease payments for July thru October 17, 2023 and the Return of the units to the lease company. Color service rates were reduced to \$.05 per page vs the \$.07 to off-set the lease increase to cover the buyout of NovaTech. "Technology Upgrade" offered after 36 months will be offered. Replace the current systems with new systems for the same of less after 36 mths of the agreement

BAREFOOT BAY RECREATION DISTRICT
STANDARD CONTRACT ADDENDUM

THIS STANDARD CONTRACT ADDENDUM is made and entered into this ____ day of _____, 2023, by and between the **BAREFOOT BAY RECREATION DISTRICT**, a special district of the State of Florida (hereinafter the "District" or "BBRD"), and Dex Imaging, LLC (hereinafter referred to as "Contractor"), concerning that certain agreement entitled Equipment Service Agreement, dated the ____ day of _____, 2023 (hereinafter referred to as the "Agreement").

WITNESSETH:

WHEREAS, Section 119.0701, Fla. Stat., requires that certain public agency contracts must include certain statutorily required provisions concerning the contractor's compliance for Florida's Public Records Act; and

WHEREAS, Section 768.28, Fla. Stat., sets forth certain mandatory limitations on indemnification and liability for Florida public agencies; and

WHEREAS, Florida law requires that public agency contracts be subject to non-appropriation and thereby contingent upon appropriation during the public agency's statutorily mandated annual budget approval process; and

WHEREAS, Section 448.095, Fla. Stat., imposes certain obligations on public agencies with regard to the use of the E-Verify system by their contractors and subcontractors; and

WHEREAS, Section 287.135, Fla. Stat., provides restrictions on local governments contracting with companies that are on certain Scrutinized Companies lists.

NOW, THEREFORE, in consideration of the covenants set forth herein, the parties agree to this addendum as follows:

1. **Amendment.** This Addendum hereby amends and supplements the terms of the Agreement. In the event of a conflict between the terms of the Agreement and terms of the Addendum, the terms of the Addendum shall prevail.

2. **Public Records Compliance.** Contractor agrees that, to the extent that it may "act on behalf" of the District within the meaning of Section 119.0701(1)(a), Florida Statutes in providing its services under this Agreement, it shall:

- (a) Keep and maintain public records required by the public agency to perform the service.
- (b) Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be

- inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
 - (d) Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the District's custodian of public records, in a format that is compatible with the information technology systems of the District.
 - (e) Pursuant to Section 119.0701(2)(a), Fla. Stat., **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

**DISTRICT CLERK
625 BAREFOOT BLVD.,
ADMINISTRATION BUILDING, BAREFOOT BAY, FL 32976.
772-664-3141.
records@bbrd.org**

3. Public Records Compliance Indemnification. Contractor agrees to indemnify and hold the District harmless against any and all claims, damage awards, and causes of action arising from the contractor's failure to comply with the public records disclosure requirements of Section 119.07(1), Florida Statutes, or by contractor's failure to maintain public records that are exempt or confidential and exempt from the public records disclosure requirements, including, but not limited to, any third party claims or awards for attorneys' fees and costs arising therefrom. Contractor authorizes the public agency to seek declaratory, injunctive, or other appropriate relief against Contractor in Brevard County Circuit Court on an expedited basis to enforce the requirements of this section.

4. Compliance/Consistency with Section 768.28, Fla. Stat. Any indemnification or agreement to defend or hold harmless by District specified in the Agreement shall not be construed as a waiver of District's sovereign immunity and shall be limited to such indemnification and liability limits consistent with the requirements of Section 768.28, Fla. Stat. and subject to the procedural requirements set forth therein. Any other purported indemnification by District in the Agreement in derogation hereof shall be void and of no force or effect.

5. **Non-appropriation.** District's performance and obligation to pay under this Agreement is contingent upon an appropriation during the District's annual budget approval process. If funds are not appropriated for a fiscal year, then the Contractor shall be notified as soon as is practical by memorandum from the District Manager or designee that funds have not been appropriated for continuation of the Agreement, and the Agreement shall expire at the end of the fiscal year for which funding has been appropriated. The termination of the Agreement at fiscal year-end shall be without penalty or expense to the District subject to the District paying all invoices for services rendered during the period the Agreement was funded by appropriations.

6. **E-Verify Compliance.** Contractor affirmatively states, under penalty of perjury, that in accordance with Section 448.095, Fla. Stat., Contractor is registered with and uses the E-Verify system to verify the work authorization status of all newly hired employees, that in accordance with such statute, Contractor requires from each of its subcontractors an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, and that Contractor is otherwise in compliance with Sections 448.09 and 448.095, Fla. Stat.

7. **Compliance/Consistency with Scrutinized Companies Provisions of Florida Statutes.** Section 287.135(2)(a), Florida Statutes, prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of any amount if, at the time of contracting or renewal, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135(2)(b), Florida Statutes, further prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services over one million dollars (\$1,000,000) if, at the time of contracting or renewal, the company is on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, both created pursuant to section 215.473, Florida Statutes, or the company is engaged in business operations in Cuba or Syria. Contractor hereby certifies that Contractor is not listed on any of the following: (i) the Scrutinized Companies that Boycott Israel List, (ii) Scrutinized Companies with Activities in Sudan List, or (iii) the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Contractor further hereby certifies that Contractor is not engaged in a boycott of Israel or engaged in business operations in Cuba or Syria. Contractor understands that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject Contractor to civil penalties, attorney's fees, and/or costs. Contractor further understands that any contract with District for goods or services of any amount may be terminated at the option of District if Contractor (i) is found to have submitted a false certification, (ii) has been placed on the Scrutinized Companies that Boycott Israel List, or (iii) is engaged in a boycott of Israel. And, in addition to the foregoing, if the amount of the contract is one million dollars (\$1,000,000) or more, the contract may be terminated at the option of District if the company is found to have submitted a false certification, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria.

8. **Venue and Jurisdiction.** Notwithstanding any of other provision to the contrary, this Agreement and the parties' actions under this Agreement shall be governed by and construed

under the laws of the state of Florida, without reference to conflict of law principles. As a material condition of this Agreement, each Party hereby irrevocably and unconditionally: i) consents to submit and does submit to the jurisdiction of the Circuit Court in and for Brevard County, Florida for any actions, suits or proceedings arising out of or relating to this Agreement.

9. Additional Terms. Notwithstanding any of other provision to the contrary, the parties agree as follows:

A. None.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this instrument on the days and year indicated below and the signatories below to bind the parties set forth herein.

Contractor:



Print Name: Cary Frisenda

Title: Regional Director

Company: Dex Imaging

BAREFOOT BAY RECREATION DISTRICT

Print Name: _____



Company Information

Barefoot Bay Recreation

Bill To Address

Admin Services

625 Barefoot Boulevard

Sebastian, FL 32976

Contacts

Dex Imaging Sales Representative

Name: Cary Frisenda

Phone: (386) 322-1168

Email: cfrisenda@deximaging.com

A/P Contact

Name: Stephanie Brown

Phone: 772-664-3141 Ext 210

Fax:

Email: sbrown@bbrd.org

INSTALLATION for Barefoot Bay Recreation☐ Standard

- Site survey by DEX personnel
- Equipment delivered, preloaded and connected to customer network
- Training via DEX YouTube channel

☒ White Glove

- Site survey by DEX personnel
- Equipment delivered, preloaded and fully network integrated
- Hands on installation of required drivers and utilities
- Customization and testing of desired functionality with customer stakeholders
- Assistance with configuration of servers and infrastructure
- Customization of device or driver settings specific to customer workflow requirements
- Testing of the desired workflow and actively troubleshooting any workflow or integration challenges
- Training done by DEX personnel

NOTE : White Glove option does not apply to production units

THIS ORDER IS SUBJECT TO THE TERMS AND CONDITIONS APPEARING HEREON AND ON THE REVERSE SIDE HEREOF, AND BUYER AGREES TO BE BOUND THEREBY. NO MODIFICATIONS OR ADDITIONS THERETO SHALL BE BINDING UPON SELLER UNLESS EXPRESSLY CONSENTED TO IN WRITING BY AN OFFICER OF THE CORPORATION. CREDIT WILL NOT BE ISSUED ON RETURNED SUPPLIES OF ANY OPEN PACKAGES. ALL ORDERS ARE SUBJECT TO FINAL ACCEPTANCE BY DEX IMAGING LLC.



Sales Order / Service Agreement

Equipment Delivery Location

Barefoot Bay Recreation
625 Barefoot Boulevard
Sebastian, FL 32976

Equip. Contact: Stephanie Brown
Phone: 772-664-3141 Ext 210
Email: sbrown@bbrd.org

| Serial# | ID# | ESP | B/W M. | Color M. | QTY | Admin |
|---------|-----|-----|--------|----------|-----|-------|
| | | Yes | | | 1 | |

Printer (Monthly)

| Quantity | Make/Model | B/W Base | BW Copies Included | BW Overage Rate | Color Base | Color Copies Included | Overage Rate |
|----------|---|----------|--------------------|-----------------|------------|-----------------------|--------------|
| 1 | CPP Service | \$125.00 | 25000 | 0.005 | \$125.00 | 2500 | 0.05 |
| 1 | Canon imageRUNNER Advance DX C5850i A3 50ppm Color MFP Copier | | | | | | |
| 1 | Canon Super G3 Fax Board-AX1 | | | | | | |
| 1 | Cassette Feeding Unit-AQ1 | | | | | | |

Included: Parts, labor and supplies with exception of paper products, staples and freight

THIS ORDER IS SUBJECT TO THE TERMS AND CONDITIONS APPEARING HEREON AND ON THE REVERSE SIDE HEREOF, AND BUYER AGREES TO BE BOUND THEREBY. NO MODIFICATIONS OR ADDITIONS THERETO SHALL BE BINDING UPON SELLER UNLESS EXPRESSLY CONSENTED TO IN WRITING BY AN OFFICER OF THE CORPORATION. CREDIT WILL NOT BE ISSUED ON RETURNED SUPPLIES OF ANY OPEN PACKAGES. ALL ORDERS ARE SUBJECT TO FINAL ACCEPTANCE BY DEX IMAGING, INC.

Special Instructions For This Location: Administration- Del and pick up Sharp



Sales Order / Service Agreement

Equipment Delivery Location

| | |
|--|--|
| Barefoot Bay Recreation 1225 Barefoot Blvd Sebastian, FL 32976 | Equip. Contact: Stephanie Brown Phone:772.664.3141 Ext 210 Email:sbrown@bbrd.org |
|--|--|

| Serial# | ID# | ESP | B/W M. | Color M. | QTY | Admin |
|---------|-----|-----|--------|----------|-----|-------|
| | | Yes | | | 1 | |

Printer (Monthly)

| Quantity | Make/Model | B/W Base | BW Copies Included | BW Overage Rate | Color Base | Color Copies Included | Overage Rate |
|----------|--|----------|--------------------|-----------------|------------|-----------------------|--------------|
| 1 | CPP Service | \$0.00 | 0 | 0.005 | \$0.00 | 0 | 0.05 |
| 1 | Canon imageRUNNER Advance DX C357iF A4 36ppm Color MFP | | | | | | |
| 1 | Cassette Feeding Unit-AJ1 | | | | | | |

Included: Parts, labor and supplies with exception of paper products, staples and freight

THIS ORDER IS SUBJECT TO THE TERMS AND CONDITIONS APPEARING HEREON AND ON THE REVERSE SIDE HEREOF, AND BUYER AGREES TO BE BOUND THEREBY. NO MODIFICATIONS OR ADDITIONS THERETO SHALL BE BINDING UPON SELLER UNLESS EXPRESSLY CONSENTED TO IN WRITING BY AN OFFICER OF THE CORPORATION. CREDIT WILL NOT BE ISSUED ON RETURNED SUPPLIES OF ANY OPEN PACKAGES. ALL ORDERS ARE SUBJECT TO FINAL ACCEPTANCE BY DEX IMAGING, INC.

Special Instructions For This Location: Del and pick up



Sales Order / Service Agreement

Equipment Delivery Location

| | |
|--|--|
| Barefoot Bay Recreation 625 Barefoot Boulevard Sebastian, FL 32976 | Equip. Contact: Stephanie Brown Phone:772-664-3141 Ext 210 Email:sbrown@bbrd.org |
|--|--|

| Serial# | ID# | ESP | B/W M. | Color M. | QTY | Admin |
|---------|-----|-----|--------|----------|-----|-------|
| | | Yes | | | 1 | |

Printer (Monthly)

| Quantity | Make/Model | B/W Base | BW Copies Included | BW Overage Rate | Color Base | Color Copies Included | Overage Rate |
|----------|--|----------|--------------------|-----------------|------------|-----------------------|--------------|
| 1 | CPP Service | \$0.00 | 0 | 0.005 | \$0.00 | 0 | 0.05 |
| 1 | Canon imageRUNNER Advance DX C357iF A4 36ppm Color MFP | | | | | | |
| 1 | Cassette Feeding Unit-AJ1 | | | | | | |

Included: Parts, labor and supplies with exception of paper products, staples and freight

THIS ORDER IS SUBJECT TO THE TERMS AND CONDITIONS APPEARING HEREON AND ON THE REVERSE SIDE HEREOF, AND BUYER AGREES TO BE BOUND THEREBY. NO MODIFICATIONS OR ADDITIONS THERETO SHALL BE BINDING UPON SELLER UNLESS EXPRESSLY CONSENTED TO IN WRITING BY AN OFFICER OF THE CORPORATION. CREDIT WILL NOT BE ISSUED ON RETURNED SUPPLIES OF ANY OPEN PACKAGES. ALL ORDERS ARE SUBJECT TO FINAL ACCEPTANCE BY DEX IMAGING, INC.

Special Instructions For This Location: DEL and Pick up Sharp



EQUIPMENT SERVICE AGREEMENT TERMS AND CONDITIONS

SCOPE OF COVERAGE

This Agreement covers both labor and material for adjustments, repairs, and replacement of parts as necessitated by normal use of the equipment except for normal key operator responsibilities and others as herein provided. Damage to the equipment and/or its parts arising from misuse, abuse, negligence, or causes beyond DEX imaging, LLC's control (including acts of God or natural disasters) is not covered. In addition, DEX imaging, LLC may terminate this Agreement in the event that the equipment is modified, damaged, altered, or serviced by personnel other than those employed or authorized by DEX imaging, LLC, or if parts, accessories, or components not authorized by DEX imaging, LLC are fitted to the equipment.

DEX Industry Best

Guaranteed 4 Hour Response Time

BUSINESS HOURS FOR SERVICE

Maintenance services shall be provided hereunder only during DEX imaging, LLC normal business hours, which shall consist of 8:00 AM to 5:00 PM, Monday through Friday, exclusive of DEX imaging, LLC holidays and subject to change by DEX imaging, LLC.

EXTENT OF LABOR SERVICES, REPAIR, AND REPLACEMENT PARTS

Labor performed during a service call includes lubrication and cleaning of the equipment and the adjustments, repair, or replacement of parts. All parts necessary to the normal operation of the equipment will be furnished free of charge. In the event that the equipment is interfaced to a computer or computer network, this Agreement covers only the labor, parts, software, and updates that are provided by the equipment manufacturer which are necessary to interface the connected product. Service associated with application software, software updates on equipment not sold in conjunction with the connected product, reconfiguring, or modification to files and programs and network expansions to include NIC cards and Jet Direct cards are not covered under the Agreement. Networking and basic driver installation is available for \$100 to include up to 5 devices at the same location, or at the rate of \$125 per hour remotely; on site \$189 per hour. There is a one hour minimum for either of the hourly rates.

TERM

This Agreement shall become effective upon receipt and acceptance by DEX imaging, LLC and shall continue for 60 months, following date of first invoice. It shall be automatically renewed for successive one year periods.

AUTOMATIC RENEWAL This Agreement is subject to annual increase during the initial term and shall be automatically renewed upon the expiration of the initial term for successive renewal terms. In no case will the renewal or annual increase exceed a 12% price increase over the prior period.

TERMINATION The Initial Term of this Agreement shall be as set forth above. In the event that DEX imaging, LLC terminates this Agreement due to uncured Customer breach, or if the Customer elects to terminate Maintenance prior to the expiration of the Initial Term, or any subsequent Renewal Term, without cause, Customer will be responsible for the payment of early termination charges which shall be calculated as the average of the three (3) most recent billing periods, total billing multiplied by the number of months remaining in the unexpired Initial Term or Renewal Term.

CUSTOMER METER READING AND REPORTING OBLIGATIONS

Customer agrees to provide DEX IMAGING, LLC with accurate and timely meter readings at the end of each applicable billing period through the use of a DEX IMAGING, LLC provided DCA (Data Collection Agent) during the Initial Term and all subsequent Renewal Terms. If a DEX IMAGING, LLC Patrol Box is installed, it must be returned upon termination of this Agreement or the Customer will be billed \$125.00. If DEX IMAGING, LLC Patrol WiFi units are deployed, they must be returned upon termination of this Agreement or Customer will be billed \$50 per unit. If Customer does not allow the use of a DEX provided DCA, then Customer is responsible for the manual reporting of meters on a timely basis.

CHARGES

The charge for maintenance under this Agreement shall be the amount set forth on the reverse side hereof. The charge with respect to any 12-month Renewal Term will be the charge in effect at the time of renewal. Customer agrees to pay the total of all charges for maintenance during the Term and any Renewal Term within fifteen (15) days of the date of invoice date for such charges. A copy/print is 8.5" x 11". DEX imaging, LLC reserves the right to add a fuel surcharge of \$10 per month per device if the average cost per gallon of regular gas exceeds \$4.00.

CUSTOMER CHANGES

Any Customer changes, alterations, attachments, or print coverage in excess of 8% may require a change in the charges set forth herein. DEX imaging, LLC also reserves the right to terminate this Agreement in the event that it shall determine that such changes, alterations, or attachments make it impractical for DEX imaging, LLC to continue to service the Equipment.

Customer must advise DEX imaging, LLC of any equipment movements not performed by DEX imaging, LLC via the portal at www.deximaging.com. This can be completed by selecting machine movement found within the service dropdown located on the site.

ADDITIONAL EQUIPMENT

Any equipment added by Customer, subsequent to the commencement of this Agreement, will be added at the discretion of DEX imaging, LLC.

EQUIPMENT REPLACEMENT

DEX imaging, LLC, at its sole discretion, reserves the right to replace any equipment covered by this Agreement with a comparable or appropriate model. Additional equipment supplied by DEX imaging, LLC will be governed by the contract type as delineated below.

CONTRACT TYPES

PREMIER – Service and Supplies for existing Customer devices. Replacement units supplied at the Customer expense.

PLATINUM – Service and Supplies for existing Customer devices as well as newly refurbished DEX imaging, LLC provided devices. Additional devices and replacement devices not deemed to be at end of life require a minimum number of prints in addition to the originally contracted base. DEX imaging, LLC supplied equipment will be added per the following schedule:

| B/W Speed | Minimum Prints | Color Speed | Minimum Prints |
|--------------|----------------|-------------|----------------|
| 11 to 22 PPM | 1,000 / Month | 10 – 30 PPM | 250 / Month |
| 23 to 50 PPM | 2,000 / Month | Over 30 PPM | 500 / Month |
| Over 50 PPM | 5,000 / Month | | |

PLATINUM+ – Service and Supplies utilizing OEM toner and parts for existing Customer devices as well as new DEX imaging, LLC provided devices.

PLATINUM/PLATINUM+ Contracts Only: All equipment delivered by DEX imaging, LLC remains the property of DEX imaging, LLC. Any printer removed from service by DEX imaging, LLC, deemed to have reached the end of its useful life, will be replaced with a model of equal or greater value.

Upon termination of this Agreement, printers owned by DEX imaging, LLC must be purchased by Customer within thirty (30) days at a mutually agreed upon price or Customer must deliver the equipment to DEX imaging, LLC in good condition and repair to a location designated by DEX imaging, LLC within sixty (60) days. Any printers owned by DEX imaging, LLC which are not returned will be billed to the customer at replacement value.

POWER REQUIREMENTS

Equipment under this Agreement must have a DEX imaging, LLC approved surge protector/power filter. Customer agrees to provide the power recommended by the equipment manufacturer.

Customer understands that service or parts required as a result of improper power, telephone lines, or computer cabling not supplied by DEX imaging, LLC or an authorized agent of DEX imaging, LLC may not be covered under this Agreement.

WAIVER OF JURY TRIAL

CUSTOMER HEREBY EXPRESSLY WAIVES TRIAL BY JURY AS TO ANY AND ALL ISSUES ARISING OUT OF, OR IN ANY WAY RELATED TO THIS EQUIPMENT ORDER.

BREACH OR DEFAULT

If the Customer does not pay all charges for maintenance, parts, or supplies as provided hereunder, promptly when due, or removes or disables Patrol Monitoring Appliances: (1) DEX imaging, LLC may (a) refuse to service the equipment, (b) furnish service on a C.O.D. "per call" basis at published rates, or invoice the customer for early termination charges in accordance with the termination paragraph, and (2) the Customer agrees to pay DEX imaging, LLC cost and expense of collecting including the maximum attorney's fees permitted by law.

If the equipment is moved to a new service zone, DEX imaging, LLC shall have the option to charge, and the Customer agrees to pay, the difference in published maintenance charges between current zone and new zone, assessed on a pro rata basis. If equipment is moved beyond DEX imaging, LLC's service zone, Customer agrees to pay a fair and reasonable up charge for continued service under this Agreement, taking into account the distance to Customer's new location and DEX imaging, LLC published rates for service on a "per call" basis.

NO WARRANTY

Other than the obligations set forth herein, DEX imaging, LLC DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OR MERCHANTABILITY, FITNESS FOR USE, OR FITNESS FOR A PARTICULAR PURPOSE. DEX imaging, LLC SHALL NOT BE RESPONSIBLE FOR DIRECT, INDIRECT, OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES ARISING OUT OF THE USE OR PERFORMANCE OF THE EQUIPMENT OR THE LOSS OF THE EQUIPMENT.

CONSUMABLES

Toner cartridges will be shipped via electronic alerts generated by a DEX IMAGING, LLC approved Managed Print System. Manual orders can be placed for any units that do not report via the DEX IMAGING, LLC approved Managed Print System. A freight charge, in accordance with market conditions, will be added to the per impression rates shown on the front of this agreement. In a cost per impression contract, all unused consumable items remain the property of DEX. At contract termination, all unused consumable items, toner cartridges, developer, drums, etc. must be promptly returned to DEX IMAGING, LLC.

MISCELLANEOUS

This Agreement shall be governed by and construed according to the laws of the State of Florida and is applicable to agreements wholly negotiated, executed, and performed in the State. It constitutes the entire Agreement between the parties and may not be modified except in writing, signed by duly authorized officers of DEX imaging, LLC.

Special Instructions

DEX will provide a check for the remaining 5 lease payments thru Oct 2023 and upon receipt of return instructions- pack, ship and insure the return to the lease company your current Sharps. Master Service Agreement to cover all units. "Technology Upgrade" after 36 mths. New Systems for the same or less after 36 mths will be offered.

DEX imaging, LLC Sales Associate

Name: Cary Frisenda

Date: 6/8/2023

Approvals

I have read and agree to all terms and conditions contained in this document

DEX imaging, LLC.

Barefoot Bay Recreation

DEX imaging, LLC. Authorized Representative

Customer's Authorized Representative

Name:

Name:

Date:

Title:

Date:

MASTER AGREEMENT



AGREEMENT NO.:

CUSTOMER ("YOU" OR "YOUR")

FULL LEGAL NAME: **Barefoot Bay Recreation**

FEDERAL TAX ID #:

ADDRESS: **625 Barefoot Boulevard**

Sebastian FL 32976

EQUIPMENT AND PAYMENT TERMS

TYPE, MAKE, MODEL NUMBER, SERIAL NUMBER, AND INCLUDED ACCESSORIES

SEE ATTACHED SCHEDULE

EQUIPMENT LOCATION: **See Schedule A**

TERM IN MONTHS: **60**

MONTHLY PAYMENT AMOUNT*: **\$611.73**

(*PLUS TAX)

SECURITY DEPOSIT:

END OF TERM PURCHASE OPTION

INDICATE PURCHASE OPTION – IF NO PO IS INDICATED OR IF MORE THAN ONE IS INDICATED, YOUR PURCHASE OPTION WILL BE FAIR MARKET VALUE.

PURCHASE OPTION (FAIR MARKET VALUE (FMV) OR \$1.00 (\$1) FMV)

CONTRACT

THIS AGREEMENT IS NON-CANCELABLE AND IRREVOCABLE. IT CANNOT BE TERMINATED. PLEASE READ CAREFULLY BEFORE SIGNING. YOU AGREE THAT THIS AGREEMENT AND ANY CLAIM RELATED TO THIS AGREEMENT SHALL BE GOVERNED BY THE INTERNAL LAWS OF THE STATE IN WHICH OUR (OR, IF WE ASSIGN THIS AGREEMENT, OUR ASSIGNEE'S) PRINCIPAL PLACE OF BUSINESS IS LOCATED AND ANY DISPUTE CONCERNING THIS AGREEMENT WILL BE ADJUDICATED IN A FEDERAL OR STATE COURT IN SUCH STATE. YOU HEREBY CONSENT TO PERSONAL JURISDICTION AND VENUE IN SUCH COURTS AND WAIVE TRANSFER OF VENUE. EACH PARTY WAIVES ANY RIGHT TO A JURY TRIAL.

CUSTOMER'S AUTHORIZED SIGNATURE

BY SIGNING THIS PAGE, YOU REPRESENT TO US THAT YOU HAVE RECEIVED AND READ THE ADDITIONAL TERMS AND CONDITIONS APPEARING ON THE SECOND PAGE OF THIS TWO-PAGE AGREEMENT. THIS AGREEMENT IS BINDING UPON OUR ACCEPTANCE HEREOF.

(As Stated Above)

X

CUSTOMER

SIGNATURE

PRINT NAME & TITLE

DATE

LESSOR ("WE", "US", "OUR")

Dex Imaging, LLC

LESSOR

SIGNATURE

PRINT NAME & TITLE

DATE

5109 W Lemon St Tampa, FL 33609-1102

ADDITIONAL TERMS AND CONDITIONS

1. **AGREEMENT.** You want us to now provide you the equipment and/or software referenced herein, together with all replacements, parts, repairs, additions and accessions incorporated therein or attached thereto, excluding equipment marked as not financed under this Agreement ("Equipment") and you unconditionally agree to pay us the amounts payable under the terms of this agreement ("Agreement") each period by the due date. This Agreement is binding upon our acceptance hereof and will begin on the date the Equipment is delivered to you or any later date we designate. We may charge you a one-time origination fee of \$75.00. If any amount payable to us is past due, you will pay a late charge equal to: 1) the greater of seven (7) cents for each dollar overdue or 2) the highest lawful charge, if less. Any security deposit will be returned upon full performance. We may charge you a fee of up to \$50.00 for filing, searching and/or titling costs required under the Uniform Commercial Code (UCC) or other laws. If for any reason your check is returned for nonpayment, you will pay us a bad check charge of \$30 or, if less, the maximum charge allowed by law.
2. **NET AGREEMENT. THIS AGREEMENT IS NON-CANCELABLE FOR THE ENTIRE AGREEMENT TERM. YOU AGREE THAT YOU ARE UNCONDITIONALLY OBLIGATED TO PAY ALL AMOUNTS DUE UNDER THIS AGREEMENT FOR THE ENTIRE TERM. YOU ARE NOT ENTITLED TO REDUCE OR SET-OFF AGAINST AMOUNTS DUE UNDER THIS AGREEMENT FOR ANY REASON.**
3. **EQUIPMENT USE.** You will keep the Equipment in good working order, free and clear of all liens and claims, use it for business purposes only and not modify or move it from its Initial location without our consent. You agree that you will not take the Equipment out of service and have a third party pay (or provide funds to pay) the amounts due hereunder. You will comply with all laws, ordinances, regulations, requirements and rules relating to the use and operation of the Equipment. We will have the right, at any reasonable time, to inspect the Equipment and any documents relating to its use, maintenance and repair.
4. **SERVICES/SUPPLIES.** If we have entered into a separate arrangement with you for maintenance, service, supplies, etc. with respect to the Equipment, payments under this Agreement may include amounts owed under that arrangement, which amounts may be invoiced as one payment for your convenience. You agree that you will look solely to us for performance under any such arrangement and for the delivery of any applicable supplies.
5. **SOFTWARE/DATA.** Except as provided in this paragraph, references to "Equipment" include any software referenced above or installed on the Equipment. We do not own the software and cannot transfer any interest in it to you. We are not responsible for the software or the obligations of you or the licensor under any license agreement. You are solely responsible for protecting and removing any confidential data/images stored on the Equipment prior to its return for any reason.
6. **LIMITATION OF WARRANTIES. EXCEPT TO THE EXTENT THAT WE HAVE PROVIDED YOU A WARRANTY IN WRITING, WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. YOU CHOSE ANY/ALL THIRD-PARTY SERVICE PROVIDERS BASED ON YOUR JUDGMENT. YOU MAY CONTACT US OR THE MANUFACTURER FOR A STATEMENT OF THE WARRANTIES, IF ANY, THAT THE MANUFACTURER IS PROVIDING. WE ASSIGN TO YOU ANY WARRANTIES GIVEN TO US.**
7. **ASSIGNMENT.** You may not sell, assign, or sublease the Equipment or this Agreement without our written consent. We may sell or assign this Agreement and our rights in the Equipment, in whole or in part, to a third party without notice to you. You agree that if we do so, our assignee will have our assigned rights under this Agreement but none of our obligations and will not be subject to any claim, defense, or set-off that may be assertable against us or anyone else.
8. **LOSS OR DAMAGE.** You are responsible for any damage to or loss of the Equipment. No such loss or damage will relieve you from your payment obligations hereunder. Any insurance proceeds received relating to insurance you obtain will be applied, at our option, to repair or replace the Equipment, or to pay us the remaining payments due or to become due under this Agreement, plus our booked residual, both discounted at 2% per annum. Except for claims, losses, or damages caused by our gross negligence or willful misconduct, you agree to indemnify and defend (with counsel acceptable to us and our assignee) us and our assignee, if applicable, against, any claims, losses or damages, including attorney fees, in any way relating to the Equipment or data stored on it. In no event will we be liable for any consequential, exemplary, or indirect damages.
9. **INSURANCE.** You agree to maintain commercial general liability insurance acceptable to us and to include us as an additional insured on the policy. You also agree to: 1) keep the Equipment fully insured against loss at its replacement cost, with us named as lender's loss payee; and 2) provide proof of insurance satisfactory to us no later than 30 days following the commencement of this Agreement, and thereafter upon our written request. If you fail to maintain property loss insurance satisfactory to us and/or you fail to timely provide proof of such insurance, we have the option, but not the obligation, to do so as provided in either (A) or (B) as follows, as determined in our discretion: (A) We may secure property loss insurance on the Equipment from a carrier of our choosing in such forms and amounts as we deem reasonable to protect our interests. If we secure insurance on the Equipment, we will not name you as an insured party, your interests may not be fully protected, and you will reimburse us the premium (and an insurance fee) which may be higher than the premium you would pay if you obtained insurance and an insurance fee, and which may result in a profit to us through an investment in reinsurance or otherwise. If you are current in all of your obligations under the Agreement at the time of loss, any insurance proceeds received relating to insurance we obtain pursuant to this subsection (A) will be applied, at our option, to repair or replace the Equipment, or to pay us the remaining payments due or to become due under this Agreement, plus our booked residual, both discounted at 2% per annum. (B) We may charge you a monthly property damage surcharge of up to .0035 of the Equipment cost as a result of our credit risk administrative costs or other costs, as would be further described on a letter from us to you. We may make a profit on this program. **NOTHING IN THIS SECTION WILL RELIEVE YOU OF YOUR RESPONSIBILITY FOR LIABILITY INSURANCE ON THE EQUIPMENT.** You authorize us to sign on your behalf and appoint us as your attorney-in-fact to endorse in your name any insurance drafts or checks issued due to loss or damage to the Equipment.
10. **OWNERSHIP/TAXES.** Unless the \$1.00 Purchase Option is selected, we own the Equipment. You will pay when due, either directly or by reimbursing us, all taxes and fees relating to the Equipment and this Agreement, including estimated final-year personal property tax. If we pay any taxes or other expenses that you owe hereunder, you agree to reimburse us when we request and to pay us a processing fee for each expense or charge we pay on your behalf. Sales or use tax due upfront will be payable over the term with a finance charge. If the \$1.00 Purchase Option is selected, you acknowledge that 1) the Agreement shall be deemed to be a conditional sales contract, 2) any ownership we have in the Equipment will be deemed transferred to you upon the commencement of the Agreement, and 3) you agree to file any required personal property tax returns relating to the Equipment. If this Agreement is deemed to be a secured transaction, you hereby grant us a security interest in the Equipment (and all additions thereto, replacements thereof, and proceeds) to secure your obligations under the Agreement and any other agreement with us, to be released at the end of the term provided you have performed all of your obligations under this Agreement. You authorize us to record UCC financing statements to protect our interests in the Equipment. You also agree to indemnify us on an after-tax basis against the loss of any tax benefits anticipated by us at the commencement of this Agreement arising out of your acts or omissions.
11. **END OF TERM.** At the end of the term of this Agreement (or any renewal term) (the "End Date"), this Agreement will renew month to month unless a) we receive written notice from you, at least 30 but no more than 120 days prior to the End Date, of your intent to purchase or return the Equipment, and b) you timely purchase or return the Equipment to the location designated by us, at your expense. If the Fair Market Value Purchase Option is selected and you are not in default on the End Date, you may purchase the Equipment from us "AS IS" for its Fair Market Value. If the returned Equipment is not immediately available for use by another without need of repair, you will reimburse us for all repair costs. You cannot pay off this Agreement or return the Equipment prior to the End Date without our consent. If we consent, we may charge you, in addition to other amounts owed, an early termination fee equal to 5% of the price of the Equipment. Agreements with a \$1.00 Purchase Option selected will not renew.
12. **DEFAULT/REMEDIES.** You will be in default if: (a) you do not pay any payment or other sum due to us or any other person when due or if you fail to perform in accordance with the covenants, terms and conditions of this Agreement or any other agreement with us or any of our affiliates or any material agreement with any other entity, (b) you make or have made any false statement or misrepresentation to us, (c) you or any guarantor dies, dissolves or terminates existence, (d) you or any guarantor hereof file or have filed against you a petition for relief under the federal Bankruptcy Code or any similar federal or state law, or if there occurs a material adverse change in your or any guarantor's financial, business, or operating condition, or (e) any guarantor defaults under any guaranty for this Agreement. If you are ever in default, at our option, we can terminate this Agreement and we may require that you return the Equipment to us at your expense and pay us: 1) all past due amounts and 2) all remaining payments for the unexpired term, plus our booked residual, both discounted at 2% per annum; and we may disable or repossess the Equipment, require you to stop using any software and use all other legal remedies available to us. You agree to pay all costs and expenses (including reasonable attorney fees and repossession costs) we incur in any dispute with you related to this Agreement. You agree to pay us 1.5% interest per month on all past due amounts. Any delay or failure to enforce our rights under this Agreement will not prevent us from enforcing any rights at a later time. If interest is charged or collected in excess of the maximum lawful rate, we will refund such excess to you, which will be your sole remedy.
13. **UCC.** If we assign rights in this Agreement for financing purposes, you agree that this Agreement, in the hands of our assignee, is, or shall be treated as, a "Finance Lease" as that term is defined in Article 2A of the Uniform Commercial Code ("UCC"). You agree to forgo the rights and remedies provided under sections 507-522 of Article 2A of the UCC.
14. **LIMITATION ON CHARGES.** This section controls over every other part of this Agreement and over all documents now or later pertaining to the Agreement. We both intend to comply with all applicable laws. In no event will we charge or collect any amounts in excess of those allowed by applicable law. Any part of this Agreement that could, but for this section, be read under any circumstance to allow for a charge higher than that allowable under applicable legal limit, is limited and modified by this section to limit the amounts chargeable under the Agreement to the maximum amount allowed under the legal limit. If in any circumstance, any amount in excess of that allowed by law is charged or received, any such charge will be deemed limited by the amount legally allowed and any amount received by us in excess of that legally allowed will be applied by us to the payment of amounts legally owed under the Agreement, or refunded to you.
15. **MISCELLANEOUS.** All indemnities in this Agreement shall survive the termination of this Agreement. This Agreement is the entire agreement between you and us relating to our providing and your use of the Equipment and supersedes any prior representations or agreements, including any purchase orders. Any fees and amounts payable under this Agreement, including any estimated tax payments, may include a profit to us. The parties agree that this Agreement and any related documents hereto may be authenticated by electronic means. The parties agree that the sole original hereof for enforcement and perfection purposes, and the sole "record" constituting "chattel paper" under the UCC, is the paper copy hereof bearing (i) the original or a copy of either your manual signature or an electronically applied indication of your intent to enter into this Agreement, and (ii) our original manual signature. You agree not to raise as a defense to the enforcement of this Agreement or any related documents that you executed or authenticated such documents by electronic or digital means or that you used facsimile or other electronic means to transmit your signature on such documents. Notwithstanding anything to the contrary herein, we reserve the right to require you to sign this Agreement or any related documents hereto manually. If a court finds any provision of this Agreement unenforceable, the remaining terms of this Agreement shall remain in effect. You authorize us to either insert or correct your legal name, the Agreement number, serial numbers, model numbers, beginning date, and signature date. All other modifications to the Agreement must be in writing signed by each party. Within 30 days after our, or if assigned, our assignee's request, you will deliver all requested information (including current financial statements and/or tax returns) which we deem reasonably necessary to determine your current financial condition and faithful performance of the terms hereof. You authorize us or our assignee to (a) obtain credit reports or make credit inquiries in connection with this Agreement, and (b) provide your credit application and information regarding your account to credit reporting agencies, potential assignees, and parties having an economic interest in this Agreement and/or the Equipment. To help the government fight the funding of terrorism and money laundering activities, U.S. Federal law requires financial institutions to obtain, verify and record information that identifies each person (individuals or businesses) who opens an account. What this means for you: when you open an account or add any additional service, we will ask for your name, address, federal employer identification number and other information that will allow us to identify you. We may also ask to see other identifying documents.

**DEX SCHEDULE A**

Customer Name: Barefoot Bay Recreation
Street Address: 625 Barefoot Boulevard
City / State / Zip: Sebastian FL 32976

Agreement No.
Contact Name: Stephanie Brown
Phone #: 772-664-3141 Ext 210

Addendum A

Special Instructions:

| <u>Line #</u> | <u>Model</u> | <u>Asset #</u> | <u>Serial Number</u> | <u>Start Meter</u> | <u>End Meter</u> | <u>Meter Group</u> | <u>A3/A4</u> | <u>Vicinity</u> | <u>Address</u> | <u>Cost Center</u> |
|---------------|---|----------------|----------------------|--------------------|------------------|--------------------|--------------|-----------------|---|--------------------|
| | Canon imageRUNNER Advance DX C5850i A3 50ppm Color MFP Copier | | | | | | | | 625 Barefoot Boulevard Sebastian, FL 32976 | |
| | Canon imageRUNNER Advance DX C357iF A4 36ppm Color MFP | | | | | | | | 1225 Barefoot Blvd Sebastian, FL 32976 | |
| | Canon imageRUNNER Advance DX C357iF A4 36ppm Color MFP | | | | | | | | 625 Barefoot Boulevard Sebastian, FL 32976 | |

Customer Signature: _____

Print Name and Title: _____

Date: _____

| Barefoot Bay Rec. District New Sharp Fleet Proposal - 60 mon. Lease Option * (Novatech Pricing) | | | | | |
|---|-----------------------|--------------------|-------------------------------------|----------------|-----------------|
| Customer | Location | New Model | Description | Lease | Monthly Payment |
| Barefoot Bay Recreation Dis. | Admin Services | Sharp BP-70C55 | 55 ppm Advanced Color Imager | 60 month | \$224.00 |
| Barefoot Bay Recreation Dis. | Golf Shop | Sharp BP-70C31 | 31 ppm Advanced Color Imager | 60 month | \$139.00 |
| Barefoot Bay Recreation Dis. | Front Office (Salley) | Sharp BP-70C36 | 36 ppm Advanced Color Imager | 60 month | \$193.75 |
| | | Monochrome Service | 25,000 monthly pages @ \$.0077 | | \$192.50 |
| | | Color Service | 2,500 color monthly pages @ \$.0524 | | \$131.00 |
| | | | | Monthly Total: | \$880.25 |

| Barefoot Bay Rec. District New Sharp Fleet Proposal - 48 mon. Lease Option * (Novatech Pricing) | | | | | |
|---|-----------------------|--------------------|-------------------------------------|----------------|-----------------|
| Customer | Location | New Model | Description | Lease | Monthly Payment |
| Barefoot Bay Recreation Dis. | Admin Services | Sharp BP-70C55 | 55 ppm Advanced Color Imager | 48 month | \$273.00 |
| Barefoot Bay Recreation Dis. | Golf Shop | Sharp BP-70C31 | 31 ppm Advanced Color Imager | 48 month | \$169.00 |
| Barefoot Bay Recreation Dis. | Front Office (Salley) | Sharp BP-70C36 | 36 ppm Advanced Color Imager | 48 month | \$235.75 |
| | | Monochrome Service | 25,000 monthly pages @ \$.0077 | | \$192.50 |
| | | Color Service | 2,500 color monthly pages @ \$.0524 | | \$131.00 |
| | | | | Monthly Total: | \$1,001.25 |

Notes:

***Novatech Pricing DOES INCLUDE the closeout of your current US Bank lease along with machine return.**
We are within the financial window at this time where we can upgrade anytime. We were able to match State pricing on the service rates, reducing your monthly costs another \$18.75.

| Barefoot Bay Rec. District New Sharp Fleet Proposal - 60 mon. Lease Option** (State Contract #44000000-NASPO-19-ASC #140603) | | | | | |
|--|-----------------------|--------------------|-------------------------------------|----------------|-----------------|
| Customer | Location | New Model | Description | Lease | Monthly Payment |
| Barefoot Bay Recreation Dis. | Admin Services | Sharp BP-70C55 | 55 ppm Advanced Color Imager | 60 month | \$228.58 |
| Barefoot Bay Recreation Dis. | Golf Shop | Sharp BP-70C31 | 31 ppm Advanced Color Imager | 60 month | \$138.99 |
| Barefoot Bay Recreation Dis. | Front Office (Salley) | Sharp BP-70C36 | 36 ppm Advanced Color Imager | 60 month | \$184.52 |
| | | Monochrome Service | 25,000 monthly pages @ \$.0077 | | \$192.50 |
| | | Color Service | 2,500 color monthly pages @ \$.0524 | | \$131.00 |
| | | | | Monthly Total: | \$875.59 |

| Barefoot Bay Rec. District New Sharp Fleet Proposal 48 mon. Lease Option** (State Contract #44000000-NASPO-19-ASC #140603) | | | | | |
|--|-----------------------|--------------------|-------------------------------------|----------------|-----------------|
| Customer | Location | New Model | Description | Lease | Monthly Payment |
| Barefoot Bay Recreation Dis. | Admin Services | Sharp BP-70C55 | 55 ppm Advanced Color Imager | 48 month | \$268.80 |
| Barefoot Bay Recreation Dis. | Golf Shop | Sharp BP-70C31 | 31 ppm Advanced Color Imager | 48 month | \$163.45 |
| Barefoot Bay Recreation Dis. | Front Office (Salley) | Sharp BP-70C36 | 36 ppm Advanced Color Imager | 48 month | \$216.98 |
| | | Monochrome Service | 25,000 monthly pages @ \$.0077 | | \$192.50 |
| | | Color Service | 2,500 color monthly pages @ \$.0524 | | \$131.00 |
| | | | | Monthly Total: | \$972.73 |

Notes:

**** State Contract #44000000-NASPO-19-ASC #140603.** Pricing is structured where we are unable to close out your current US Bank lease. Those charges are incurred by BBRD along with shipping the old machines back to leasing. The lease term must also be satisfied in entirety.



| Location | Serial # | Current Equipment | Speed | Avg. Monthly Volume | Cost Per Page | Allowance | Service & Supplies | Lease | End Date | Months Left | Notes |
|--------------|----------|--|-------|---------------------|---------------|-----------|--------------------|----------|-----------------|--------------------------|------------|
| Front Desk | 8F012157 | Sharp MXB355W w/ 4 trays & Internal Finisher | 35 | 7,005 | 0.0106 | 25,000 | \$38.85 | \$881.20 | 10/3/2023 | 3 | |
| | 85133417 | Sharp MX5070V w/ 4 trays, Fax, & Finisher | 50 | 11,530 | 0.0106 | Included | | \$9.95 | Remote Services | | |
| | | Color | 50 | 3,713 | 0.1193 | 250 | \$483.27 | | | | |
| | 85097467 | Sharp MX3070V w/ 2 trays, Fax, & Finisher | 30 | 1,534 | 0.0106 | Included | | | | | |
| | | Color | 30 | 587 | | Included | | | | | |
| | | *scans billed @ .0025 | | 2,081 | 0.0039 | | \$8.12 | | | | |
| Total | | | | 26,452 | | | \$530.24 | \$891.15 | | | |
| | | | | | | | | | | Current Monthly Expense: | \$1,421.39 |

Vs.

| Location | Serial # | Proposed Equipment | Speed | Avg. Monthly Volume | Cost Per Page | Allowance | Service & Supplies | 63 Month Lease | 48 Month Lease | Months Left | Total Costs |
|----------|----------|--|-------|---------------------|---------------|-----------|--------------------|----------------|----------------|-------------|-------------|
| | New | Canon Advance C359iFZ w/ 4 trays & Internal Finisher | 35 | 7,005 | 0.0100 | Included | \$70.05 | \$617.45 | \$785.01 | | |
| | New | Canon Advance C5850i w/ 4 trays, Fax, & Finisher | 50 | 11,530 | 0.0080 | Included | \$92.24 | Included | Included | | |
| | | Color | 50 | 3,713 | 0.0500 | Included | \$185.67 | Included | Included | | |
| | New | Canon Advance C3926i w/ 2 trays, Fax, & Finisher | 27 | 1,534 | 0.0090 | Included | \$13.80 | Included | Included | | |
| | | Color | 27 | 587 | 0.0560 | Included | \$32.90 | Included | Included | | |
| | | | | 24,370 | | | \$394.67 | \$617.45 | \$785.01 | | |

Includes closing out existing lease and shipping back equipment.

Proposed 60 Monthly Expense: \$1,012.12

Total Monthly Savings: \$409.27

Proposed 48 Monthly Expense: \$1,179.67

Total Monthly Savings: \$241.72

TOTAL SAVINGS OVER 5 YEAR TERM
\$24,555.97

Board of Trustees

Meeting Agenda Memo

Date: Tuesday, June 27, 2023
Title: **Exceptions to Competition and Emergency Purchases - Building A Broken Sewer Line**
Section & Item: 11.D
Department: Property Services
Fiscal Impact: \$5,765
Contact: Kent Cichon, Community Manager, Matt Goetz, Property Services Manager
Attachments: Maxwell & Sons Plumbing Invoice
Reviewed by General Counsel: N/A
Approved by: Kent Cichon, Community Manager



Requested Action by BOT

Confirmation of emergency purchases.

Background and Summary Information

The Building A sewer line incurred a break this past April, which resulted in the Building A kitchen and restrooms becoming inoperable. BBRD's vendor, Maxwell & Son Plumbing, Inc., proposed to either (1) repair the broken sewer line or (2) abandon the failing sewer line and install a new line; and the responsible department manager, Property Services Department Manager, recommended abandoning the failing sewer line and installing a new line. Per the BBRD Policy Manual's Exception to Competition #7 (Capital or R&M projects proposed by a vendor responsible for long-term maintenance when recommended by responsible department manager and approved by the Community Manager.) (page 13), a second bid is not required. In addition, per BBRD Policy Manual's Emergency Purchases (In the event of the need to repair existing infrastructure that impacts the health welfare and safety of residents, the Community Manager may waive normal purchasing procedures. The Community Manager shall place the contract for repairs on the next regularly scheduled BOT meeting agenda for confirmation.) (page 13). The vendor's proposed amount for the Department Manager's recommended option was \$7,000. The vendor ultimately abandoned the section of failing sewer line and replaced it with a new line in the amount of \$5,765. The Building A kitchen and restrooms are both back in proper working order.

Staff recommends the BOT confirm the emergency purchase to repair the Building A broken sewer line.

MAXWELL & SON, INC.
 920 TRUMAN STREET
 SEBASTIAN, FL 32958
 United States

Voice: 772/589-1630
 Fax: 772/589-1370

Invoice
 Invoice Number
 2305
 Invoice Date
 May 12, 20
 Page

Sold To:
 BAREFOOT BAY RECREATION DIST.
 625 BAREFOOT BLVD.
 BAREFOOT BAY, FL 32976

Ship To
 BAREFOOT BAY RECREATION DIST.
 BUILDING A

| Customer ID | Customer PO | Payment Terms | |
|-------------|-----------------|---------------|----------|
| BBAYREC | | Net 10 Days | |
| Sales Rep | Shipping Method | Ship Date | Due Date |
| | NONE | | 5/22/23 |

| Quantity | Description | Unit Price | Extension |
|---|---|------------|----------------------|
| | REMOVED CONCRETE AS NEEDED TO ACCESS PLUMBING; ABANDONED SECTION OF FAILING SEWER LINE AND REPLACED PIPING WITH SCH40 DWV PIPE AND FITTINGS IN ACCESSIBLE AREAS; PATCHED CONCRETE AS NEEDED UPON COMPLETION. MATERIAL LABOR | | 1,265.00 4,500.00 |
| <div style="display: flex; justify-content: space-between; align-items: center;"> <div> <p><i>Matthew J Goetz</i></p> <p><i>[Signature]</i></p> </div> <div> <p><i>CH</i></p> </div> </div> | | | |

| | | |
|----------|----------------------|-------------------|
| | Subtotal | 5,765.00 |
| | Sales Tax | |
| | Total Invoice Amount | 5,765.00 |
| Check No | Payment Received | 0.00 |
| | TOTAL | \$5,765.00 |

WE ACCEPT ALL MAJOR CREDIT CARDS. DUE UPON RECEIPT, 1.5% AFTER 30 DAYS.

Board of Trustees Meeting Agenda Memo

Date: Tuesday, June 27, 2023
Title: **Acceptance of Donation Request**
Section & Item: 11.E
Department: Property Services
Fiscal Impact: \$938.10
Contact: Kent Cichon, Community Manager, Matt Goetz, Property Services Manager
Attachments: 06.05.2023 Levesque, 06.06.2023 Levesque Bench
Reviewed by General Counsel: N/A
Approved by: Kent Cichon, Community Manager



Requested Action by BOT

Acceptance of a donation request for a bench near the tennis courts.

Background and Summary Information

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

Staff recommends the BOT accept the donation in the amount of \$938.10 from Ms. Levesque Briscoe for a memorial bench near the tennis courts.



Memorial/Gift Request Form

Select One: Memorial Bench ☒ Memorial Tree ☐ Gift ☐

In Memory Of: Lawrence (Larry) Levesque ^{+ Jeanne Levesque}
Name of Donor or Representative: Gail Levesque Briscoe
Address: 853 Laurel Circle City: BBAY State: FL
Phone: 904-415-4317 Email: gilm9@yahoo.com
Requested Location: by tennis Courts
Requested Bench Style/Tree species: _____

Description of requested memorial/gift

If you would like a name placed on the memorial, please include it in the description below.

If you are requesting a bench, please indicate what you would like written on each plaque/plank

In Loving Memory of
Larry + Jeanne Levesque

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

By me → X Gail Levesque Briscoe
Signature

Please submit this form to the Office of the District Clerk, 625 Barefoot Blvd, Barefoot Bay, FL 32976 or email to Cindy Mihalick at cindy.mihalick@bbrd.org.

www.bbrd.org

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

Updated June 2022



American Recycled Plastic

A Family Owned & Operated Business Since 1989

773 N. Union Grove Rd / Friendsville TN 37737

Ph: 865.738.3439



Customer Quote

| | | | |
|-----------------|----------------------------------|-----------------|-----------------------------|
| Client: | Barefoot Bay Recreation District | Quote #: | 0606-018 |
| Contact: | Matt Goetz | Phone: | 772-494-9985 / 772-664-2063 |
| From: | Amy | Email: | mattgoetz@bbrd.org |
| Item: | Recycled Plastic Custom Bench | Date: | 6/6/2023 |

Products*

| Item # | Description & Size | Color | Qty | Ea Price | Extension |
|--------|----------------------------------|----------|-----|----------|-----------|
| BDP6 | Deluxe Park Bench 6', Black Legs | Charcoal | 1 | \$589.00 | \$589.00 |
| CUSTOM | Engraving, 3", per character | | 36 | \$4.75 | \$171.00 |
| DELFEE | Ground Freight* | | 1 | \$178.10 | \$178.10 |

Board 1 In Loving Memory of

Board 2 Larry & Jeanne Levesque

| | | |
|-----------------------------------|-------------------------|-----------------|
| Order Subtotal Prior to Sales Tax | | \$938.10 |
| Sales Tax | TN Locations Only 9.75% | \$0.00 |
| QUOTE TOTAL: | | \$938.10 |

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

Terms & Conditions

Order Type: Bench is in-stock, customizations are running 5-6 weeks.

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

Delivery: Items ship boxed, final assembly is required.

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

Notes:

Accept Quote / Place Order

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

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

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



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

Board of Trustees Meeting Agenda Memo

Date: Tuesday, June 27, 2023
Title: **DOR Violation 22-003186 909 Hemlock Street**
Section & Item: 11.F.i
Department: Resident Relations, DOR
Fiscal Impact: N/A
Contact: Richard Armington, Resident Relations Manager, Kent Cichon, Community Manager
Attachments: BOT Statement of Violation 22-003186
Reviewed by General Counsel: No
Approved by: Kent Cichon, Community Manager



Requested Action by BOT

Review the violation and make a referral to General Counsel Olsen.

Background and Summary Information

ARTICLE III, SECT.11 and SECT 2(D) - Exterior Maintenance

The first violation occurred on November 21, 2022. Since the first violation, 8 follow ups and 12 photos have been completed. Presented and found in violation by the Violation Committee on January 13, 2023. The staff have signed Affidavit of Notices and attached photos. The Respondent has been notified by First Class Mail, Certified Mail and the Property posted.

Staff recommends that the BOT refer this violation to the General Counsel Olsen for legal action, equitable or other appropriate action with failure to comply. If the BOT brings any such action to enforce the DOR, the charge for such action shall be charged to the Respondents' account and shall constitute a lien.

**BAREFOOT BAY BOARD OF TRUSTEES
BREVARD COUNTY, FLORIDA**

BAREFOOT BAY RECREATION DISTRICT

Petitioner

Vs

Case no. 22-003186

#2613/ 22-003186

LINES RICK

5313 NW 55TH TER

COCONUT CREEK, FL 33073

Respondent(s),

STATEMENT OF VIOLATION

PURSUANT to the Article(s) listed below, of the Barefoot Bay Deed of Restrictions, the undersigned DOR Enforcement Officer hereby gives notice of a violation or violations of the Deed of Restrictions of the Barefoot Bay Recreation District, described herein.

SECTION(S) OF DEED OF RESTRICTION VIOLATION(S)

LOCATION/ADDRESS WHERE VIOLATION EXISTS

Block # 7 Lot # 2

909 HEMLOCK STREET

BAREFOOT BAY, FL 32976

DESCRIPTION OF VIOLATION(s): Exterior maintenance: Roof / screen door damage, needs to be repaired.

DATE OF VIOLATION FIRST OBSERVED: Nov 21, 2022

DATE OF OWNER/PERSON IN CHARGE GIVEN NOTICE OF VIOLATION:

November 21, 2022 via First Class

via Certified return receipt requested.

via Posted Notice.

DATE ON/BY WHICH VIOLATION TO BE CORRECTED: June 19, 2023

Deed of Restrictions Staff

June 06, 2023



909 Hemlock St. Exterior maintenance: Roof / screen door damage, needs to be repaired.

05/25/2023



909 Hemlock St. Exterior maintenance: Roof / screen door damage, needs to be repaired.
03/27/2023

**BAREFOOT BAY RECREATION DISTRICT
BREVARD COUNTY, FLORIDA
NOTICE OF HEARING
OF
BOARD OF TRUSTEES**

Notice is hereby given that a **Hearing** will be conducted before the Barefoot Bay Board of Trustees at **01:00 PM** on **June 27, 2023** at **1225 Barefoot Boulevard, Building D&E, Barefoot Bay, Florida**.

The purpose of this **Hearing** will be to consider the Recommended Order of the Violations Committee to the Board of Trustees for your Case.

The Board shall not conduct a full de novo quasi-judicial hearing on the violation, but shall consider the Finding of Fact and Recommended Order issued by the Violations Committee. The owner may not present new or additional evidence, but shall be given an opportunity to be heard. If the Board of Trustees concurs with the Violation Committee that a violation has been established, the Board of Trustees shall have the authority to bring an action for injunctive or other appropriate legal or equitable relief in a court of competent jurisdiction in Brevard County, Florida to remedy the violation. If the Board of Trustees brings any such legal action to enforce the Deed of Restrictions and is deemed to be the prevailing party in such action, the Board of Trustees shall be entitled to an award of attorney's fees and court costs incident to bringing such action.

IF ANY INDIVIDUAL WISHES TO APPEAL ANY DECISION MADE BY THE BOARD OF TRUSTEES WITH RESPECT TO ANY MATTER CONSIDERED AT THIS MEETING, A VERBATIM RECORD OF THE PROCEEDING WILL BE REQUIRED, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS BASED SUCH PERSON MUST PROVIDE A COURT REPORTER, COURT STENOGRAPHER OR OTHER METHOD ACCEPTABLE TO A COURT OF LAW TO PROVIDE FOR SUCH VERBATIM RECORD; THE DISTRICT DOES NOT PROVIDE SUCH RECORD (FS 286.0105).

THIS IS A PUBLIC MEETING. ALL INTERESTED PARTIES MAY ATTEND. THE FACILITY WHEREIN THIS PUBLIC MEETING WILL BE HELD IS ACCESSIBLE TO THE PHYSICALLY HANDICAPPED. IN ACCORDANCE WITH AMERICAN DISABILITIES ACT, PERSONS NEEDING ASSISTANCE TO PARTICIPATE IN ANY OF THESE PROCEEDINGS SHOULD CONTACT THE DEED OF RESTRICTIONS ENFORCEMENT OFFICE AT 772-664-3141.

June 06, 2023

Deed of Restrictions STAFF

**BAREFOOT BAY BOARD OF TRUSTEES
BREVARD COUNTY, FLORIDA**

BAREFOOT BAY RECREATION DISTRICT

Petitioner

Vs

Case no. 22-003186

#2613 / 22-003186

LINES RICK,

5313 NW 55TH TER

COCONUT CREEK, FL 33073

Respondent(s),

**RE: 909 HEMLOCK STREET
Barefoot Bay, FL 32976**

AFFIDAVIT OF NOTICES

STATE OF FLORIDA
COUNTY OF BREVARD

BEFORE ME, the undersigned authority, personally appeared, Deed of Restrictions Enforcement Officer Mary Barry for the Barefoot Bay Recreation District, who after being duly sworn deposes and says:

1. That on or about the _____ day of _____ 20____, a Statement of Violations and a Notice of Hearing was mailed to the respondent at the above address by **First Class mail**.
2. That on or about the _____ day of _____ 20____, a Statement of Violations and a Notice of Hearing was mailed to the above respondent by **Certified mail**, certified with electronic delivery confirmation, a copy of which is attached hereto.
3. That on or about the _____ day of _____ 20____, a Statement of Violations and a Notice of Hearing was **Posted** at the above referenced address a copy of which is attached hereto.
4. That on or about the _____ day of _____ 20____, a Statement of Violations and a Notice of Hearing was emailed to the Mortgage Servicer for above referenced address, a copy of which is attached hereto.

FURTHER AFFIANT SAYETH NOT.

Dated this _____ day of _____ 20____.



Mary Barry, DOR Inspector

The Foregoing instrument was acknowledged before me on _____ day of _____ 20____ by Mary Barry, who is personally known to me and did take an oath.

Notary Public
State of Florida at Large

Board of Trustees Meeting Agenda Memo

Date: Tuesday, June 27, 2023
Title: **DOR Violation 22-002191 400 Raven Drive**
Section & Item: 11.F.ii
Department: Resident Relations, DOR
Fiscal Impact: N/A
Contact: Richard Armington, Resident Relations Manager, Kent Cichon, Community Manager
Attachments: BOT Statement of Violation 22-002191
Reviewed by General Counsel: No
Approved by: Kent Cichon, Community Manager



Requested Action by BOT

Review the violation and make a referral to General Counsel Olsen.

Background and Summary Information

ARTICLE II, SECT. 3 (A) (2) - ADIR (garage or carport roof)

The first violation occurred on July 30, 2022. Since the first violation, 13 follow ups and 13 photos have been completed. Presented and found in violation by the Violation Committee on December 9, 2022. The staff have signed Affidavit of Notices and attached photos. The Respondent has been notified by First Class Mail, Certified Mail and the Property posted.

Staff recommends that the BOT refer this violation to the General Counsel Olsen for legal action, equitable or other appropriate action with failure to comply. If the BOT brings any such action to enforce the DOR, the charge for such action shall be charged to the Respondents' account and shall constitute a lien.

**BAREFOOT BAY BOARD OF TRUSTEES
BREVARD COUNTY, FLORIDA**

BAREFOOT BAY RECREATION DISTRICT

Petitioner

Vs

Case no. 22-002191

#0986/ 22-002191

WOODLAND, LINDA T ESTATE

C/O TAUBL, JOHN LIFE ESTATE 400 RAVEN DRIVE

BAREFOOT BAY, FL 32976

Respondent(s),

STATEMENT OF VIOLATION

PURSUANT to the Article(s) listed below, of the Barefoot Bay Deed of Restrictions, the undersigned DOR Enforcement Officer hereby gives notice of a violation or violations of the Deed of Restrictions of the Barefoot Bay Recreation District, described herein.

SECTION(S) OF DEED OF RESTRICTION VIOLATION(S)

- **ARTICLE II, SECT. 3 (A) (2) ADIR (Garage or carport roof)**

Section 3 A manufactured or modular home installed on any lot in Barefoot Bay shall meet the following design and installation requirements and shall be continuously maintained in compliance with such requirements. (A) (2) A garage with a minimum size of 11' x 18' with siding conforming to the style and materials of the home or a carport roof, including posts and fascia, fabricated of aluminum or other approved materials having two unobstructed sides.

LOCATION/ADDRESS WHERE VIOLATION EXISTS

Block # 85.C Lot # 6

400 RAVEN DRIVE

BAREFOOT BAY, FL 32976

DESCRIPTION OF VIOLATION(s): Must have 18 feet X 11 feet of unobstructed area (except for steps) left in carport.

DATE OF VIOLATION FIRST OBSERVED: Jul 20, 2022

DATE OF OWNER/PERSON IN CHARGE GIVEN NOTICE OF VIOLATION:

November 29, 2022 via First Class

October 13, 2022 via Certified return receipt requested.

November 29, 2022 via Posted Notice.

DATE ON/BY WHICH VIOLATION TO BE CORRECTED: June 19, 2023

Deed of Restrictions Staff

June 06, 2023



400 Raven Dr. Must have 18 feet X 11 feet of unobstructed area (except for steps) left in carport.
01/20/2023



400 Raven Dr. Must have 18 feet X 11 feet of unobstructed area (except for steps) left in carport.
12/16/2022

**BAREFOOT BAY RECREATION DISTRICT
BREVARD COUNTY, FLORIDA
NOTICE OF HEARING
OF
BOARD OF TRUSTEES**

Notice is hereby given that a **Hearing** will be conducted before the Barefoot Bay Board of Trustees at **01:00 PM** on **June 27, 2023** at **1225 Barefoot Boulevard, Building D&E, Barefoot Bay, Florida.**

The purpose of this **Hearing** will be to consider the Recommended Order of the Violations Committee to the Board of Trustees for your Case.

The Board shall not conduct a full de novo quasi-judicial hearing on the violation, but shall consider the Finding of Fact and Recommended Order issued by the Violations Committee. The owner may not present new or additional evidence, but shall be given an opportunity to be heard. If the Board of Trustees concurs with the Violation Committee that a violation has been established, the Board of Trustees shall have the authority to bring an action for injunctive or other appropriate legal or equitable relief in a court of competent jurisdiction in Brevard County, Florida to remedy the violation. If the Board of Trustees brings any such legal action to enforce the Deed of Restrictions and is deemed to be the prevailing party in such action, the Board of Trustees shall be entitled to an award of attorney's fees and court costs incident to bringing such action.

IF ANY INDIVIDUAL WISHES TO APPEAL ANY DECISION MADE BY THE BOARD OF TRUSTEES WITH RESPECT TO ANY MATTER CONSIDERED AT THIS MEETING, A VERBATIM RECORD OF THE PROCEEDING WILL BE REQUIRED, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS BASED SUCH PERSON MUST PROVIDE A COURT REPORTER, COURT STENOGRAPHER OR OTHER METHOD ACCEPTABLE TO A COURT OF LAW TO PROVIDE FOR SUCH VERBATIM RECORD; THE DISTRICT DOES NOT PROVIDE SUCH RECORD (FS 286.0105).

THIS IS A PUBLIC MEETING. ALL INTERESTED PARTIES MAY ATTEND. THE FACILITY WHEREIN THIS PUBLIC MEETING WILL BE HELD IS ACCESSIBLE TO THE PHYSICALLY HANDICAPPED. IN ACCORDANCE WITH AMERICAN DISABILITIES ACT, PERSONS NEEDING ASSISTANCE TO PARTICIPATE IN ANY OF THESE PROCEEDINGS SHOULD CONTACT THE DEED OF RESTRICTIONS ENFORCEMENT OFFICE AT 772-664-3141.

June 06, 2023

Deed of Restrictions STAFF

**BAREFOOT BAY BOARD OF TRUSTEES
BREVARD COUNTY, FLORIDA**

BAREFOOT BAY RECREATION DISTRICT

Petitioner

Vs

Case no. 22-002191

#0986 / 22-002191

WOODLAND, LINDA T ESTATE,
C/O TAUBL, JOHN LIFE ESTATE 400 RAVEN DRIVE
BAREFOOT BAY, FL 32976

Respondent(s),

RE: 400 RAVEN DRIVE
Barefoot Bay, FL 32976

AFFIDAVIT OF NOTICES

STATE OF FLORIDA
COUNTY OF BREVARD

BEFORE ME, the undersigned authority, personally appeared, Deed of Restrictions Enforcement Officer Mary Barry for the Barefoot Bay Recreation District, who after being duly sworn deposes and says:

1. That on or about the _____ day of _____ 20____, a Statement of Violations and a Notice of Hearing was mailed to the respondent at the above address by **First Class mail**.
2. That on or about the _____ day of _____ 20____, a Statement of Violations and a Notice of Hearing was mailed to the above respondent by **Certified mail**, certified with electronic delivery confirmation, a copy of which is attached hereto.
3. That on or about the _____ day of _____ 20____, a Statement of Violations and a Notice of Hearing was **Posted** at the above referenced address a copy of which is attached hereto.
4. That on or about the _____ day of _____ 20____, a Statement of Violations and a Notice of Hearing was emailed to the Mortgage Servicer for above referenced address, a copy of which is attached hereto.

FURTHER AFFIANT SAYETH NOT.

Dated this _____ day of _____ 20____.



Mary Barry, DOR Inspector

The Foregoing instrument was acknowledged before me on _____ day of _____ 20____ by Mary Barry, who is personally known to me and did take an oath.

Notary Public
State of Florida at Large

Board of Trustees

Date: Tuesday, June 27, 2023
Title: **DOR Violation 22-000072 400 Raven Drive**
Section & Item: 11.F.iii
Department: Resident Relations, DOR
Fiscal Impact: N/A
Contact:
Attachments: BOT Statement of Violation 22-000072
Reviewed by General Counsel: No
Approved by: Kent Cichon, Community Manager



Requested Action by BOT

Review the violation and make a referral to General Counsel Olsen.

Background and Summary Information

ARTICLE III, SECT. 2 (C) (D) - Condition of Prop. (C) Unauthorized items

The first violation occurred on January 6, 2022. Since the first violation, 18 follow ups and 23 photos have been completed. Presented and found in violation by the Violation Committee on June 11, 2022. The staff have signed Affidavit of Notices and attached photos. The Respondent has been notified by First Class Mail, Certified Mail and the Property posted.

Staff recommends that the BOT refer this violation to General Counsel Olsen for legal action, equitable or other appropriate action with failure to comply. If the BOT brings any such action to enforce the DOR, the charge for such action shall be charged to the Respondents' account and shall constitute a lien.

**BAREFOOT BAY BOARD OF TRUSTEES
BREVARD COUNTY, FLORIDA**

BAREFOOT BAY RECREATION DISTRICT

Petitioner

Vs

Case no. 22-000072

#986/ 22-000072

WOODLAND, LINDA T ESTATE

C/O TAUBL, JOHN LIFE ESTATE 400 RAVEN DRIVE

BAREFOOT BAY, FL 32976

Respondent(s),

STATEMENT OF VIOLATION

PURSUANT to the Article(s) listed below, of the Barefoot Bay Deed of Restrictions, the undersigned DOR Enforcement Officer hereby gives notice of a violation or violations of the Deed of Restrictions of the Barefoot Bay Recreation District, described herein.

SECTION(S) OF DEED OF RESTRICTION VIOLATION(S)

- **ARTICLE III, SECT. 2 (C) (D) Condition of Prop. (C) Unauthorized items**

(C) The lawn, landscaped areas, driveways and carports on each lot shall be kept free of all items of personal property except for customary outdoor items such as exterior patio or porch furniture, golf carts, vehicles, and barbecue grills. The intent of this requirement is to prohibit the accumulation and/or storage of items such as indoor furniture, automotive parts, cartons, boxes, debris and similar property which causes an unsightly appearance or nuisance if left on or about the exterior of a home.

(D) In the event that any lawn, landscaped areas, driveway, carport or home is not maintained in compliance with the requirements of Section 2, Section 10, or Section 11 of Article III, the Recreation District shall have the right to enter upon the lot and take any action reasonably necessary to cause the home and lot to come into compliance with the requirement of subsections (A), (B), (C) of Section 2, Section 10, or Section 11 of Article III. The expense of such action shall be billed by the Recreation District to the owner, shall be a personal obligation of the owner, and shall be paid by the owner within thirty days after the owner is provided with written notice of such expenses. If payment is not made within the said thirty day period, the expense in question shall become a lien upon the said lot until paid, which lien shall have priority as of the date of recording of a notice thereof in the public records of Brevard county; provided, however, such lien shall not be superior to the lien for county taxes of the lien for the Recreation District's assessments and maintenance fees. The sum so due to the Recreation District may be collected by either an action of law, or the Recreation District shall have the right at its discretion to proceed to foreclose the above -described lien. In the event of such litigation, the Recreation District shall have the right to recover the costs thereof including a reasonable attorney's fee.

LOCATION/ADDRESS WHERE VIOLATION EXISTS

Block # 85.C Lot # 6

400 RAVEN DRIVE

BAREFOOT BAY, FL 32976

DESCRIPTION OF VIOLATION(s): Unapproved items/ Must be removed.

DATE OF VIOLATION FIRST OBSERVED: Jan 06, 2022

DATE OF OWNER/PERSON IN CHARGE GIVEN NOTICE OF VIOLATION:

May 25, 2022 via First Class

May 25, 2022 via Certified return receipt requested.

via Posted Notice.

DATE ON/BY WHICH VIOLATION TO BE CORRECTED: June 19, 2023

Deed of Restrictions Staff

June 06, 2023



400 Raven Dr. Unapproved items/ Must be removed.
06/02/2023



400 Raven Dr. Unapproved items/ Must be removed.
02/07/2023

**BAREFOOT BAY RECREATION DISTRICT
BREVARD COUNTY, FLORIDA
NOTICE OF HEARING
OF
BOARD OF TRUSTEES**

Notice is hereby given that a **Hearing** will be conducted before the Barefoot Bay Board of Trustees at **01:00 PM on June 27, 2023** at **1225 Barefoot Boulevard, Building D&E, Barefoot Bay, Florida.**

The purpose of this **Hearing** will be to consider the Recommended Order of the Violations Committee to the Board of Trustees for your Case.

The Board shall not conduct a full de novo quasi-judicial hearing on the violation, but shall consider the Finding of Fact and Recommended Order issued by the Violations Committee. The owner may not present new or additional evidence, but shall be given an opportunity to be heard. If the Board of Trustees concurs with the Violation Committee that a violation has been established, the Board of Trustees shall have the authority to bring an action for injunctive or other appropriate legal or equitable relief in a court of competent jurisdiction in Brevard County, Florida to remedy the violation. If the Board of Trustees brings any such legal action to enforce the Deed of Restrictions and is deemed to be the prevailing party in such action, the Board of Trustees shall be entitled to an award of attorney's fees and court costs incident to bringing such action.

IF ANY INDIVIDUAL WISHES TO APPEAL ANY DECISION MADE BY THE BOARD OF TRUSTEES WITH RESPECT TO ANY MATTER CONSIDERED AT THIS MEETING, A VERBATIM RECORD OF THE PROCEEDING WILL BE REQUIRED, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS BASED SUCH PERSON MUST PROVIDE A COURT REPORTER, COURT STENOGRAPHER OR OTHER METHOD ACCEPTABLE TO A COURT OF LAW TO PROVIDE FOR SUCH VERBATIM RECORD; THE DISTRICT DOES NOT PROVIDE SUCH RECORD (FS 286.0105).

THIS IS A PUBLIC MEETING. ALL INTERESTED PARTIES MAY ATTEND. THE FACILITY WHEREIN THIS PUBLIC MEETING WILL BE HELD IS ACCESSIBLE TO THE PHYSICALLY HANDICAPPED. IN ACCORDANCE WITH AMERICAN DISABILITIES ACT, PERSONS NEEDING ASSISTANCE TO PARTICIPATE IN ANY OF THESE PROCEEDINGS SHOULD CONTACT THE DEED OF RESTRICTIONS ENFORCEMENT OFFICE AT 772-664-3141.

June 06, 2023

Deed of Restrictions STAFF

**BAREFOOT BAY BOARD OF TRUSTEES
BREVARD COUNTY, FLORIDA**

BAREFOOT BAY RECREATION DISTRICT

Petitioner

Vs

Case no. 22-000072

#986 / 22-000072

WOODLAND, LINDA T ESTATE,
C/O TAUBL, JOHN LIFE ESTATE 400 RAVEN DRIVE
BAREFOOT BAY, FL 32976

Respondent(s),

**RE: 400 RAVEN DRIVE
Barefoot Bay, FL 32976**

AFFIDAVIT OF NOTICES

STATE OF FLORIDA
COUNTY OF BREVARD

BEFORE ME, the undersigned authority, personally appeared, Deed of Restrictions Enforcement Officer Mary Barry for the Barefoot Bay Recreation District, who after being duly sworn deposes and says:

1. That on or about the _____ day of _____ 20____, a Statement of Violations and a Notice of Hearing was mailed to the respondent at the above address by **First Class mail**.
2. That on or about the _____ day of _____ 20____, a Statement of Violations and a Notice of Hearing was mailed to the above respondent by **Certified mail**, certified with electronic delivery confirmation, a copy of which is attached hereto.
3. That on or about the _____ day of _____ 20____, a Statement of Violations and a Notice of Hearing was **Posted** at the above referenced address a copy of which is attached hereto.
4. That on or about the _____ day of _____ 20____, a Statement of Violations and a Notice of Hearing was emailed to the Mortgage Servicer for above referenced address, a copy of which is attached hereto.

FURTHER AFFIANT SAYETH NOT.

Dated this _____ day of _____ 20____.



Mary Barry, DOR Inspector

The Foregoing instrument was acknowledged before me on _____ day of _____ 20____ by Mary Barry, who is personally known to me and did take an oath.

Notary Public
State of Florida at Large

Board of Trustees Meeting Agenda Memo

Date: Tuesday, June 27, 2023
Title: **DOR Violation 21-001035 453 Egret Circle**
Section & Item: 11.F.iv
Department: Resident Relations, DOR
Fiscal Impact: N/A
Contact: Richard Armington, Resident Relations Manager, Kent Cichon, Community Manager
Attachments: BOT Statement of Violation 21-001035
Reviewed by General Counsel: No
Approved by: Kent Cichon, Community Manager



Requested Action by BOT

Review the violation and make a referral to General Counsel Olsen.

Background and Summary Information

ARTICLE III, SECT.10 and SECT. 2(D) - Condition of Skirting

The first violation occurred on May 20, 2021. Since the first violation, 17 follow ups and 19 photos have been completed. Presented and found in violation by the Violation Committee on June 11, 2022. The staff have signed Affidavit of Notices and attached photos. The Respondent has been notified by First Class Mail, Certified Mail and the Property posted.

Staff recommends that the BOT refer this violation to the General Counsel Olsen for legal action, equitable or other appropriate action with failure to comply. If the BOT brings any such action to enforce the DOR, the charge for such action shall be charged to the Respondents' account and shall constitute a lien.

**BAREFOOT BAY BOARD OF TRUSTEES
BREVARD COUNTY, FLORIDA**

BAREFOOT BAY RECREATION DISTRICT

Petitioner

Vs

Case no. 21-001035

#3774/ 21-001035

TAYLOR, MARIA ELENA

453 EGRET CIR

BAREFOOT BAY, FL 32976

Respondent(s),

STATEMENT OF VIOLATION

PURSUANT to the Article(s) listed below, of the Barefoot Bay Deed of Restrictions, the undersigned DOR Enforcement Officer hereby gives notice of a violation or violations of the Deed of Restrictions of the Barefoot Bay Recreation District, described herein.

SECTION(S) OF DEED OF RESTRICTION VIOLATION(S)

- **ARTICLE III, SECT.10 and SECT. 2(D) Condition of Skirting**

(10) The skirting material on all manufactured or modular homes shall be maintained at all times so that such skirting remains in substantially the same condition as when it was newly installed. No gaps or openings will be permitted to exist. Vents are to be maintained in good condition.

(D) In the event that any lawn, landscaped areas, driveway, carport or home is not maintained in compliance with the requirements of Section 2, Section 10, or Section 11 of Article III, the Recreation District shall have the right to enter upon the lot and take any action reasonably necessary to cause the home and lot to come into compliance with the requirement of subsections (A), (B), (C) of Section 2, Section 10, or Section 11 of Article III. The expense of such action shall be billed by the Recreation District to the owner, shall be a personal obligation of the owner, and shall be paid by the owner within thirty days after the owner is provided with written notice of such expenses. If payment is not made within the said thirty day period, the expense in question shall become a lien upon the said lot until paid, which lien shall have priority as of the date of recording of a notice thereof in the public records of Brevard county; provided, however, such lien shall not be superior to the lien for county taxes or the lien for the Recreation District's assessments and maintenance fees. The sum so due to the Recreation District may be collected by either an action of law, or the Recreation District shall have the right at its discretion to proceed to foreclose the above -described lien. In the event of such litigation, the Recreation District shall have the right to recover the costs thereof including a reasonable attorney's fee.

LOCATION/ADDRESS WHERE VIOLATION EXISTS

Block # 86 Lot # 27

453 EGRET CIRCLE

BAREFOOT BAY, FL 32976

DESCRIPTION OF VIOLATION(s): Skirting needs to be replaced / repaired. BBRD ARCC permit required.

DATE OF VIOLATION FIRST OBSERVED: May 20, 2021

DATE OF OWNER/PERSON IN CHARGE GIVEN NOTICE OF VIOLATION:

May 20, 2021 via First Class

June 01, 2021 via Certified return receipt requested.

via Posted Notice.

DATE ON/BY WHICH VIOLATION TO BE CORRECTED: June 19, 2023

Deed of Restrictions Staff

June 06, 2023



453 egret skirting needs to be replaced
05/23/2023



453 egret skirting needs to be replaced
04/20/2023

**BAREFOOT BAY RECREATION DISTRICT
BREVARD COUNTY, FLORIDA
NOTICE OF HEARING
OF
BOARD OF TRUSTEES**

Notice is hereby given that a **Hearing** will be conducted before the Barefoot Bay Board of Trustees at **01:00 PM** on **June 27, 2023** at **1225 Barefoot Boulevard, Building D&E, Barefoot Bay, Florida.**

The purpose of this **Hearing** will be to consider the Recommended Order of the Violations Committee to the Board of Trustees for your Case.

The Board shall not conduct a full de novo quasi-judicial hearing on the violation, but shall consider the Finding of Fact and Recommended Order issued by the Violations Committee. The owner may not present new or additional evidence, but shall be given an opportunity to be heard. If the Board of Trustees concurs with the Violation Committee that a violation has been established, the Board of Trustees shall have the authority to bring an action for injunctive or other appropriate legal or equitable relief in a court of competent jurisdiction in Brevard County, Florida to remedy the violation. If the Board of Trustees brings any such legal action to enforce the Deed of Restrictions and is deemed to be the prevailing party in such action, the Board of Trustees shall be entitled to an award of attorney's fees and court costs incident to bringing such action.

IF ANY INDIVIDUAL WISHES TO APPEAL ANY DECISION MADE BY THE BOARD OF TRUSTEES WITH RESPECT TO ANY MATTER CONSIDERED AT THIS MEETING, A VERBATIM RECORD OF THE PROCEEDING WILL BE REQUIRED, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS BASED SUCH PERSON MUST PROVIDE A COURT REPORTER, COURT STENOGRAPHER OR OTHER METHOD ACCEPTABLE TO A COURT OF LAW TO PROVIDE FOR SUCH VERBATIM RECORD; THE DISTRICT DOES NOT PROVIDE SUCH RECORD (FS 286.0105).

THIS IS A PUBLIC MEETING. ALL INTERESTED PARTIES MAY ATTEND. THE FACILITY WHEREIN THIS PUBLIC MEETING WILL BE HELD IS ACCESSIBLE TO THE PHYSICALLY HANDICAPPED. IN ACCORDANCE WITH AMERICAN DISABILITIES ACT, PERSONS NEEDING ASSISTANCE TO PARTICIPATE IN ANY OF THESE PROCEEDINGS SHOULD CONTACT THE DEED OF RESTRICTIONS ENFORCEMENT OFFICE AT 772-664-3141.

June 06, 2023

Deed of Restrictions STAFF

**BAREFOOT BAY BOARD OF TRUSTEES
BREVARD COUNTY, FLORIDA**

BAREFOOT BAY RECREATION DISTRICT

Petitioner

Vs

Case no. 21-001035

#3774 / 21-001035

TAYLOR, MARIA ELENA,

453 EGRET CIR

BAREFOOT BAY, FL 32976

Respondent(s),

**RE: 453 EGRET CIRCLE
Barefoot Bay, FL 32976**

AFFIDAVIT OF NOTICES

STATE OF FLORIDA
COUNTY OF BREVARD

BEFORE ME, the undersigned authority, personally appeared, Deed of Restrictions Enforcement Officer James Trevelino for the Barefoot Bay Recreation District, who after being duly sworn deposes and says:

1. That on or about the _____ day of _____ 20____, a Statement of Violations and a Notice of Hearing was mailed to the respondent at the above address by **First Class mail**.
2. That on or about the _____ day of _____ 20____, a Statement of Violations and a Notice of Hearing was mailed to the above respondent by **Certified mail**, certified with electronic delivery confirmation, a copy of which is attached hereto.
3. That on or about the _____ day of _____ 20____, a Statement of Violations and a Notice of Hearing was **Posted** at the above referenced address a copy of which is attached hereto.
4. That on or about the _____ day of _____ 20____, a Statement of Violations and a Notice of Hearing was emailed to the Mortgage Servicer for above referenced address, a copy of which is attached hereto.

FURTHER AFFIANT SAYETH NOT.

Dated this _____ day of _____ 20____.



James Trevelino, DOR Inspector

The Foregoing instrument was acknowledged before me on _____ day of _____ 20____ by James Trevelino, who is personally known to me and did take an oath.

Notary Public
State of Florida at Large

Board of Trustees Meeting Agenda Memo

Date: Tuesday, June 27, 2023
Title: **DOR Violation 23-000430 453 Egret Circle**
Section & Item: 11.F.v
Department: Resident Relations, DOR
Fiscal Impact: N/A
Contact: Richard Armington, Resident Relations Manager, Kent Cichon, Community Manager
Attachments: BOT Statement of Violation 23-000430
Reviewed by General Counsel: No
Approved by: Kent Cichon, Community Manager



Requested Action by BOT

Review the violation and make a referral to General Counsel Olsen.

Background and Summary Information

ARTICLE II, SECT. 2 A - ARCC No Permit/Work Started

The first violation occurred on February 28, 2023. Since the first violation, 6 follow ups and 6 photos have been completed. Presented and found in violation by the Violation Committee on March 24, 2023. The staff have signed Affidavit of Notices and attached photos. The Respondent has been notified by First Class Mail, Certified Mail and the Property posted.

Staff recommends that the BOT refer this violation to the General Counsel Olsen for legal action, equitable or other appropriate action with failure to comply. If the BOT brings any such action to enforce the DOR, the charge for such action shall be charged to the Respondents' account and shall constitute a lien.

**BAREFOOT BAY BOARD OF TRUSTEES
BREVARD COUNTY, FLORIDA**

BAREFOOT BAY RECREATION DISTRICT

Petitioner

Vs

Case no. 23-000430

#3774/ 23-000430

TAYLOR, MARIA ELENA

453 EGRET CIR

BAREFOOT BAY, FL 32976

Respondent(s),

STATEMENT OF VIOLATION

PURSUANT to the Article(s) listed below, of the Barefoot Bay Deed of Restrictions, the undersigned DOR Enforcement Officer hereby gives notice of a violation or violations of the Deed of Restrictions of the Barefoot Bay Recreation District, described herein.

SECTION(S) OF DEED OF RESTRICTION VIOLATION(S)

• **ARTICLE II, SECT. 2 A ARCC No Permit/Work Started**

Section 2 (A) When submitting an ARCC permit after the work has begun, the property owner must personally appear at the next scheduled ARCC meeting to have their application reviewed by the Committee.

No building or other structure shall be erected or placed on any Lot, nor shall the exterior of any such building or structure or the driveways or parking areas serving such building or structure be altered in any way unless and until two sets of the complete building plans, two sets of complete specifications and two copies of a plot plan have been submitted to the ARCC and approved by it in writing. An application for such approval shall demonstrate to the satisfaction of the ARCC that: 1. The said building or other structure complies in all respects with the Provisions of this instrument; and 2. The said building or other structure is in conformity and harmony with such written rules as may from time to time be adopted by the ARCC. The ARCC's approval of the said plan specifications and plot plans shall be evidenced by the signature of its Chairman or Vice-Chairman on the plans, specifications and plot plans submitted by an applicant. One set of approved plan shall be returned to the applicant and the other shall be retained by the ARCC among its permanent records. In the event the ARCC fails to approve or disapprove an application within thirty (30) Days after the complete application has been submitted to the ARCC, the ARCC shall be deemed to have approved the application in all respects. The ARCC shall have the authority to promulgate regulations relating to all construction and landscaping for lots within Barefoot Bay. Such regulations may, without formal amendment of this Deed of Restrictions, be created, amended, modified, altered or changed by a majority vote of the ARCC, provided, however, that notice of any such amendment, modification, alteration or change to the regulations shall be given in writing to the Recreation District as soon as practicable after adoption thereof by the ARCC. A copy of any such amendment, modification, alteration or change to such a regulation shall be maintained in the offices of the Recreation District and shall be made available on request to any interested party upon payment of a reasonable copying fee. In the event that a dispute arises in the interpretation by the ARCC of any requirement of this Article or of the regulations provided for herein above, such dispute shall be resolved by a majority vote of the Recreation District, whose decision shall be final and binding.

LOCATION/ADDRESS WHERE VIOLATION EXISTS

Block # 86 Lot # 27

453 EGRET CIRCLE

BAREFOOT BAY, FL 32976

DESCRIPTION OF VIOLATION(s): House repairs /no ARCC permit: Need to submit a permit.

DATE OF VIOLATION FIRST OBSERVED: Feb 28, 2023

DATE OF OWNER/PERSON IN CHARGE GIVEN NOTICE OF VIOLATION:

February 28, 2023 via First Class

via Certified return receipt requested.

via Posted Notice.

DATE ON/BY WHICH VIOLATION TO BE CORRECTED: June 19, 2023

Deed of Restrictions Staff

June 06, 2023



453 egret House repairs /no ARCC permit: Need to submit a permit.
05/04/2023



453 egret House repairs /no ARCC permit: Need to submit a permit.
03/21/2023

**BAREFOOT BAY RECREATION DISTRICT
BREVARD COUNTY, FLORIDA
NOTICE OF HEARING
OF
BOARD OF TRUSTEES**

Notice is hereby given that a **Hearing** will be conducted before the Barefoot Bay Board of Trustees at **01:00 PM** on **June 27, 2023** at **1225 Barefoot Boulevard, Building D&E, Barefoot Bay, Florida.**

The purpose of this **Hearing** will be to consider the Recommended Order of the Violations Committee to the Board of Trustees for your Case.

The Board shall not conduct a full de novo quasi-judicial hearing on the violation, but shall consider the Finding of Fact and Recommended Order issued by the Violations Committee. The owner may not present new or additional evidence, but shall be given an opportunity to be heard. If the Board of Trustees concurs with the Violation Committee that a violation has been established, the Board of Trustees shall have the authority to bring an action for injunctive or other appropriate legal or equitable relief in a court of competent jurisdiction in Brevard County, Florida to remedy the violation. If the Board of Trustees brings any such legal action to enforce the Deed of Restrictions and is deemed to be the prevailing party in such action, the Board of Trustees shall be entitled to an award of attorney's fees and court costs incident to bringing such action.

IF ANY INDIVIDUAL WISHES TO APPEAL ANY DECISION MADE BY THE BOARD OF TRUSTEES WITH RESPECT TO ANY MATTER CONSIDERED AT THIS MEETING, A VERBATIM RECORD OF THE PROCEEDING WILL BE REQUIRED, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS BASED SUCH PERSON MUST PROVIDE A COURT REPORTER, COURT STENOGRAPHER OR OTHER METHOD ACCEPTABLE TO A COURT OF LAW TO PROVIDE FOR SUCH VERBATIM RECORD; THE DISTRICT DOES NOT PROVIDE SUCH RECORD (FS 286.0105).

THIS IS A PUBLIC MEETING. ALL INTERESTED PARTIES MAY ATTEND. THE FACILITY WHEREIN THIS PUBLIC MEETING WILL BE HELD IS ACCESSIBLE TO THE PHYSICALLY HANDICAPPED. IN ACCORDANCE WITH AMERICAN DISABILITIES ACT, PERSONS NEEDING ASSISTANCE TO PARTICIPATE IN ANY OF THESE PROCEEDINGS SHOULD CONTACT THE DEED OF RESTRICTIONS ENFORCEMENT OFFICE AT 772-664-3141.

June 06, 2023

Deed of Restrictions STAFF

**BAREFOOT BAY BOARD OF TRUSTEES
BREVARD COUNTY, FLORIDA**

BAREFOOT BAY RECREATION DISTRICT

Petitioner

Vs

Case no. 23-000430

#3774 / 23-000430

TAYLOR, MARIA ELENA,

453 EGRET CIR

BAREFOOT BAY, FL 32976

Respondent(s),

RE: 453 EGRET CIRCLE
Barefoot Bay, FL 32976

AFFIDAVIT OF NOTICES

STATE OF FLORIDA
COUNTY OF BREVARD

BEFORE ME, the undersigned authority, personally appeared, Deed of Restrictions Enforcement Officer James Trevelino for the Barefoot Bay Recreation District, who after being duly sworn deposes and says:

1. That on or about the _____ day of _____ 20____, a Statement of Violations and a Notice of Hearing was mailed to the respondent at the above address by **First Class mail**.
2. That on or about the _____ day of _____ 20____, a Statement of Violations and a Notice of Hearing was mailed to the above respondent by **Certified mail**, certified with electronic delivery confirmation, a copy of which is attached hereto.
3. That on or about the _____ day of _____ 20____, a Statement of Violations and a Notice of Hearing was **Posted** at the above referenced address a copy of which is attached hereto.
4. That on or about the _____ day of _____ 20____, a Statement of Violations and a Notice of Hearing was emailed to the Mortgage Servicer for above referenced address, a copy of which is attached hereto.

FURTHER AFFIANT SAYETH NOT.

Dated this _____ day of _____ 20____.



James Trevelino, DOR Inspector

The Foregoing instrument was acknowledged before me on _____ day of _____ 20____ by James Trevelino, who is personally known to me and did take an oath.

Notary Public
State of Florida at Large

Board of Trustees Meeting Agenda Memo

Date: Tuesday, June 27, 2023
Title: **DOR Violation 23-000760 808 Waterway Drive**
Section & Item: 11.F.vi
Department: Resident Relations, DOR
Fiscal Impact: N/A
Contact: Richard Armington, Resident Relations Manager, Kent Cichon, Community Manager
Attachments: BOT Statement of Violation 23-000760
Reviewed by General Counsel: No
Approved by: Kent Cichon, Community Manager



Requested Action by BOT

Review the violation and make a referral to General Counsel Olsen.

Background and Summary Information

ARTICLE III, SECT. 2 (C) (D) - Condition of Prop. (C) Unauthorized items

The first violation occurred on April 5, 2023. Since the first violation, 6 follow ups and 6 photos have been completed. Presented and found in violation by the Violation Committee on May 12, 2023. The staff have signed Affidavit of Notices and attached photos. The Respondent has been notified by First Class Mail, Certified Mail and the Property posted.

Staff recommends that the BOT refer this violation to General Counsel Olsen for legal action, equitable or other appropriate action with failure to comply. If the BOT brings any such action to enforce the DOR, the charge for such action shall be charged to the Respondents' account and shall constitute a lien.

**BAREFOOT BAY BOARD OF TRUSTEES
BREVARD COUNTY, FLORIDA**

BAREFOOT BAY RECREATION DISTRICT

Petitioner

Vs

Case no. 23-000760

#3664/ 23-000760

SLATER, DELANA

808 WATERWAY DR

BAREFOOT BAY, FL 32976

Respondent(s),

STATEMENT OF VIOLATION

PURSUANT to the Article(s) listed below, of the Barefoot Bay Deed of Restrictions, the undersigned DOR Enforcement Officer hereby gives notice of a violation or violations of the Deed of Restrictions of the Barefoot Bay Recreation District, described herein.

SECTION(S) OF DEED OF RESTRICTION VIOLATION(S)

- **ARTICLE III, SECT. 2 (C) (D) Condition of Prop. (C) Unauthorized items**

(C) The lawn, landscaped areas, driveways and carports on each lot shall be kept free of all items of personal property except for customary outdoor items such as exterior patio or porch furniture, golf carts, vehicles, and barbecue grills. The intent of this requirement is to prohibit the accumulation and/or storage of items such as indoor furniture, automotive parts, cartons, boxes, debris and similar property which causes an unsightly appearance or nuisance if left on or about the exterior of a home.

(D) In the event that any lawn, landscaped areas, driveway, carport or home is not maintained in compliance with the requirements of Section 2, Section 10, or Section 11 of Article III, the Recreation District shall have the right to enter upon the lot and take any action reasonably necessary to cause the home and lot to come into compliance with the requirement of subsections (A), (B), (C) of Section 2, Section 10, or Section 11 of Article III. The expense of such action shall be billed by the Recreation District to the owner, shall be a personal obligation of the owner, and shall be paid by the owner within thirty days after the owner is provided with written notice of such expenses. If payment is not made within the said thirty day period, the expense in question shall become a lien upon the said lot until paid, which lien shall have priority as of the date of recording of a notice thereof in the public records of Brevard county; provided, however, such lien shall not be superior to the lien for county taxes of the lien for the Recreation District's assessments and maintenance fees. The sum so due to the Recreation District may be collected by either an action of law, or the Recreation District shall have the right at its discretion to proceed to foreclose the above -described lien. In the event of such litigation, the Recreation District shall have the right to recover the costs thereof including a reasonable attorney's fee.

LOCATION/ADDRESS WHERE VIOLATION EXISTS

Block # 125 Lot # 50

808 WATERWAY DRIVE

BAREFOOT BAY, FL 32976

DESCRIPTION OF VIOLATION(s): Unapproved items/Debris must be removed. (indoor furniture, etc.)

DATE OF VIOLATION FIRST OBSERVED: Apr 05, 2023

DATE OF OWNER/PERSON IN CHARGE GIVEN NOTICE OF VIOLATION:

via First Class

via Certified return receipt requested.

May 02, 2023 via Posted Notice.

DATE ON/BY WHICH VIOLATION TO BE CORRECTED: June 19, 2023

Deed of Restrictions Staff

June 06, 2023



808 Waterway Dr. Unapproved items/Debris must be removed.
05/31/2023



808 Waterway Dr. Unapproved items/Debris must be removed.
05/09/2023

**BAREFOOT BAY RECREATION DISTRICT
BREVARD COUNTY, FLORIDA
NOTICE OF HEARING
OF
BOARD OF TRUSTEES**

Notice is hereby given that a **Hearing** will be conducted before the Barefoot Bay Board of Trustees at **01:00 PM on June 27, 2023** at **1225 Barefoot Boulevard, Building D&E, Barefoot Bay, Florida.**

The purpose of this **Hearing** will be to consider the Recommended Order of the Violations Committee to the Board of Trustees for your Case.

The Board shall not conduct a full de novo quasi-judicial hearing on the violation, but shall consider the Finding of Fact and Recommended Order issued by the Violations Committee. The owner may not present new or additional evidence, but shall be given an opportunity to be heard. If the Board of Trustees concurs with the Violation Committee that a violation has been established, the Board of Trustees shall have the authority to bring an action for injunctive or other appropriate legal or equitable relief in a court of competent jurisdiction in Brevard County, Florida to remedy the violation. If the Board of Trustees brings any such legal action to enforce the Deed of Restrictions and is deemed to be the prevailing party in such action, the Board of Trustees shall be entitled to an award of attorney's fees and court costs incident to bringing such action.

IF ANY INDIVIDUAL WISHES TO APPEAL ANY DECISION MADE BY THE BOARD OF TRUSTEES WITH RESPECT TO ANY MATTER CONSIDERED AT THIS MEETING, A VERBATIM RECORD OF THE PROCEEDING WILL BE REQUIRED, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS BASED SUCH PERSON MUST PROVIDE A COURT REPORTER, COURT STENOGRAPHER OR OTHER METHOD ACCEPTABLE TO A COURT OF LAW TO PROVIDE FOR SUCH VERBATIM RECORD; THE DISTRICT DOES NOT PROVIDE SUCH RECORD (FS 286.0105).

THIS IS A PUBLIC MEETING. ALL INTERESTED PARTIES MAY ATTEND. THE FACILITY WHEREIN THIS PUBLIC MEETING WILL BE HELD IS ACCESSIBLE TO THE PHYSICALLY HANDICAPPED. IN ACCORDANCE WITH AMERICAN DISABILITIES ACT, PERSONS NEEDING ASSISTANCE TO PARTICIPATE IN ANY OF THESE PROCEEDINGS SHOULD CONTACT THE DEED OF RESTRICTIONS ENFORCEMENT OFFICE AT 772-664-3141.

June 06, 2023

Deed of Restrictions STAFF

**BAREFOOT BAY BOARD OF TRUSTEES
BREVARD COUNTY, FLORIDA**

BAREFOOT BAY RECREATION DISTRICT

Petitioner

Vs

Case no. 23-000760

#3664 / 23-000760

SLATER, DELANA,

808 WATERWAY DR

BAREFOOT BAY, FL 32976

Respondent(s),

**RE: 808 WATERWAY DRIVE
Barefoot Bay, FL 32976**

AFFIDAVIT OF NOTICES

STATE OF FLORIDA
COUNTY OF BREVARD

BEFORE ME, the undersigned authority, personally appeared, Deed of Restrictions Enforcement Officer Mary Barry for the Barefoot Bay Recreation District, who after being duly sworn deposes and says:

1. That on or about the _____ day of _____ 20____, a Statement of Violations and a Notice of Hearing was mailed to the respondent at the above address by **First Class mail**.
2. That on or about the _____ day of _____ 20____, a Statement of Violations and a Notice of Hearing was mailed to the above respondent by **Certified mail**, certified with electronic delivery confirmation, a copy of which is attached hereto.
3. That on or about the _____ day of _____ 20____, a Statement of Violations and a Notice of Hearing was **Posted** at the above referenced address a copy of which is attached hereto.
4. That on or about the _____ day of _____ 20____, a Statement of Violations and a Notice of Hearing was emailed to the Mortgage Servicer for above referenced address, a copy of which is attached hereto.

FURTHER AFFIANT SAYETH NOT.

Dated this _____ day of _____ 20____.



Mary Barry, DOR Inspector

The Foregoing instrument was acknowledged before me on _____ day of _____ 20____ by Mary Barry, who is personally known to me and did take an oath.

Notary Public
State of Florida at Large

Board of Trustees Meeting Agenda Memo

Date: Tuesday, June 27, 2023
Title: **DOR Violation 21-001729 337 Egret Circle**
Section & Item: 11.F.vii
Department: Resident Relations, DOR
Fiscal Impact: N/A
Contact: Richard Armington, Resident Relations Manager, Kent Cichon, Community Manager
Attachments: BOT Statement of Violation 21-001729
Reviewed by General Counsel: No
Approved by: Kent Cichon, Community Manager



Requested Action by BOT

Review the violation and make a referral to General Counsel Olsen.

Background and Summary Information

ARTICLE III, SECT. 2 (C) (D) - Condition of Prop. (C) Unauthorized items

The first violation occurred on August 10, 2021. Since the first violation, 22 follow ups and 23 photos have been completed. Presented and found in violation by the Violation Committee on October 08, 2021. The staff have signed Affidavit of Notices and attached photos. The Respondent has been notified by First Class Mail, Certified Mail and the Property posted.

Staff recommends that the BOT refer this violation to General Counsel Olsen for legal action, equitable or other appropriate action with failure to comply. If the BOT brings any such action to enforce the DOR, the charge for such action shall be charged to the Respondents' account and shall constitute a lien.

**BAREFOOT BAY BOARD OF TRUSTEES
BREVARD COUNTY, FLORIDA**

BAREFOOT BAY RECREATION DISTRICT

Petitioner

Vs

Case no. 21-001729

#222/ 21-001729

BARKER, JUDITH MARION

337 EGRET CIR

BAREFOOT BAY, FL 32976

Respondent(s),

STATEMENT OF VIOLATION

PURSUANT to the Article(s) listed below, of the Barefoot Bay Deed of Restrictions, the undersigned DOR Enforcement Officer hereby gives notice of a violation or violations of the Deed of Restrictions of the Barefoot Bay Recreation District, described herein.

SECTION(S) OF DEED OF RESTRICTION VIOLATION(S)

• **ARTICLE III, SECT. 2 (C) (D) Condition of Prop. (C) Unauthorized items**

(C) The lawn, landscaped areas, driveways and carports on each lot shall be kept free of all items of personal property except for customary outdoor items such as exterior patio or porch furniture, golf carts, vehicles, and barbecue grills. The intent of this requirement is to prohibit the accumulation and/or storage of items such as indoor furniture, automotive parts, cartons, boxes, debris and similar property which causes an unsightly appearance or nuisance if left on or about the exterior of a home.

(D) In the event that any lawn, landscaped areas, driveway, carport or home is not maintained in compliance with the requirements of Section 2, Section 10, or Section 11 of Article III, the Recreation District shall have the right to enter upon the lot and take any action reasonably necessary to cause the home and lot to come into compliance with the requirement of subsections (A), (B), (C) of Section 2, Section 10, or Section 11 of Article III. The expense of such action shall be billed by the Recreation District to the owner, shall be a personal obligation of the owner, and shall be paid by the owner within thirty days after the owner is provided with written notice of such expenses. If payment is not made within the said thirty day period, the expense in question shall become a lien upon the said lot until paid, which lien shall have priority as of the date of recording of a notice thereof in the public records of Brevard county; provided, however, such lien shall not be superior to the lien for county taxes of the lien for the Recreation District's assessments and maintenance fees. The sum so due to the Recreation District may be collected by either an action of law, or the Recreation District shall have the right at its discretion to proceed to foreclose the above -described lien. In the event of such litigation, the Recreation District shall have the right to recover the costs thereof including a reasonable attorney's fee.

LOCATION/ADDRESS WHERE VIOLATION EXISTS

Block # 102 Lot # 2

337 EGRET CIRCLE

BAREFOOT BAY, FL 32976

DESCRIPTION OF VIOLATION(s): Unapproved items in carport

DATE OF VIOLATION FIRST OBSERVED: Aug 10, 2021

DATE OF OWNER/PERSON IN CHARGE GIVEN NOTICE OF VIOLATION:

August 10, 2021 via First Class

via Certified return receipt requested.

via Posted Notice.

DATE ON/BY WHICH VIOLATION TO BE CORRECTED: June 19, 2023

Deed of Restrictions Staff

June 06, 2023



337 egret unapproved items
05/30/2023



337 egret unapproved items in carport
03/29/2023

**BAREFOOT BAY RECREATION DISTRICT
BREVARD COUNTY, FLORIDA
NOTICE OF HEARING
OF
BOARD OF TRUSTEES**

Notice is hereby given that a **Hearing** will be conducted before the Barefoot Bay Board of Trustees at **01:00 PM** on **June 27, 2023** at **1225 Barefoot Boulevard, Building D&E, Barefoot Bay, Florida**.

The purpose of this **Hearing** will be to consider the Recommended Order of the Violations Committee to the Board of Trustees for your Case.

The Board shall not conduct a full de novo quasi-judicial hearing on the violation, but shall consider the Finding of Fact and Recommended Order issued by the Violations Committee. The owner may not present new or additional evidence, but shall be given an opportunity to be heard. If the Board of Trustees concurs with the Violation Committee that a violation has been established, the Board of Trustees shall have the authority to bring an action for injunctive or other appropriate legal or equitable relief in a court of competent jurisdiction in Brevard County, Florida to remedy the violation. If the Board of Trustees brings any such legal action to enforce the Deed of Restrictions and is deemed to be the prevailing party in such action, the Board of Trustees shall be entitled to an award of attorney's fees and court costs incident to bringing such action.

IF ANY INDIVIDUAL WISHES TO APPEAL ANY DECISION MADE BY THE BOARD OF TRUSTEES WITH RESPECT TO ANY MATTER CONSIDERED AT THIS MEETING, A VERBATIM RECORD OF THE PROCEEDING WILL BE REQUIRED, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS BASED SUCH PERSON MUST PROVIDE A COURT REPORTER, COURT STENOGRAPHER OR OTHER METHOD ACCEPTABLE TO A COURT OF LAW TO PROVIDE FOR SUCH VERBATIM RECORD; THE DISTRICT DOES NOT PROVIDE SUCH RECORD (FS 286.0105).

THIS IS A PUBLIC MEETING. ALL INTERESTED PARTIES MAY ATTEND. THE FACILITY WHEREIN THIS PUBLIC MEETING WILL BE HELD IS ACCESSIBLE TO THE PHYSICALLY HANDICAPPED. IN ACCORDANCE WITH AMERICAN DISABILITIES ACT, PERSONS NEEDING ASSISTANCE TO PARTICIPATE IN ANY OF THESE PROCEEDINGS SHOULD CONTACT THE DEED OF RESTRICTIONS ENFORCEMENT OFFICE AT 772-664-3141.

June 06, 2023

Deed of Restrictions STAFF

**BAREFOOT BAY BOARD OF TRUSTEES
BREVARD COUNTY, FLORIDA**

BAREFOOT BAY RECREATION DISTRICT

Petitioner

Vs

Case no. 21-001729

#222 / 21-001729

BARKER, JUDITH MARION,

337 EGRET CIR

BAREFOOT BAY, FL 32976

Respondent(s),

**RE: 337 EGRET CIRCLE
Barefoot Bay, FL 32976**

AFFIDAVIT OF NOTICES

STATE OF FLORIDA
COUNTY OF BREVARD

BEFORE ME, the undersigned authority, personally appeared, Deed of Restrictions Enforcement Officer James Trevelino for the Barefoot Bay Recreation District, who after being duly sworn deposes and says:

1. That on or about the _____ day of _____ 20____, a Statement of Violations and a Notice of Hearing was mailed to the respondent at the above address by **First Class mail**.
2. That on or about the _____ day of _____ 20____, a Statement of Violations and a Notice of Hearing was mailed to the above respondent by **Certified mail**, certified with electronic delivery confirmation, a copy of which is attached hereto.
3. That on or about the _____ day of _____ 20____, a Statement of Violations and a Notice of Hearing was **Posted** at the above referenced address a copy of which is attached hereto.
4. That on or about the _____ day of _____ 20____, a Statement of Violations and a Notice of Hearing was emailed to the Mortgage Servicer for above referenced address, a copy of which is attached hereto.

FURTHER AFFIANT SAYETH NOT.

Dated this _____ day of _____ 20____.



James Trevelino, DOR Inspector

The Foregoing instrument was acknowledged before me on _____ day of _____ 20____ by James Trevelino, who is personally known to me and did take an oath.

Notary Public
State of Florida at Large

Board of Trustees Meeting Agenda Memo

Date: Tuesday, June 27, 2023
Title: **DOR Violation 22-003369 309 Avocado Drive**
Section & Item: 11.F.viii
Department: Resident Relations, DOR
Fiscal Impact: N/A
Contact: Richard Armington, Resident Relations Manager, Kent Cichon, Community Manager
Attachments: BOT Statement of Violation 22-003369
Reviewed by General Counsel: No
Approved by: Kent Cichon, Community Manager



Requested Action by BOT

Review the violation and make a referral to General Counsel Olsen

Background and Summary Information

ARTICLE III, SECT.10 and SECT. 2(D) - Condition of Skirting

The first violation occurred on December 21, 2022. Since the first violation, 10 follow ups and 10 photos have been completed. Presented and found in violation by the Violation Committee on February 10, 2022. The staff have signed Affidavit of Notices and attached photos. The Respondent has been notified by First Class Mail, Certified Mail and the Property posted.

Staff recommends that the BOT refer this violation to the General Counsel Olsen for legal action, equitable or other appropriate action with failure to comply. If the BOT brings any such action to enforce the DOR, the charge for such action shall be charged to the Respondents' account and shall constitute a lien.

**BAREFOOT BAY BOARD OF TRUSTEES
BREVARD COUNTY, FLORIDA**

BAREFOOT BAY RECREATION DISTRICT

Petitioner

Vs

Case no. 22-003369

#4066/ 22-003369

LECLERC, ROGER LAWRENCE

309 AVOCADO DR

BAREFOOT BAY, FL 32976

Respondent(s),

STATEMENT OF VIOLATION

PURSUANT to the Article(s) listed below, of the Barefoot Bay Deed of Restrictions, the undersigned DOR Enforcement Officer hereby gives notice of a violation or violations of the Deed of Restrictions of the Barefoot Bay Recreation District, described herein.

SECTION(S) OF DEED OF RESTRICTION VIOLATION(S)

- **ARTICLE III, SECT.10 and SECT. 2(D) Condition of Skirting**

(10) The skirting material on all manufactured or modular homes shall be maintained at all times so that such skirting remains in substantially the same condition as when it was newly installed. No gaps or openings will be permitted to exist. Vents are to be maintained in good condition.

(D) In the event that any lawn, landscaped areas, driveway, carport or home is not maintained in compliance with the requirements of Section 2, Section 10, or Section 11 of Article III, the Recreation District shall have the right to enter upon the lot and take any action reasonably necessary to cause the home and lot to come into compliance with the requirement of subsections (A), (B), (C) of Section 2, Section 10, or Section 11 of Article III. The expense of such action shall be billed by the Recreation District to the owner, shall be a personal obligation of the owner, and shall be paid by the owner within thirty days after the owner is provided with written notice of such expenses. If payment is not made within the said thirty day period, the expense in question shall become a lien upon the said lot until paid, which lien shall have priority as of the date of recording of a notice thereof in the public records of Brevard county; provided, however, such lien shall not be superior to the lien for county taxes or the lien for the Recreation District's assessments and maintenance fees. The sum so due to the Recreation District may be collected by either an action of law, or the Recreation District shall have the right at its discretion to proceed to foreclose the above -described lien. In the event of such litigation, the Recreation District shall have the right to recover the costs thereof including a reasonable attorney's fee.

LOCATION/ADDRESS WHERE VIOLATION EXISTS

Block # 25 Lot # 19

309 AVOCADO DRIVE

BAREFOOT BAY, FL 32976

DESCRIPTION OF VIOLATION(s): Skirting / vent cover needs to be replaced / repaired.

DATE OF VIOLATION FIRST OBSERVED: Dec 21, 2022

DATE OF OWNER/PERSON IN CHARGE GIVEN NOTICE OF VIOLATION:

December 21, 2022 via First Class

via Certified return receipt requested.

via Posted Notice.

DATE ON/BY WHICH VIOLATION TO BE CORRECTED: June 19, 2023

Deed of Restrictions Staff

June 06, 2023



309 avocado Skirting / vent cover needs to be replaced / repaired.
06/02/2023



309 avocado Skirting / vent cover needs to be replaced / repaired.
03/27/2023

**BAREFOOT BAY RECREATION DISTRICT
BREVARD COUNTY, FLORIDA
NOTICE OF HEARING
OF
BOARD OF TRUSTEES**

Notice is hereby given that a **Hearing** will be conducted before the Barefoot Bay Board of Trustees at **01:00 PM** on **June 27, 2023** at **1225 Barefoot Boulevard, Building D&E, Barefoot Bay, Florida**.

The purpose of this **Hearing** will be to consider the Recommended Order of the Violations Committee to the Board of Trustees for your Case.

The Board shall not conduct a full de novo quasi-judicial hearing on the violation, but shall consider the Finding of Fact and Recommended Order issued by the Violations Committee. The owner may not present new or additional evidence, but shall be given an opportunity to be heard. If the Board of Trustees concurs with the Violation Committee that a violation has been established, the Board of Trustees shall have the authority to bring an action for injunctive or other appropriate legal or equitable relief in a court of competent jurisdiction in Brevard County, Florida to remedy the violation. If the Board of Trustees brings any such legal action to enforce the Deed of Restrictions and is deemed to be the prevailing party in such action, the Board of Trustees shall be entitled to an award of attorney's fees and court costs incident to bringing such action.

IF ANY INDIVIDUAL WISHES TO APPEAL ANY DECISION MADE BY THE BOARD OF TRUSTEES WITH RESPECT TO ANY MATTER CONSIDERED AT THIS MEETING, A VERBATIM RECORD OF THE PROCEEDING WILL BE REQUIRED, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS BASED SUCH PERSON MUST PROVIDE A COURT REPORTER, COURT STENOGRAPHER OR OTHER METHOD ACCEPTABLE TO A COURT OF LAW TO PROVIDE FOR SUCH VERBATIM RECORD; THE DISTRICT DOES NOT PROVIDE SUCH RECORD (FS 286.0105).

THIS IS A PUBLIC MEETING. ALL INTERESTED PARTIES MAY ATTEND. THE FACILITY WHEREIN THIS PUBLIC MEETING WILL BE HELD IS ACCESSIBLE TO THE PHYSICALLY HANDICAPPED. IN ACCORDANCE WITH AMERICAN DISABILITIES ACT, PERSONS NEEDING ASSISTANCE TO PARTICIPATE IN ANY OF THESE PROCEEDINGS SHOULD CONTACT THE DEED OF RESTRICTIONS ENFORCEMENT OFFICE AT 772-664-3141.

June 06, 2023

Deed of Restrictions STAFF

**BAREFOOT BAY BOARD OF TRUSTEES
BREVARD COUNTY, FLORIDA**

BAREFOOT BAY RECREATION DISTRICT

Petitioner

Vs

Case no. 22-003369

#4066 / 22-003369

LECLERC, ROGER LAWRENCE,

309 AVOCADO DR

BAREFOOT BAY, FL 32976

Respondent(s),

**RE: 309 AVOCADO DRIVE
Barefoot Bay, FL 32976**

AFFIDAVIT OF NOTICES

STATE OF FLORIDA
COUNTY OF BREVARD

BEFORE ME, the undersigned authority, personally appeared, Deed of Restrictions Enforcement Officer James Trevelino for the Barefoot Bay Recreation District, who after being duly sworn deposes and says:

1. That on or about the _____ day of _____ 20____, a Statement of Violations and a Notice of Hearing was mailed to the respondent at the above address by **First Class mail**.
2. That on or about the _____ day of _____ 20____, a Statement of Violations and a Notice of Hearing was mailed to the above respondent by **Certified mail**, certified with electronic delivery confirmation, a copy of which is attached hereto.
3. That on or about the _____ day of _____ 20____, a Statement of Violations and a Notice of Hearing was **Posted** at the above referenced address a copy of which is attached hereto.
4. That on or about the _____ day of _____ 20____, a Statement of Violations and a Notice of Hearing was emailed to the Mortgage Servicer for above referenced address, a copy of which is attached hereto.

FURTHER AFFIANT SAYETH NOT.

Dated this _____ day of _____ 20____.



James Trevelino, DOR Inspector

The Foregoing instrument was acknowledged before me on _____ day of _____ 20____ by James Trevelino, who is personally known to me and did take an oath.

Notary Public
State of Florida at Large

Board of Trustees Meeting Agenda Memo

Date: Tuesday, June 27, 2023
Title: **DOR Violation 22-001114 361 Dolphin Circle**
Section & Item: 11.F.ix
Department: Resident Relations, DOR
Fiscal Impact: N/A
Contact: Richard Armington, Resident Relations Manager, Kent Cichon, Community Manager
Attachments: BOT Statement of Violation 22-001114
Reviewed by General Counsel: No
Approved by: Kent Cichon, Community Manager



Requested Action by BOT

Review the violation and make a referral to General Counsel Olsen.

Background and Summary Information

ARTICLE III, SECT. 2 (C) (D) - Condition of Prop. (C) Unauthorized items

The first violation occurred on April 4, 2022. Since the first violation, 21 follow ups and 21 photos have been completed. Presented and found in violation by the Violation Committee on December 9, 2022. The staff have signed Affidavit of Notices and attached photos. The Respondent has been notified by First Class Mail, Certified Mail and the Property posted.

Staff recommends that the BOT refer this violation to General Counsel Olsen for legal action, equitable or other appropriate action with failure to comply. If the BOT brings any such action to enforce the DOR, the charge for such action shall be charged to the Respondents' account and shall constitute a lien.

**BAREFOOT BAY BOARD OF TRUSTEES
BREVARD COUNTY, FLORIDA**

BAREFOOT BAY RECREATION DISTRICT
Petitioner

Vs

Case no. 22-001114

#2813/ 22-001114
OTTER, DOROTHY
361 DOLPHIN CIR
BAREFOOT BAY, FL 32976
Respondent(s),

STATEMENT OF VIOLATION

PURSUANT to the Article(s) listed below, of the Barefoot Bay Deed of Restrictions, the undersigned DOR Enforcement Officer hereby gives notice of a violation or violations of the Deed of Restrictions of the Barefoot Bay Recreation District, described herein.

SECTION(S) OF DEED OF RESTRICTION VIOLATION(S)

• **ARTICLE III, SECT. 2 (C) (D) Condition of Prop. (C) Unauthorized items**

(C) The lawn, landscaped areas, driveways and carports on each lot shall be kept free of all items of personal property except for customary outdoor items such as exterior patio or porch furniture, golf carts, vehicles, and barbecue grills. The intent of this requirement is to prohibit the accumulation and/or storage of items such as indoor furniture, automotive parts, cartons, boxes, debris and similar property which causes an unsightly appearance or nuisance if left on or about the exterior of a home.

(D) In the event that any lawn, landscaped areas, driveway, carport or home is not maintained in compliance with the requirements of Section 2, Section 10, or Section 11 of Article III, the Recreation District shall have the right to enter upon the lot and take any action reasonably necessary to cause the home and lot to come into compliance with the requirement of subsections (A), (B), (C) of Section 2, Section 10, or Section 11 of Article III. The expense of such action shall be billed by the Recreation District to the owner, shall be a personal obligation of the owner, and shall be paid by the owner within thirty days after the owner is provided with written notice of such expenses. If payment is not made within the said thirty day period, the expense in question shall become a lien upon the said lot until paid, which lien shall have priority as of the date of recording of a notice thereof in the public records of Brevard county; provided, however, such lien shall not be superior to the lien for county taxes of the lien for the Recreation District's assessments and maintenance fees. The sum so due to the Recreation District may be collected by either an action of law, or the Recreation District shall have the right at its discretion to proceed to foreclose the above -described lien. In the event of such litigation, the Recreation District shall have the right to recover the costs thereof including a reasonable attorney's fee.

LOCATION/ADDRESS WHERE VIOLATION EXISTS

Block # 8 Lot # 27
361 DOLPHIN CIRCLE
BAREFOOT BAY, FL 32976

DESCRIPTION OF VIOLATION(s): Unapproved items/ Must be removed. All tires, cabinets, fencing, buckets, boxes, brooms, shelving, etc must be removed.

DATE OF VIOLATION FIRST OBSERVED: Apr 04, 2022

DATE OF OWNER/PERSON IN CHARGE GIVEN NOTICE OF VIOLATION:

April 04, 2022 via First Class
via Certified return receipt requested.
via Posted Notice.

DATE ON/BY WHICH VIOLATION TO BE CORRECTED: June 19, 2023

Deed of Restrictions Staff

June 06, 2023



361 Dolphin Unapproved items/ Must be removed.
05/26/2023



361 Dolphin Unapproved items/ Must be removed. All tires, cabinets, fencing, buckets, boxes, brooms, shelving, etc must be removed.
03/24/2023

**BAREFOOT BAY RECREATION DISTRICT
BREVARD COUNTY, FLORIDA
NOTICE OF HEARING
OF
BOARD OF TRUSTEES**

Notice is hereby given that a **Hearing** will be conducted before the Barefoot Bay Board of Trustees at **01:00 PM** on **June 27, 2023** at **1225 Barefoot Boulevard, Building D&E, Barefoot Bay, Florida**.

The purpose of this **Hearing** will be to consider the Recommended Order of the Violations Committee to the Board of Trustees for your Case.

The Board shall not conduct a full de novo quasi-judicial hearing on the violation, but shall consider the Finding of Fact and Recommended Order issued by the Violations Committee. The owner may not present new or additional evidence, but shall be given an opportunity to be heard. If the Board of Trustees concurs with the Violation Committee that a violation has been established, the Board of Trustees shall have the authority to bring an action for injunctive or other appropriate legal or equitable relief in a court of competent jurisdiction in Brevard County, Florida to remedy the violation. If the Board of Trustees brings any such legal action to enforce the Deed of Restrictions and is deemed to be the prevailing party in such action, the Board of Trustees shall be entitled to an award of attorney's fees and court costs incident to bringing such action.

IF ANY INDIVIDUAL WISHES TO APPEAL ANY DECISION MADE BY THE BOARD OF TRUSTEES WITH RESPECT TO ANY MATTER CONSIDERED AT THIS MEETING, A VERBATIM RECORD OF THE PROCEEDING WILL BE REQUIRED, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS BASED SUCH PERSON MUST PROVIDE A COURT REPORTER, COURT STENOGRAPHER OR OTHER METHOD ACCEPTABLE TO A COURT OF LAW TO PROVIDE FOR SUCH VERBATIM RECORD; THE DISTRICT DOES NOT PROVIDE SUCH RECORD (FS 286.0105).

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June 06, 2023

Deed of Restrictions STAFF

**BAREFOOT BAY BOARD OF TRUSTEES
BREVARD COUNTY, FLORIDA**

BAREFOOT BAY RECREATION DISTRICT

Petitioner

Vs

Case no. 22-001114

#2813 / 22-001114

OTTER, DOROTHY,

361 DOLPHIN CIR

BAREFOOT BAY, FL 32976

Respondent(s),

**RE: 361 DOLPHIN CIRCLE
Barefoot Bay, FL 32976**

AFFIDAVIT OF NOTICES

STATE OF FLORIDA
COUNTY OF BREVARD

BEFORE ME, the undersigned authority, personally appeared, Deed of Restrictions Enforcement Officer James Trevelino for the Barefoot Bay Recreation District, who after being duly sworn deposes and says:

1. That on or about the _____ day of _____ 20____, a Statement of Violations and a Notice of Hearing was mailed to the respondent at the above address by **First Class mail**.
2. That on or about the _____ day of _____ 20____, a Statement of Violations and a Notice of Hearing was mailed to the above respondent by **Certified mail**, certified with electronic delivery confirmation, a copy of which is attached hereto.
3. That on or about the _____ day of _____ 20____, a Statement of Violations and a Notice of Hearing was **Posted** at the above referenced address a copy of which is attached hereto.
4. That on or about the _____ day of _____ 20____, a Statement of Violations and a Notice of Hearing was emailed to the Mortgage Servicer for above referenced address, a copy of which is attached hereto.

FURTHER AFFIANT SAYETH NOT.

Dated this _____ day of _____ 20____.



James Trevelino, DOR Inspector

The Foregoing instrument was acknowledged before me on _____ day of _____ 20____ by James Trevelino, who is personally known to me and did take an oath.

Notary Public
State of Florida at Large



Barefoot Bay Recreation District

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

Phone 772-664-3141
www.bbrd.org

Memo To: Board of Trustees

From: Kent A. Cichon, Community Manager

Date: June 27, 2023

Subject: Manager's Report

Finance

Assessment received – 95.52% collected or \$4,021,247. Balance to collect \$188,794.

Resident Relations

ARCC Meeting 6/6/23

- 2 Old Business - approved
- 9 Consent Permits – 8 approved and 1 denied
- 10 Other Permits – 10 approved

Food & Beverage

- The annual Independence Day celebration in the Bay is Sunday, July 2nd. Due to the Pool #1 projects, the schedule has changed. The Patriotic golf cart parade starts at 4pm behind the Shopping Plaza in the field behind RJs and Holy Cannoli. Line up is at 3:30pm. Prizes for best carts under the oaks immediately following the parade. The SoulTime band will play from 5 - 9pm lakeside of the lounge with a spectacular firework display at 9pm.
- The 19th Hole is now holding Pizz-Asta night from 4-7pm every Wednesday. The menu is a mix of flatbread pizzas and pasta specials. Breakfast is also available at the 19th Hole on Sundays from 7am - noon. We continue to hold our successful Rustic Roast every Thursday in Building A from 4 - 7pm. These are all summer hours.

Flyers with all the details are posted.

Property Services

- Continued work on the Pool #1 projects
- Began pressure washing the upper deck at Pool #1 to prepare for fresh paint
- Repainted the shower at Pool #1
- Addressed warranty issues with the ADA lifts at the pools
- Ordered umbrellas for all three pools
- Removed the awning frame from the front of the lounge
- Replaced the air conditioner on the storage unit a West RV lot
- Replaced broken gates at the lawn bowling field
- Repaired a cut open section of the West RV lot fence

Golf-Pro Shop

- RFP for Golf Cart Fleet
 - Deadline for submission of proposals is June 23rd
 - First RFP Evaluation Committee Meeting is scheduled for June 26th
- 2023 Jr. Golf Camp
 - Grant application submitted
 - Scheduled for July 10th to July 27th
 - Participant applications available at the Pro Shop
 - Free to BBRD residents and their family only
- John McCarthy Memorial Golf Tournament
 - Scheduled for July 17th
 - 8:30am Shotgun Start
 - Sign up in Pro Shop (664-3174)
- Golf Course Maintenance Schedule
 - June 7th – Second total course chemical weed treatment was applied (yellowing and browning may appear as result of these treatments)
 - June 19th – Second course aerification (Back Nine and Putting Green Closed)
 - June 20th – Second course aerification (Front Nine and Driving Range Closed)