



BAREFOOT BAY RECREATION DISTRICT

Barefoot Bay Recreation District Regular Meeting
December 14, 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. November 9, 2023 BOT Minutes
- 8. Treasurer's Report**
 - A. Treasurer's Report
- 9. Audience Participation**
- 10. Unfinished Business**
- 11. New Business**
 - A. BBRD Storage Lease Agreement
 - B. Approval of Sidewalk Assessment Agreement for Beach Restroom Project
 - C. Violations Committee Appointment
 - D. Violations Committee Assignments
- 12. Manager's Report**
 - A. Manager's Report
- 13. Attorney's Report**
- 14. Incidental Trustee Remarks**
- 15. Adjournment**

If an individual decides to appeal any decision made by the Recreation District with respect to any matter considered at this meeting, a record of the proceedings will be required and the individual will need to ensure that a verbatim

transcript of the proceedings is made, which record includes the testimony and evidence upon which the appeal is based (FS 286.0105). Such person must provide a method for recording the proceedings verbatim.

Barefoot Bay Recreation District Regular Meeting



Barefoot Bay Recreation District

Board of Trustees Meeting

November 9, 2023

1pm –Building D/E

Meeting Called to Order

The Barefoot Bay Recreation District Board of Trustees held a Meeting on November 9, 2023, Building D&E, 1225 Barefoot Boulevard, Barefoot Bay, Florida. Mr. Amoss called the meeting to order at 1PM.

Thought of the Day

Success does not consist in never making mistakes, but in never making the same one a second time.

Pledge of Allegiance to the Flag

Led by Chairman Amoss.

Roll Call

Present: Mr. Amoss, Mr. Klosky, Mr. Grunow, Ms. Hansen, and Mr. Brinker. Also, present, Kent Cichon, Community Manager, Cynthia Mihalick, Administrative Coordinator, Garrett Olsen, General Counsel, Charles Henley, Finance Manager, Kathy Mendes, Food & Beverage Manager and Matt Goetz, Property Services Manager, Bill Balash, Interim Golf Manager.

Additions or Deletions to the Agenda

None.

Approval of the Agenda

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

Presentations and Proclamation

Chairman Amoss presented Spencer Blanchard, Renee Chevallier and Ronald Swint of the Veterans Council with the Proclamation for Veterans Day.

Approval of Minutes

Regular BOT minutes dated October 12, 2023, and Townhall Meeting minutes dated October 17, 2023, were approved as submitted.

Treasurer's Report

Mr. Brinker submitted the Treasurer's Report for November 9, 2023, approved as written.

Audience Participation

Rob Allen, Barefoot Blvd – Spoke about the story in the last Tattler edition and advised that he will continue to pursue his investigation.



Barefoot Bay Recreation District

Kris Kline, 556 Dolphin Circle – spoke about ADA. She stated that the plan to fix the ramp next to Building A is not logical since this accessibility is the farthest away from the restroom, lounge and the chair lift. She felt that the Board is not considering ADA a priority and \$8,000 allocated over a five-year period is not acceptable. Mr. Grunow advised that \$8,000 has been allocated per year for improvements.

Unfinished Business

None.

New Business

Christmas Parade and Light Up the Bay Support

Mr. Grunow made a motion to authorize BBRD to expend up to \$1,300 on the Christmas parade, festivities and Light up the Bay contest as requested by Mr. Klosky. Second Mr. Brinker. Motion passed unanimously.

Exceptions to Competition and Emergency Purchases – Administration Building Water Intrusion

Mr. Cichon gave an overview of the water intrusion issue at the Administration Building. The vendor is developing a report to submit to the District on their findings.

Ms. Hansen made a motion to confirm the emergency purchase to determine and evaluate causes of water leakage of the Administration Building's exterior walls. Second by Mr. Klosky. Motion passed unanimously.

Sidewalk Easement Indenture

Mr. Cichon provided a summary of the beach restroom project from 2015 to present. A required major site plan is being reviewed by Brevard County and must include the submission of a sidewalk waiver application. Staff is confirming that the sidewalk provision of an easement is the final step for site plan approval.

Mr. Grunow made a motion to accept sidewalk easement indenture to provide Brevard County with a 10-foot-wide perpetual easement on BBRD's Beach property and authorize the BOT Chairman to sign the indenture. Second Mr. Brinker. Motion passed unanimously.

Amending the Budget: FY23 Year End

Resolution 2023-17 read by Mr. Olsen:

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

Mr. Grunow made a motion to accept Resolution 2023-17 as read. Second by Mr. Klosky. Motion passed unanimously.



Barefoot Bay Recreation District

Manager's Report

Finance

Assessment received – 99.9% collected or \$4,205,717.

Resident Relations

ARCC Meeting 9/26/2023

- 14 Consent Permits – approved
- 5 Other Permits – approved

ARCC Meeting 10/24/2023

- 5 Old Business Items – 4 approved, 1 tabled
- 13 Consent Permits – approved
- 7 Other Permits – approved

VC Meeting 9/22/2023

- 8 Cases – came into compliance
- 1 Case – DOR is working with the homeowner
- 9 Cases – found to be in violation

VC Meeting 10/27/2023

- 14 Cases – came into compliance prior to the meeting
- 3 Cases – DOR is working with the homeowner
- 4 Cases – found to be in violation

Food & Beverage

- The Day Trippers, a “Fab 5” tribute band, will once again play all the Beatles hits on the Lounge Lake Side Stage Friday, November 17th from 7-10:30pm. This is a free event for Barefoot Bay residents and their guests.
- The 2024 Winter Beats series schedule is posted with a great line up of entertainment. Tickets for the first weekend in the series “The Atlantic City Boys on January 19” will go on sale Tuesday, November 28th at 9am. Tickets for “The Divas music of the 70s and 80s on January 20th” go on sale Tuesday, December 5th at 9a.m. Flyers with the full schedule and ticket sale dates are posted.
- The Lounge and the 19th Hole will be closed on Thanksgiving to allow staff to spend the day with their families.

Property Services

- Pools
 - Worked with contractor on punch list for Pool #1
 - Arranged for repairs to Pool #1
 - Added additional fencing to the Pool #1 area
 - Repaired loose fence post in the Pool #1 area



Barefoot Bay Recreation District

- Ordered materials, picked up the fences, and met onsite with potential contractors for the new smoking area at Pool #1
- Installed yellow tape at the edge of the Lakeside of the Lounge Stage for safety
- Lounge
 - Completed painting of the lounge interior
- Administration Building
 - Scheduled contractor to determine and evaluate causes of water leakage of exterior walls of the Administration Building
 - Continued discussions with vendors for replacing Administration Building floors
- Set up and prepped Building A for the elections
- Began installation of the improved lawn bowling irrigation system
- Assessed canal banks to be mowed
- Changed locks on various facilities
- Ordered replacement tiles for the 19th Hole
- Ordered a backup AED
- Installed new signage around Barefoot Bay for safety precautions
- Installed automatic door opener for entrance of Building D/E

Golf-Pro Shop

- The Golf Pro Shop is having a clearance sale on Men's and Ladies apparel, stop by and save
- Tournaments
 - Sunday Morning Scramble Christmas Event
 - 108 players participated
 - Funds were raised to benefit the Barefoot Bay community

Golf-Pro Shop (continued)

- Member-Member Tournament
 - November 11th with an 8:30 am Shotgun start
 - Visit the Pro Shop to sign up
- Martini League Barbie Tournament
 - November 14th with a 3 pm Shotgun start
 - Contact Deb Ferguson at 772-664-3174 for details and visit the Pro Shop to sign up
- Brightview Maintenance
 - Overseeding of the Tees, Greens and Collars will take place November 16th & 17th
 - Thursday, November 16th Back 9 and Putting Green will be closed
 - Friday, November 17th Front 9 and Driving Range will be closed
 - Watering intervals until the seed has germinated will be 9am/12pm/3pm
 - These will be approximately 3-minute intervals per hole
 - We ask our golfers to be patient during this important process

Attorney's Report

Mr. Olsen stated that the court found 418 Barefoot Blvd. in final default judgment, including attorney fees and costs, with an order to bring the property into compliance within 30 days. He also stated that he is assisting the District Clerk office with public records requests and worked with the Deputy County Attorney on getting the easement agreement together. He added that Brevard County will need to



Barefoot Bay Recreation District

return the Beach property to at least as good condition if they choose to proceed with the sidewalk. He has also been working with the representative from Yamaha regarding contract language in the contract

addendum. Mr. Olsen reminded the Board that in January there will be a Sunshine Law and public records workshop similar to last year, including all committee members. The meeting is open to the public.

Incidental Trustee Remarks

Mr. Klosky congratulated Elaine VanBerschot and Jeff Grunow for their Board of Trustees election win. Mr. Klosky reminded BBRD residents that the 18th Annual Christmas Parade will be on Sunday, December 3rd, with a lineup at 4pm, and parade start at 5:30pm. There will also be a tree lighting ceremony and entertainment inside Building A. Mr. Klosky wished everyone a Happy Thanksgiving.

Ms. Hansen stated that due to Little Theater production, the Quarter Auction was rescheduled to Friday November 19th at 6:30pm.

Mr. Grunow expressed his gratitude to everyone who came out to vote and that every vote does make a difference. He also congratulated Elaine VanBerschot on her win. Mr. Grunow also wanted to clarify the ADA issue brought up in public audience. It is correct that \$8,000 has been budgeted for ADA for each of the next five years and was discussed in the budget workshops. Mr. Grunow invited BBRD residents to attend the Veterans Day parade on Saturday November 11th. Food & Beverage will provide hot dogs and light refreshments. The parade line up is at 10am, patriotic golf cart judging 10:15am, parade begins at 10:45am, and ceremony is 11:00am.

Mr. Brinker thanked everyone who voted for him to be a trustee.

Mr. Amoss thanked everyone for voting and congratulated Elaine VanBerschot and Jeff Grunow for their win. He thanked Luann Henderson for valiant effort and taking the time to volunteer. Mr. Amoss expressed his gratitude to the residents for attending the meeting this evening. He also thanked Matt Goetz and the Property Services staff for their excellent job painting the lounge.

Mr. Cichon reminded everyone that the budget kickoff plan is preliminary for development of the FY25 Budget, and for FY25, FY26, and FY27, there is \$8,000 each year budgeted for accessibility to facilities.

Adjournment

The next regular meeting will be Thursday, December 14, 2023, at 1pm in Building D/E.

Mr. Amoss adjourned.

Meeting adjourned at 1:43pm.

Jeff Grunow, Secretary

Cynthia Mihalick, Administrative Coordinator

Barefoot Bay Recreation District

Treasurer's Report

December 14, 2023

Cash and Investments Balances in General Fund as of 12/4/23

Petty Cash/Cash Drawers	Total Petty Cash: \$	5,600.00
Non Interest Bearing Accounts		
MB&T Operating Account		162,197.66
Interest Bearing Accounts		
MB&T Money Market Account		580,327.46
Valley National Bank		1,051,347.45
FL Class		212,436.09
SBA Reserve Account		747,494.47
Investment Accounts (At Market Value)		
FL Trust - Short Term Bond Fund		112,008.75
Total Cash Balances in General Fund:	\$	2,871,411.88

Total Daily Deposits and Assessments Received for 10/31/23 -12/4/23

Daily Deposits:	\$	422,007.19
Assessments Received:		1,303,805.49
Total Deposits Received:	\$	1,725,812.68

Expenditures for 10/31/23 - 12/4/23

Check Number	Vendor	Description	Check Amount
62550	Omega Technology Solutions, LLC	Monthly IT Support	5,437.34
62565	Vose Law Firm, LLP	Legal Fees	7,500.00
62577	White Bird Law	Legal Fees	13,250.00
62582	Brevard County Tax Collector	Property Taxes	38,896.44
62587	Card Service Center	ADA Door Opener, AED Parts, Gutters	9,661.83
62620	US Foods	Foodstuff and Supplies	7,247.79
62637	ET&T Distributors, Inc	Dining Chairs	12,645.96
62647	Home Depot Credit Services	Building and Grounds Supplies	6,592.67
62662	US Foods	Foodstuff and Supplies	7,456.85
62665	BrightView Golf Maintenance, Inc	Golf Course Maintenance	44,915.67
62667	Florida Blue	Employee Health Insurance	36,589.86
62668	Florida Power & Light Co	Electricity	11,264.54
62716	Special District Services, Inc	Management Fees	14,778.40
62721	US Foods	Foodstuff and Supplies	6,620.64
62722	Vose Law Firm, LLP	Legal Fees	7,500.00
	Florida Department of Revenue	Sales Tax	35,636.15
	Paychex	Net Payroll PPE 231105	78,528.48
	US Department of Treasury	Payroll Tax PPE 231105	22,202.45
	Paychex	Net Payroll PPE 231119	77,932.34
	US Department of Treasury	Payroll Tax PPE 231119	21,962.72
Total Expenditures \$5,000 and above:			466,620.13
Expenditures under \$5,000:			151,733.48
Total Expenditures:			\$ 618,353.61

Board of Trustees

Meeting Agenda Memo

Date: Thursday, December 14, 2023
Title: **BBRD Storage Lease Agreement**
Section & Item:
Department: General Counsel
Fiscal Impact: N/A
Contact: Garrett Olsen, General Counsel
Attachments:
Reviewed by General Counsel: Yes
Approved by: Kent Cichon, Community Manager



Requested Action by BOT

At BBRD staff's request, the General Counsel reviewed the District's existing Storage Lease Agreement and determined that a new, updated Storage Lease Agreement would be appropriate. Accordingly, in consultation with BBRD staff, the General Counsel developed the proposed Storage Lease Agreement to conform with current Florida Law and meet the Board of Trustees' goal to include updated risk transfer language in all BBRD agreements, where appropriate.

Recommended items for BOT Consideration:

1. Approve/Deny the Storage Lease Agreement as presented.
2. Consider giving directions to the General Counsel to modify language in proposed Storage Lease Agreement.
3. Give further direction as necessary.

BAREFOOT BAY RECREATION DISTRICT
STORAGE LEASE AGREEMENT

ACCOUNT NO.: _____

NAME: _____

ADDRESS: _____

PRIMANRY MAILING ADDRESS: _____

PHONE NO.: _____ EMAIL: _____

PROPERTY STORED: RV _____ BOAT _____ OTHER _____ STICKER NO. _____

ACCESS CARD NO.: _____

PROPERTY DESCRIPTION: _____

TOTAL LENGTH OF UNIT: _____ STATE PLATE NO.: _____ EXP. _____

ASSIGNED SPACE NO.: _____ WEST LOT _____ MICCO ROAD _____

1. **Parties.** This Barefoot Bay Recreation District Storage Lease Agreement (“Lease Agreement”) is entered into by and between the Barefoot Bay Recreation District, a special district of the State of Florida (“Lessor”), and _____ (“Lessee”). Lessee IS _____ / IS NOT _____ a member of the Uniformed Services.

2. **Term.** The term of this Lease Agreement begins on _____. **This Lease Agreement shall be on a month-to-month basis; Lessee may exercise the right to terminate this Agreement by providing Lessor written notice of its intent to terminate the Lease Agreement no less than five (5) business days prior to the end of any given month.** Such termination shall become effective upon the first day of the month following Lessee’s timely notice of termination to Lessor. Unless specifically waived or modified by Lessor, Lessee’s failure to provide written notice of intent to terminate no less than five (5) business days prior to the end of any given month shall result in Lessee being responsible for the full rent payment for the month following the giving of the notice to terminate. Lessor shall return all access and hard keys no less than five (5) business days prior to the end of the lease term. Lessee specifically agrees to remove all property stored in or about the assigned space and storage area immediately upon termination of this Lease Agreement. Should Lessee fail to remove Lessee’s property upon termination of this Lease Agreement, Lessor may remove any of Lessee’s stored property. Lessee shall be responsible for all costs of removal and storage of Lessee’s property. Lessor shall not be liable to Lessee, or in any way responsible for any damage or loss caused to Lessee’s property due to removal and/or

BAREFOOT BAY RECREATION DISTRICT STORAGE LEASE AGREEMENT

storage of such property. After storing Lessee's property for two (2) weeks and providing Lessee with notice of same, Lessor may sell Lessee's property to recover any amounts owed to Lessor, including amounts owed for rental payments, late fees, removal and storage fees, and costs of sale.

3. **Rent.** Rental rates and fees are due monthly on the first day of each month during the terms of this Lease Agreement but may be made in advance. The Board of Trustees sets rental rates and fees annually when they adopt the new fiscal year budget. Said monthly rate, plus applicable taxes shall be listed on **Exhibit A** to this Lease Agreement. Any subsequent increases by the Board of Trustees shall automatically take effect on the 1st of October, or, on the date specified in any Resolution enacted by the Board of Trustees that adjusts rental rates and fees, and be added to **Exhibit A**. Lessor will provide Lessee notice by e-mail or written notification of said increase no less than sixty (60) days prior to the effective date. Lessee is responsible at all times to provide Lessor a current e-mail and mailing address. Lessee is responsible for paying the correct amount regardless if Lessee receives said notice. A late fee of \$10.00 per month shall apply to any account remaining unpaid for greater than seven (7) days. Payment of lease payments in advance shall not prevent Lessor from terminating the lease as provided herein. In the event of default or upon termination by Lessor, Lessee shall only be entitled to the return of any advance payments made by Lessee, prorated accordingly.

4. **Lessee's Indemnification of Lessor.** Lessee shall defend, indemnify, and hold harmless the Lessor and all of Lessor's officers, agents, and employees from all claims and losses by reason of any accident or damage to any person or property happening on or about the storage area arising from acts or omissions of Lessee or Lessee's Agents; Lessee shall indemnify and hold Lessor harmless against all liability or loss and against all claims or actions based upon or arising out of damage or injury (including death) to persons or property caused by or sustained in connection with the storage area or based upon any violation of any statute, ordinance, building code, or regulation, and the defense of any such claims or actions, resulting from the acts or omissions of Lessee or Lessee's Agents. Lessee recognizes the broad nature of this indemnification and hold harmless clause, as well as the provision of a legal defense to Lessor when necessary, and voluntarily makes this covenant and expressly acknowledges the receipt of such good and valuable consideration provided by Lessor in support of these indemnification, legal defense and hold harmless contractual obligations in accordance with the laws of the State of Florida. Compliance with any insurance requirements required by the Lease Agreement shall not relieve Lessee of its liability and obligation to defend, hold harmless and indemnify Lessor as set forth in this paragraph. Such indemnification shall be in addition to all other legal remedies available to Lessor and shall not be considered to be Lessor's exclusive remedy. The indemnification provisions of this paragraph shall survive the termination of the Lease Agreement. Nothing in this Lease Agreement extends, or shall be construed to extend, Lessor's liability beyond that provided in section 768.28, Florida Statutes. Nothing in this Lease Agreement is a consent, or shall be construed as consent, by Lessor to be sued by third parties in any matter arising out of this Lease Agreement.

5. **Permitted Uses; Prohibited Uses.** Lessee shall keep all stored property properly licensed/registered, road-worthy and/or operational for the property's intended use at all times. Only one (1) unit or trailer per space will be allowed. No gate access card shall be passed on to anyone else. All access cards must be returned upon relinquishment of leased space. Lessee shall

BAREFOOT BAY RECREATION DISTRICT STORAGE LEASE AGREEMENT

not change, alter or modify any leased space without the prior written consent of Lessor. Lessee shall maintain the leased space in a clean and safe condition.

6. **Non-Assignment.** Lessee may not sublet or assign this Lease Agreement or their space.

7. **Commencement.** Upon the commencement of this Lease Agreement, Lessee is required to pay an amount of two (2) full months' rent plus taxes to be held by Lessor and applied to any balance and/or refunded upon termination. This obligation shall be in addition to the payment of the first month's rent. Lessee must provide a copy of their current residential lease prior to execution of the Lease Agreement, if applicable.

8. **Default.** Any failure to make a required rental payment within seven (7) days of the payment being due, or any material breach of the conditions of this Lease Agreement, shall be a default of this Lease Agreement. In the event of such default or upon the effective date of any termination pursuant to the terms of this Agreement, Lessor may remove any of Lessee's stored property. Lessee shall be responsible for all costs of removal and storage of Lessee's property. Lessor shall not be liable to Lessee, or in any way responsible for any damage or loss caused to Lessee's property due to removal and/or storage of such property. After storing Lessee's property for two (2) weeks and providing Lessee with notice of same, Lessor may sell Lessee's property to recover any amounts owed to Lessor, including amounts owed for rental payments, late fees, removal and storage fees, and costs of sale. Failure of Lessor to terminate the Lease Agreement or otherwise take action in default for non-payment of rent as provided in this Paragraph shall not be deemed to be a waiver of Lessor's right to enforce any subsequent default for non-payment by removal of property and/or termination of the Lease Agreement. A reactivation fee will be charged in the event the access card is deactivated due to default of Lease Agreement.

9. **Termination.** Lessor shall have the right to terminate this Lease Agreement for violation of any of the terms of this Lease Agreement or violation of the Lessor's General Rules Applicable to District Facilities effective immediately upon service of written notice to Lessee. Lessor shall not be required to provide Lessee any right of cure of any violation as referenced herein. Upon the effective date of such termination, Lessor may take action as provided for in Paragraph 8 of this Agreement. Upon termination of the Lease, Lessee shall immediately surrender the leased space to Lessor in the same condition as it was originally leased to Lessee. All obligations of Lessee to pay rent shall survive termination of this Lease Agreement.

10. **Entire Agreement.** Each provision of this Agreement performable by Lessee shall be deemed a covenant and condition. This Agreement represents the complete and final agreement between the parties with respect to any matter mentioned herein, and all prior negotiations are merged herein. Lessee acknowledges that any representations, statements, or negotiations made by Lessor or by any of Lessor's staff, employees, counsel, or any other agent, do not suffice to legally bind Lessor, unless such representations have been reduced to writing and fully executed by all of the parties.

11. **Modification.** This Lease Agreement may only be modified in writing signed by Lessor.

BAREFOOT BAY RECREATION DISTRICT STORAGE LEASE AGREEMENT

12. **Costs of Collection.** In any action by Lessor to enforce the terms of this Lease Agreement and/or to recover any amounts owed by Lessee, Lessee shall be responsible for Lessor's costs of collection, including attorney's fees, court costs, and incidental expenses.

13. **Law; Venue.** This Lease Agreement shall be interpreted and construed under the laws of the State of Florida. The exclusive venue for any dispute arising out of, or concerning, this Lease Agreement shall be the County or Circuit Court of Brevard County, Florida.

14. **Severability.** This Lease Agreement shall be interpreted in a way that avoids any provision being declared invalid or unenforceable. If any provision of this Agreement is ever determined to be invalid or unenforceable, such provision shall be stricken and shall not affect the validity or enforceability of the remainder of the provisions or the Agreement as a whole.

15. **Time is of the Essence.** Time is of the essence in the performance of the conditions outlined in this Lease Agreement. Any time the Lease Agreement references a number of days for any action, it shall be calendar days, not business days.

16. **Self-storage Facility Act.** The parties agree that this Lease Agreement shall be classified as a "Rental Agreement" under the provisions of 83.803, Florida Statutes. Pursuant to Section 83.803, Florida Statutes, the assigned space shall not be used for residential purposes and that Lessee shall not occupy any vehicle stored in the assigned space in any manner for lodging or as seasonal or temporary living quarters in accordance with Chapter 513, Florida Statutes, or as otherwise provided, for any period of time. Violation of this term by Lessee constitutes a material breach of this Agreement and Lessor may terminate the Agreement as provided in Paragraph 9 of this Agreement. Lessor reserves the right to enforce a lien created pursuant to this Lease Agreement under the provisions of Section 83.806, Florida Statutes.

17. **Member of the Uniformed Services.** Lessee acknowledges that he/she has truthfully identified whether he/she is currently a member of the uniformed services as defined by 10 U.S.C. s. 101(a)(5), to include the armed forces, the commissioned corps of the National Oceanic and Atmospheric Administration, or the commissioned corps of the Public Health Service.

18. **Reassignment of Leased Space.** In Lessor's sole discretion, Lessor may reassign Lessee's assigned space under the terms of this Lease Agreement. Lessee is permitted to request a different assigned space in writing. Spaces are assigned and reassigned at Lessor's sole discretion.

Lessee's Signature

Lessor's Signature

Date

Date

Initials _____

Board of Trustees Meeting Agenda Memo

Date: Thursday, December 14, 2023
Title: **Approval of Sidewalk Assessment Agreement for Beach Restroom Project**
Section & Item:
Department: Kent Cichon, Community Manager
Fiscal Impact: N/A
Contact: Kent Cichon, Community Manager
Attachments: N/A
Reviewed by General Counsel: Yes
Approved by: Kent Cichon, Community Manager



Requested Action by BOT

Consider and approve a Sidewalk Assessment Agreement between Barefoot Bay and Brevard County, Florida.

Background and Summary Information

In order to continue with the Board of Trustees' direction to staff to secure a sidewalk waiver for the Barefoot Bay Beach Restroom Project, Brevard County's planning staff has advised that the District is required to execute a Sidewalk Assessment Agreement. The terms of the Sidewalk Assessment Agreement are consistent with existing county regulations and have been reviewed and approved by the General Counsel.

Staff recommends that the Board of Trustees approve the Sidewalk Assessment Agreement for the Beach Restroom Project, authorize staff to finalize the agreement in consultation with Brevard County staff, and authorize the Chairman to execute the finalized Sidewalk Assessment Agreement.



BOARD OF COUNTY COMMISSIONERS

Planning and Development

2725 Judge Fran Jamieson Way
Building A, Room 114
Viera, Florida 32940
321-633-2070

SIDEWALK ASSESSMENT AGREEMENT

Plan Name

Site Address

City

State

Zip Code

Plan Number

Agreement for Frontage Date

THIS SIDEWALK ASSESSMENT AGREEMENT ("Agreement") made and entered into

this _____ day of _____, 20____ by and between

_____, hereinafter referred to as "OWNER", and the

Board of County Commissioners of Brevard County, hereinafter referred to as "COUNTY".

WITNESSETH:

WHEREAS, the OWNER owns the real property and improvements thereon situated in Brevard County, Florida legally described as follows:

SEE EXHIBIT "A"

WHEREAS, sidewalk construction by the OWNER is required for the site plan/subdivision submitted by the OWNER pursuant to Chapter 62 of the Brevard County Code of Ordinances as well as the County Comprehensive Plan, but is not practical at this time; and

WHEREAS, the OWNER has demonstrated to the COUNTY that there is no current need for sidewalks in the immediate area; and

WHEREAS, the OWNER has agreed to participate in the future construction of sidewalks to the extent of their pro-rata share and has also waived any right to object to a future assessment for the said sidewalks; and

WHEREAS, the OWNER has requested a waiver of sidewalk requirement at this time pursuant to Chapter 62, Article VII, Division 4; and

WHEREAS, the parties hereto are desirous of placing their agreement in writing.

NOW, THEREFORE, for and in consideration of One Dollar (\$1.00) and other good and valuable considerations, the receipt whereof which is hereby acknowledged, the OWNER agrees as follows:

- 1) The above recitals are true and correct and by this reference are hereby incorporated into and made an integral part of this Agreement.
- 2) The OWNER shall pay his pro-rata share for sidewalk improvements, according to Chapter 98 of the Brevard County Code of Ordinances, and as may be amended from time to time, or any other applicable ordinance or law.
- 3) The OWNER hereby agrees that should the County in its sole discretion determine sidewalks are necessary on the property described in Exhibit "A", and if the COUNTY elects under the provisions of Chapter 170 of the Florida Statutes or Chapter 98, Code of Ordinances of Brevard County, Florida, to initiate a program of special assessments for sidewalk installation against all the private property adjacent to the property described in Exhibit "A", the OWNER hereby affirmatively consents to the application of the special assessment procedures in accordance with the provisions of Chapter 170, Florida Statutes, or Chapter 98 Code of Ordinances of Brevard County, Florida, to their property in lieu of installing sidewalks at this time.
- 4) The OWNER agrees to provide to the COUNTY any easements necessary to construct and maintain sidewalks should the COUNTY choose to initiate a program of special assessments for sidewalk installation at a future date.
- 5) The OWNER however, reserves the right to apply to the Equalization Board under the provisions of Section 170.08, Florida Statutes, to request any adjustment and equalization of any assessment which would be applied against their property. The procedures of Chapter 98, Code of Ordinances of Brevard County, Florida, if applicable, may also be used by OWNER to request a modification of the amount of the assessment.
- 6) This Agreement and its covenants, terms, and conditions shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto and shall run with the lands described in Exhibit "A".
- 7) In the performance of this Agreement, the OWNER shall keep books, records, and account of all activities, related to the agreement, in compliance with generally accepted

accounting procedures. Books, records and accounts related to the performance of this agreement shall be open to inspection during regular business hours by an authorized representative of the Office and shall be retained by the OWNER for a period of three years after termination of this agreement. All records, books and accounts related to the performance of this agreement shall be subject to the applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes.

- 8) No reports, data, programs or other materials produced, in whole or in part for the benefit and use of the County, under this agreement shall be subject to copyright by OWNER in the United States or any other country.

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

BOARD OF COUNTY COMMISSIONERS
BREVARD COUNTY, FLORIDA

Signature of Witness

Planning & Development Department, Director

Approved on _____

STATE OF FLORIDA

COUNTY OF BREVARD

The foregoing instrument was acknowledged before me, by _____ physical presence or

_____ online notarization, this _____ day of _____, 20_____

by _____ who is personally

known to me or has produced _____ as identification and who did (did not) take an oath.

Date My Commission Expires

Signature of Notary Public

Printed Name of Notary Public

Signed, Sealed and Delivered in presence of

Signature of Witness

Signature of Owner

Signature of Witness

STATE OF FLORIDA
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me this _____ day of

_____, 20____ by _____ who is personally

known to me or has produced _____ as identification and who did

(did not) take an oath.

Date My Commission Expires

Signature of Notary Public

Printed Name of Notary Public

EXHIBIT "A"

Township_____ South, Range_____ East, Section_____

Further description as follows:

Board of Trustees Meeting Agenda Memo

Date: Thursday, December 14, 2023
Title: **Violations Committee Appointment**
Section & Item:
Department: Administration, District Clerk
Fiscal Impact: N/A
Contact: Kent Cichon, Community Manager
Attachments: Resolution 2015-16
Reviewed by: N/A
General Counsel:
Approved by: Kent Cichon, Community Manager



Requested Action by BOT

Selection of one alternate for appointment to a voting position on the Violations Committee and approval of Committee reorganization.

Background and Summary Information

On September 26, 2023, Violations Committee Alternate Member Susan Hall moved to Voting Member to replace the vacancy of John Vogt. After notifying the Trustees, staff advertised the open alternate position.

On January 14, 2022, the BOT appointed then alternate member Susan Hall of the Violations Committee to the unexpired voting position (term end September 30, 2024) previously held by voting member John Vogt. After notifying the Trustees, staff advertised the open alternate position. The following individual submitted a letter of interest in serving on the Violations Committee: Mark Thomasson. Additional resumes/letters of interest that are received prior to the meeting will be forwarded to the BOT and placed on www.bbrd.org.

Resolution 2015-16 Section 3(c) states that "An appointment to fill any vacancy on the Violations Committee shall be for the remainder of the unexpired term of office."

Staff recommends the BOT consider appointing one alternate to the unexpired voting position (term expires 9/30/2024).

MARK THOMASSON

869 Waterway Drive, Barefoot Bay, FL 32976 · 410-320-1646
markt618@gmail.com

My objective is to become a Member Violation Committee of Barefoot Bay.

EXPERIENCE

1990 – 2010

Vice president in charge of community development, for Maryland & Delaware, **PCS HOMES**

I developed townhome, single family, and commercial properties, supervising the installation of infrastructure, along with the setting up of the HOA's for the communities.

I helped in the inspection of homes in 5 different communities for the Architectural Committees for violations.

2002 – 2010

Secretary/Treasurer, **OYSTER COVE MARINA, HOA**

Along with managing the money for the marina, my other duties included enforcement of the HOA's guidelines for the slip owners.

2012 – 2017

President, **Seabreeze HOA, Inc.**

I was in charge of all aspects of the HOA including enforcement of the HOA's guidelines for the mobile home community.

EDUCATION

JUNE 1975

Graduated High School, SEVERNA PARK HIGH SCHOOL

Fall 1975 -Spring 1976

Attended Anne Arundel Community College

SKILLS

- I am a good listener.
- I am familiar with the Barfoot Bay ARCC guidelines.
- I am a home owner here and have applied for and had applications accepted for changes to my home.
- I have been a building contractor
- I have been involved with the many aspects of community architectural guidelines

RESOLUTION 2015-16

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE BAREFOOT BAY RECREATION DISTRICT; AMENDING, SUPERSEDING, AND REPLACING RESOLUTION 2008-01 REGARDING DEED OF RESTRICTIONS VIOLATION ENFORCEMENT PROCESS; DELEGATING AUTHORITY TO THE VIOLATIONS COMMITTEE OF THE BAREFOOT BAY RECREATION DISTRICT; PROVIDING FOR THE AUTHORITY FOR, COMPOSITION OF, METHOD OF APPOINTMENT, MEMBERSHIP REQUIREMENTS, QUORUM, CONFLICT OF INTEREST, REMOVAL OF, AND RULES GOVERNING THE VIOLATIONS COMMITTEE AND VIOLATIONS COMMITTEE MEMBERS; PROVIDING FOR A DEED OF RESTRICTIONS ENFORCEMENT STAFF; PROVIDING FOR DEED OF RESTRICTIONS VIOLATION ENFORCEMENT PROCEDURES; PROVIDING FOR PROVISIONS OF THE DEED OF RESTRICTIONS SUBJECT TO VIOLATION COMMITTEE FINDINGS OF FACT AND ORDERS; REMOVING AN ADMINISTRATIVE APPEAL PROCESS; PROVIDING FOR LEGAL COUNSEL TO THE VIOLATIONS COMMITTEE; PROVIDING FOR CONFLICTING PROVISIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR PROSPECTIVE APPLICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Barefoot Bay Recreation District is a mobile home park recreation district established under Chapter 418, Florida Statutes, and specifically pursuant to Ordinance No. 84-05 of the Brevard County Board of County Commissioners; and

WHEREAS, Article V of Ordinance No. 84-05 of the Brevard County Board of County Commissioners establishes that the Board of Trustees of the Barefoot Bay Recreation District ("Board of Trustees") shall be the governing body of the Barefoot Bay Recreation District; and

WHEREAS, Section 418.304 (12), Florida Statutes, and Article IV, Section 12 of Ordinance No. 84-05 of the Brevard County Board of County Commissioners specifically grants the Board of Trustees the power to adopt rules and regulations not inconsistent with existing deed restrictions and to use district funds in the administration and enforcement of such rules, regulations, and deed restrictions; and

WHEREAS, all property located within Barefoot Bay Recreation District is currently subject to the Amended and Restated Deed of Restrictions for Barefoot Bay ("DOR") dated June 14, 2013, which sets forth various minimum requirements, terms, and conditions with

which all property within the Barefoot Bay Recreation District shall be held, sold, or conveyed and must be maintained in compliance; and

WHEREAS, Article III, Section 13 of the Amended and Restated Deed of Restrictions for Barefoot Bay ("DOR") dated June 14, 2013, grants the Board of Trustees the power to determine for itself whether a violation of the DOR exists and the appropriate remedy to correct any such violation; and

WHEREAS, Article III, Section 13 of the DOR authorizes a Violations Committee to assist the Board of Trustees in the enforcement of the provisions of the DOR; and

WHEREAS, on or about January 22, 2008, the Board of Trustees adopted Resolution 2008-01 which amended the procedure for processing DOR violation enforcement cases; and

WHEREAS, the Board of Trustees desires to amend 2008-01 in an effort to streamline and provide for a more effective and efficient DOR violation enforcement process; and

WHEREAS, the Board of Trustees acknowledges that it has previously authorized DOR enforcement staff to conduct inspections of properties and to report violations to the Violations Committee and wishes to reaffirm this authorization; and

WHEREAS, the Board of Trustees desires to continue to use the Violations Committee to assist it in the enforcement of violations of the DOR; and

WHEREAS, the Board of Trustees desires to delegate the authority to grant final orders in specific DOR violation enforcement cases to the Violation Committee; and

WHEREAS, the Board of Trustees desires to provide for legal counsel to the Violations Committee; and

WHEREAS, the Board of Trustees specifically intends that the rules, policies, and procedures related to the jurisdiction and composition of the Violations Committee and the processing of DOR violation enforcement cases shall apply to cases currently pending before the Violations Committee and prospectively to all new cases brought before the Violations Committee; however, this resolution shall have no retroactive effect to cases previously found in violation of the DOR or subject to any prior enforcement rules, policies, and procedures adopted by the Board of Trustees, including but not limited to the prior recording of any lien, the prior pursuit of foreclosure of any such lien, and/or the prior pursuit of any other legal or equitable action against any property previously found to be in violation by the Code Enforcement Board, Violations Committee, or Board of Trustees; and

WHEREAS, the Board of Trustees desires to provide for a conflict clause, severability clause, and effective date.

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

Section 1: Intent.

It is the intent of this resolution to promote, protect, and improve the health, safety, and welfare of the citizens of Barefoot Bay Recreation District, by acknowledging and delegating authority to the Violations Committee to assist the Board of Trustees in the enforcement of any of the specified provisions of the DOR and to provide an equitable, expeditious, effective, fair, and inexpensive method of enforcing said provisions of the DOR.

Section 2: Authority.

This resolution is enacted pursuant to the authority granted by Ordinance No. 84-05 of the Brevard County Board of County Commissioners, Chapter 418, Florida Statutes, and the DOR.

Section 3: The Violations Committee.

- (a) The Board of Trustees hereby acknowledges the authority granted by the DOR to the Violations Committee of the Barefoot Bay Recreation District and, in doing so, delegates that the Violations Committee, on behalf of the Board of Trustees, shall have the power to determine if violations of specified provisions of the DOR exist and to render Recommended and Final Orders in accordance with the procedures as outlined herein.
- (b) The Violations Committee shall be comprised of five regular members and two alternate members who shall serve on the Violations Committee in the absence of the regular members. The Chairman of the Violations Committee shall have the authority to designate which alternate member shall have voting authority upon the absence of any regular member.
- (c) Members of the Violations Committee shall be lot owners of the Barefoot Bay Recreation District.
- (d) The Board of Trustees shall appoint the members of the Violations Committee for terms of three years.
- (e) A member of the Violations Committee may be reappointed upon approval of the Board of Trustees.
- (f) An appointment to fill any vacancy on the Violations Committee shall be for the remainder of the unexpired term of the office. If any member fails to attend three successive meetings, the Violations Committee shall immediately declare the member's office vacant, and the Board of Trustees shall promptly fill such vacancy.

- (g) The Violations Committee members may be suspended and/or removed for cause by the Board of Trustees. Cause shall include but is not limited to, poor performance, negligence, inefficiency or inability to perform assigned duties, violations of the provisions of this instrument or of the DOR, misconduct, habitual drug use, or conviction of a crime.
- (h) The Violations Committee members shall elect a Violations Committee Chair, who shall be a voting member, from among the members of the Violations Committee. The presence of three or more members shall constitute a quorum of the Violations Committee. Members shall serve without compensation, but may be reimbursed for such travel, mileage, and per diem expenses as may be authorized by the Board of Trustees and Florida Law.
- (i) The provisions of Section 286.011, Florida Statutes, "Florida's Government in the Sunshine Law," and Chapter 119, Florida Statutes, relating to public records, shall apply to the Violation Committee.
- (j) The Violation Committee shall meet on the second and fourth Friday of each month. The Chairman of the Violations Committee may cancel meetings without convening the full Violations Committee if no cases are set for hearing on any scheduled meeting date.

Section 4: Powers of the Violations Committee

The Violations Committee shall have the power to:

- Adopt rules for the conduct of its hearings in accordance with the general requirements of due process.
- Request alleged violators and witnesses attend its hearings.
- Request evidence to its hearings.
- Take testimony under oath.
- Issue Findings of Fact, Final Orders, and Recommended Orders as provided in Section 7 of this resolution.

Section 5: Conflict of Interest

The following provisions shall apply to the members of the Violations Committee:

- (a) If a member of the Violations Committee has a conflict of interest with regard to an alleged violation, that member of the Violations Committee shall not vote on the violation and must comply with the requirements of Section 112.3143, Florida Statutes, related to voting conflicts. A conflict of interest may be, but is not limited to, any measure that may cause the Violations Committee member, or any family member or business associate of the Violations Committee

member, or any corporate entity that the Violations Committee member is associated with, any special private gain or loss.

- (b) No Violations Committee member shall communicate with any owner outside of a hearing concerning a violation on that owners' property. This restriction shall extend to any person appearing or interceding on behalf of an owner, whether or not such person may have a direct personal or financial interest in the property involved in the alleged violation.
- (c) Violation on the part of a member of the Violations Committee of the provisions of this section may result in immediate removal of such member from the Violations Committee by the Board of Trustees.

Section 6: DOR Enforcement Staff.

The DOR Enforcement Staff (hereinafter "Staff") are employees of Barefoot Bay Recreation District hired by the Community Manager to serve as such. Said DOR Enforcement Staff shall constitute the Board of Trustees' designated representative in accordance with Article III, Section 13 of the DOR.

Section 7: Enforcement Procedure.

- (a) Either Staff or a resident filing a complaint with Staff may initiate enforcement proceedings for alleged violations of the DOR. No member of the Violations Committee may initiate such enforcement proceedings.
- (b) Upon receiving a resident filed complaint, or upon random patrol, Staff shall determine whether a specific DOR violation exists. If Staff determines that a violation of the provisions of the DOR exists, Staff shall notify the owner of the property and shall provide a reasonable time to correct the violation, not to exceed 180 days.
- (c) Should the violation continue beyond the time specified for correction, Staff shall schedule the case for a hearing before the Violations Committee. Staff shall provide a Statement of Violation Letter and a Notice of Hearing to the owner of the property. Notice may be served by hand delivery to the occupant of the Lot or the record owner of the lot as shown on the Brevard County Tax Rolls; mailed by certified U.S. Mail, return receipt requested, to the occupant of the lot at the address on which the violation exists; or mailed by certified U.S. Mail, return receipt requested, to the address of the owner as shown on the Brevard County Tax Rolls. All Notices shall be deemed served upon mailing regardless of whether said Notice is received or refused by the recipient. If notice cannot be confirmed by certified U.S. mail, return receipt requested, notice may also be achieved by posting a copy of the Notice of Hearing in a conspicuous location upon the subject property on which the violation exists at

least three (3) days prior to the hearing and at the main Barefoot Bay Recreation District administrative office. Proof of such posting shall be by affidavit of the person posting the notice which affidavit shall include a copy of the notice posted and the date and places of its posting.

- (d) The Violations Committee shall hold a hearing to determine whether the violation exists. The hearing shall be quasi-judicial in nature, and the Violations Committee shall consider testimony and evidence presented by both Staff and the owner. Formal Rules of Evidence do not apply to quasi-judicial hearings held by the Violation Committee; however, general requirements of due process shall be utilized.
- (e) In cases involving alleged violations of Article III, Section 2 of the DOR, upon the finding of a violation, the Violations Committee shall issue a Findings of Fact and Final Order describing the nature of the violation; providing a method and reasonable time to cure the violation; and authorizing District Staff to take action to remedy the violation and lien the subject property in violation for expenses incurred in accordance with Article III, Section 2 (D) of the DOR. The Final Order of the Violations Committee shall be the final decision of Barefoot Bay Recreation District as to said violation. Any party may appeal a Final Order of the Violation Committee to the 18th Circuit Court for Brevard County or other appropriate court of jurisdiction. Any such appeal must be filed within thirty (30) days of rendition of the Order. For purposes of this section, rendition occurs when a copy of the executed Final Order is received and recorded by the Clerk to the Violation Committee. An owner/respondent is solely responsible for all costs and filing obligations related to such appeal, including but not limited to the costs of obtaining a verbatim record of the proceedings appealed pursuant to Sec. 286.0105, Florida Statutes. Nothing herein shall prohibit the Violation Committee from also rendering a Recommended Order in cases involving an alleged violation of Article III, Section 2 of the DOR if the Violations Committee determines that further legal or equitable action should be taken should the violation not be corrected within the reasonable time provided in addition to the Final Order rendered. Any Recommended Order issued by the Violation Committee shall be presented to the Board of Trustees as provided in subsection (f) below.
- (f) In all other violation cases not involving Article III, Section 2 of the DOR, upon the finding of a violation, the Violations Committee shall issue a Findings of Fact and Recommended Order describing the nature of the violation; providing a method and reasonable time to cure the violation; and providing a recommendation to the Board of Trustees as to whether further legal or equitable action should be taken should the violation not be corrected within the reasonable time frame provided. If the violation is not corrected in accordance with the method and reasonable time to cure as provided in the Findings of Fact and Recommended Order, Staff shall schedule the consideration of Findings of Fact and Recommended Order to be heard by the Board of Trustees. Staff shall

provide notice of the Board of Trustees meeting at which the violation will be considered to the owner by the same method of notice provided in subsection (c) herein.

- (g) The Board of Trustees may consider a Findings of Fact and Recommended Order at a regularly scheduled meeting of the Board of Trustees. The Board shall not conduct a full de novo quasi-judicial hearing on the violation, but shall consider the Findings 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 Violations 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 DOR 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.
- (h) If a repeat violation of the DOR is found, Staff shall notify the owner, but is not required to give the owner a reasonable time to correct the violation prior to providing a Statement of Violation Letter and Notice of Hearing to the owner of the property. A repeat violation shall be a violation of a specific provision of the DOR by the same property owner previously found in violation of the same provision of the DOR by the Violations Committee.
- (i) If Staff has reason to believe a violation of the DOR or the condition causing the violation of the DOR presents a serious threat to the public health, safety, and welfare, or if the violation is irreparable or irreversible in nature, Staff shall make a reasonable effort to notify the owner and may immediately proceed to a quasi-judicial hearing before the Board of Trustees which shall determine if curative action or legal or equitable action is necessary.

Section 8: Provisions of the DOR that are to be enforced by the Violations Committee

The provisions of the DOR over which Violations Committee may make Findings of Facts and Recommended Orders are ARTICLE II, ARCHITECTURAL REVIEW AND CONTROL and ARTICLE III, RESTRICTIONS ON USE OF LOTS. The authority and procedures contained herein are in addition to any legal or equitable remedy provided for in the DOR.

Section 9: Legal Counsel

The Violations Committee may utilize an attorney who is a practicing member of the Florida Bar, either residing or practicing in Brevard County, to represent the Violations Committee when required. The attorney for the Violations Committee shall be appointed and compensated by the Board of Trustees. In no case, however, shall the attorney for the Violations Committee be the same attorney as the attorney for the Board of Trustees or be a member of the same firm as the attorney for the Board of Trustees.

Section 10: Board of Trustees Initiated Enforcement Action

- (a) The Board of Trustees may, in its discretion, and upon its own initiative, hold a hearing to determine whether a violation of the DOR exists without utilizing the Violations Committee in any case. In such a case, the Board of Trustees shall hold a quasi-judicial hearing and shall consider testimony and evidence presented by Staff, the owner, and any other relevant party.
- (b) Notice of the violation and Board of Trustees hearing to consider the same shall be provided to the owner in accordance with Section 7 (c) herein.
- (c) If the Board of Trustees determines that a violation exists, the Board of Trustees shall have the authority to take curative action in accordance with Article III, Section 2 of the DOR or to bring an action for injunctive or other appropriate relief in a court of competent jurisdiction in Brevard County, Florida to remedy the violation. If the Board of Trustees brings such legal action to enforce the DOR 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 such action.

Section 11: Conflicting Provisions.

All resolutions or parts of resolutions in conflict herewith are hereby repealed and all resolutions or parts of resolutions not in conflict herewith are hereby continued in full force and effect. Specifically, this resolution is intended to supersede and replace Resolution 2008-01 in its entirety.

Section 12: Severability.

If any provision of this resolution or the application thereof to any person or circumstances is held invalid, the invalidity shall not effect the other provisions or

applications of the resolution which can be given effect without the invalid provision or application, and to this end, the provisions of this resolution are declared severable.

Section 13: Prospective Application.

The rules, policies, and procedures related to the jurisdiction and composition of the Violations Committee and the processing of DOR violation cases, shall apply to cases currently pending before the Violations Committee and prospectively to all new cases brought before the Violations Committee. This resolution shall have no retroactive effect to cases previously found in violation of the DOR or subject to any prior enforcement rules, policies, and procedures adopted by the Board of Trustees, including, but not limited to, the prior recording of any lien, the prior pursuit of foreclosure of any such lien, and/or the prior pursuit of any other legal or equitable action against any property previously determined by any Code Enforcement Board, Violations Committee, or Board of Trustees to be in violation.

Section 14: Effective Date

This resolution shall take effect immediately upon adoption.

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

Chairman, Joseph Klosky	___Y___
Trustee, Louise Crouse	___Y___
Trustee, Thomas Guinther	___Y___
Trustee, Brian Lavier	___Y___
Trustee, Frank Cavaliere	___Y___

The Chairman thereupon declared this resolution duly passed and adopted this 28th day of July, 2015.

BAREFOOT BAY RECREATION DISTRICT

By:


JOSEPH KLOSKY, Chairman

Attest:


THOMAS GUINTHER, Secretary

Board of Trustees Meeting Agenda Memo

Date: Thursday, December 14, 2023
Title: Violations Committee Assignments
Section & Item:
Department: Administration, District Clerk
Fiscal Impact: N/A
Contact: Kent Cichon, Community Manager
Attachments: N/A
Reviewed by: Yes
General Counsel:
Approved by: Kent Cichon, Community Manager



Requested Action by BOT

Approval of a voting member assignment to an alternate position and an alternate member moving up to a voting member position.

Background and Summary Information

Violations Committee Voting member David Wheaton is requesting to move to an alternate member position and alternate member Edward Haslam has requested to move up into a voting member position. It is within the Board's authority to reassign members of the Violations Committee as the members have been previously appointed to the Violations Committee by the Board.

Staff recommends the BOT consider assigning voting member David Wheaton to an alternate position and assign alternate member Edward Haslam to assume the vacated voting member position on the Violations Committee.



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: December 14, 2023

Subject: Manager's Report

Finance

Assessment received – 28.1% collected or \$1,303,805.

Resident Relations

ARCC Meeting 12/5/2023

- 1 Old Business Item –approved
- 13 Consent Permits – approved
- 9 Other Permits – 8 approved, 1 denied

VC Meeting 12/8/2023

- Cancelled – all cases in compliance or DOR is working with the homeowners

Food & Beverage

- The 2024 Winter Beats series schedule is posted with a great line up of entertainment. Tickets for the first weekend in the series “The Atlantic City Boys and The DIVAS” are SOLD OUT. Tickets for the 1969 show go on sale December 19th and the Sounds of Soul go on sale January 2, both at 9am in Building A. Flyers with the full schedule and ticket sale dates are posted.
- The Lounge and the 19th Hole will close at 6pm on Christmas Eve and will be closed on Christmas day.
- SoulTime will be on the Lake Stage on New Year's Eve from 8pm – 12:15am. There is a \$5 gate fee and party favors and a champagne toast will be included.

Property Services

- Pools
 - Rotated out older Pool #1 chairs with temporary chairs and then with permanent chairs
 - Addressed Pool #1 heater issues under warranty
 - Chose contractor and ordered additional parts for Pool #1 ramp and new smoking area
 - Addressed Pool #3 heater issues
 - Continued to investigate Pool #3 electrical issues
 - Ordered materials, picked up the fences, and met onsite with potential contractors for the new smoking area at Pool #1
 - Installed yellow tape at the edge of the Lakeside of the Lounge Stage for safety
- Administration Building
 - Removed the plastic screen at the front desk
 - Met with multiple vendors to obtain quotes for replacing Administration Building floors
- Repaired burned out lights on the Fishing Pier
- Repaired large water leak at the beach property
- Completed installation of the improved lawn bowling irrigation system
- Trimmed trees requiring the lift
- Installed all the Christmas decorations
- Completed joint Building A beautification project with the Food & Beverage Department
- Hired and began training the new Property Services Crew Leader

Golf-Pro Shop

- The Golf Course will close at 2pm on Christmas Eve, with the last club cart out at 10am
- The Golf Course will be closed on Christmas Day
- The Golf Course will close at 2pm on New Year's Eve, with the last club cart out at 10am
- Brightview Maintenance
 - The greens have been treated with a fungicide, insecticide, and fertilizer application
 - The tee complexes were also treated with a fertilizer application
 - The greens and tee complexes were over seeded along with bare areas in the fairways
 - The ball washers have been painted
 - Due to the change in seasons and colder weather this time of year, Brightview has indicated that it will no longer be able to attack the weeds on the greens with herbicides. If the greens were sprayed with herbicides, it would damage the weed, but it would also kill off the overseed leaving bare areas on the greens. Weed control on the greens this winter will be accomplished through hand pulling of the smaller weeds. Once the transition from winter to late spring occurs, the weeds on the greens will be attacked again.

Golf-Pro Shop (continued)

- The fairways have received another application of the enhanced pigment program (see below)

12th Fairway



11th Surround



18th Fairway



18th Fairway (No enhanced pigment program)

