



**BAREFOOT BAY
RECREATION DISTRICT**

Barefoot Bay Recreation District Regular Meeting
October 8, 2021 at 1:00 PM
Building D&E

Agenda

Please turn off all cell phones

- 1. Thought of the Day**
- 2. Pledge of Allegiance to the Flag**
- 3. Roll Call**
- 4. Additions or Deletions to the Agenda**
- 5. Approval of the Agenda**
- 6. Presentations and Proclamations**
 - A. Cancer Awareness Proclamation
- 7. Approval of Minutes**
 - A. Minutes dated September 28, 2021
- 8. Treasurer's Report**
 - A. Treasurer's Report
- 9. Audience Participation**
- 10. Unfinished Business**
 - A. Discussion of COVID-19 Precautions
 - B. Steward Medical Group Proposed Ground Lease
- 11. New Business**
 - A. Violations Committee Appointments
 - B. Golf Course Lake Bank RFP Evaluation Committee Recommendation
 - C. Neighborhood Revitalization Program(NRP) Purchase Confirmation 413 Plover Drive
- 12. Manager's Report**
 - A. October 8th Community 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

Proclamation

Every year, thousands of people in the United States are diagnosed with cancer. All cancers are cruel, inflicting pain and hardship for families. We honor the courage of those affected by cancer and this month renew our commitment to helping fight this illness that takes the lives of far too many.

WHEREAS, while tremendous progress has been made in the fight against cancer, there is still much work to be done. Cancer remains the second-leading cause of death in the United States. Thanks to early detection, preventive measures, and medical innovation, survival rates for the most common cancer types — lung, colorectal, breast, and prostate — have vastly improved, providing much-needed hope to millions of patients and their families nationwide. Despite the decreasing death rate from cancer over the last few decades, the disease claims the lives of roughly 1,600 Americans daily, resulting in nearly 600,000 deaths annually.

WHEREAS, we extend our sincere appreciation to the devoted healthcare professionals, scientists, and researchers who have committed their lives to discovering a cure for cancer.

NOW BE IT RESOLVED, by the Board of Trustees of Barefoot Bay Recreation District, to recognize October 2021 as Cancer Awareness Month in our District in the State of Florida. I encourage all Barefoot Bay residents to increase awareness of what can be done to detect and treat all forms of cancer through their participation in this year's Color My World Cancer Free Walk on October 16, 2021, in Barefoot Bay. It is vital that those affected by cancer have access to quality, affordable care, and that research of all forms of cancer continues to be vigorously supported.

Passed and adopted by the Board of Trustees, Barefoot Bay Recreation District on this 8TH day of October 2021.

**Board of Trustees
Barefoot Bay Recreation District
Barefoot Bay, FL**

By: _____
Michael R. Maino, Chairman



BAREFOOT BAY RECREATION DISTRICT

Board of Trustees Regular Meeting
September 28, 2021
7PM –Building D&E

Meeting Called to Order

The Barefoot Bay Recreation District Board of Trustees held a Meeting on September 28, 2021, Building D&E 1225 Barefoot Boulevard, Barefoot Bay, Florida. Mr. Maino called the meeting to order at 7PM.

Pledge of Allegiance to the Flag

Led by Mr. Morrissey.

Roll Call

Present: Mr. Grunow, Mr. Nugent, Mr. Morrissey, Mr. Amoss, Mr. Maino. Also, present, John W. Coffey, ICMA-CM, Community Manager, Cliff Repperger, General Counsel and Stephanie Brown, District Clerk.

Presentations and Proclamations

None.

Approval of Minutes

Mr. Grunow made a motion to approve minutes dated September 10, 2021. Second by Mr. Morrissey. Motion passed unanimously.

Treasurer's Report

Mr. Amoss made a motion to approve the Treasurer's Report for September 28, 2021, as read. Second by Mr. Grunow. Motion passed unanimously.

Audience Participation

Richard LePage-1037 Royal Palm-voiced his concerned about COVID-19 precautions and implored residents to be safe.



BAREFOOT BAY RECREATION DISTRICT

Unfinished Business

Discussion of COVID-19 Precautions

Mr. Grunow voiced his concern regarding indoor activities and would like residents to practice safety precautions. Mr. Coffey responded that they would keep as many activities outside as possible (ex: Karaoke). Mr. Amoss suggested checking air units and changing air filters frequently.

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

Steward Medical Group Proposed Ground Lease

Mr. Repperger made a request per Steward Health Care System, LLC Deputy General Counsel Pavan Parikh to the BOT to table this agenda item until the October 8, 2021, BOT Meeting.

Mr. Grunow made a motion to table agenda item to the October 8, 2021, BOT Meeting. Second by Mr. Nugent. Motion passed unanimously.

New Business

Rules for the BOT Amendment

Resolution 2021-16 Read by Mr. Repperger:

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

Mr. Nugent made a motion to approve Resolution 2021-16 as read. Second by Mr. Morrissey. Motion passed unanimously.

ADA Lifts for Pools Proposal

Staff recommends the BOT approve the \$15,867.00 proposal from Pool Lift Specialists for the installation of ADA pool lifts at all three pools.

Mr. Morrissey voiced his disapproval of a proposal that includes only partial costs.

Mr. Morrissey made a motion to approve the \$15,867.00 proposal from Pool Lift Specialists for the installation of ADA pool lifts at all three pools. Second by Mr. Grunow. Motion passed unanimously.

Motion was withdrawn.



BAREFOOT BAY RECREATION DISTRICT

Mr. Amoss made a recommendation to install 3 Scout Excel models as opposed to two Scout Excel models and a Ranger 2 model.

Mr. Morrissey made a motion to award the contract to Pool Lift Specialists for the installation of 3 Scout Excel ADA model pool lifts in the amount of \$17,127.00. Second by Mr. Grunow. Motion passed unanimously.

Building A Renovations Project: Change Order #14 Confirmation

Staff recommends the BOT confirm the Community Manager's approval of Change Orders #14A, #14B, and #14C in the amount of \$3,556.05 for minor alterations offset by a credit for damages to Parkit Construction, Inc.

Mr. Grunow made a motion to confirm the Community Manager's approval of Change Orders #14A, #14B, and #14C in the amount of \$3,556.05 for minor alterations offset by a credit for damages to Parkit Construction, Inc. Second by Mr. Nugent. Motion passed unanimously.

Lease Agreement with Brevard County (Utility Services Department)

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

Mr. Nugent made a motion to approve the Amendment and Renewal of Lease Agreement with Brevard County Utility Services Department. Second by Mr. Morrissey. Motion passed unanimously.

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

Resolution 2021-19 Read by Mr. Repperger:

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

Mr. Amoss made a motion to approve Resolution 2021-19 as read. Second by Mr. Nugent Motion passed unanimously

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

Resolution 2021-20 Read by Mr. Repperger:

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

Mr. Amoss made a motion to approve Resolution 2021-20 as read. Second by Mr. Nugent Motion passed unanimously.



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

Resolution 2021-17 Read by Mr. Repperger:

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

Mr. Amoss made a motion to approve Resolution 2021-17 as read. Second by Mr. Nugent. Motion passed unanimously.

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

Resolution 2021-18 Read by Mr. Repperger:

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

Mr. Amoss made a motion to approve Resolution 2021-18 as read. Second by Mr. Nugent. Motion passed unanimously.

FY22 Budget Amendment: Audio-Visual Tech Position Reorganization

Resolution 2021-15 Read by Mr. Repperger:

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

Mr. Morrissey made a motion to approve Resolution 2021-15 as read. Second by Mr. Grunow. Motion passed unanimously.

2022 BOT and Quarterly Townhall Regular Meeting Schedule

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

Mr. Amoss made a motion to approve the proposed dates for the 2022 regularly scheduled BOT meeting and April 19, 2022, 7-9pm, July 7, 2022, 9-11am, and October 4, 2022, 7-9pm for the Quarterly Townhall Meetings in 2022. Second by Mr. Nugent. Motion passed unanimously.



BAREFOOT BAY RECREATION DISTRICT

Manager's Report

Resident Relations

ARCC Meeting 09/14/2021

- 1 Old Business Items – Tabled until the attorneys come to a resolution
- 5 Consent Items – approved
- 4 Other Items – approved

ARCC Meeting 9/28/2021

- 9 Consent Items – approved
- 6 Other Items – approved

Next ARCC Meeting

- Is scheduled for October 12th at 9am in Bldg. D/E.

VC Meeting 09/24/2021

- 15 Cases – came into compliance prior to the meeting
- 1 case – homeowner is working with staff toward voluntary compliance
- 2 Cases – presented and found to be in violation

Food & Beverage

- **Music Bingo** starts in Building A on October 11th from 5:30-8:30pm. The bar opens at 4pm and light meals will be available for purchase from 4-7pm. Badges or guest passes are required.
- **Karaoke** will move from Thursday to Tuesday night beginning Tuesday, October 5th from 5-10pm.

Great October events. Save the dates!

- Saturday October 2, 2021
 - The German Club, Paradise Planners, and BBRD are holding an **Oktoberfest** in the Pool #1 area starting at noon.
 - An International Polka Band will perform on the Lakeside Stage from 12:30-4pm.
 - Paradise Planners will transform the area into a fairy tale German village.
 - Kegs of Warsteiner beer, a favorite of our Barefoot Bay German Club residents, will be flowing as well as brats, German potato salad, hot dogs, big pretzels, and more.
 - Tickets and/or badges are not required for this event.
- October 16, 2021
 - This year's annual walk for cancer is themed "**Color My World Cancer Free**" and is a fundraiser for all cancers.
 - The walk will be held under the oaks by the New Administration Building at 9am. Sign up is going on now in the CVO office.
 - There will be music, a special drink menu, snacks, and activities in the Pavilion area after the



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walk. BBRD Departments have a friendly competition to see who can raise the most funds for the charity. While the District collectively raised over \$5,000 of the \$14,000 raised for the Sea of Pink cause in 2019, the Administration team beat out the other Departments by raising over \$4,000. We'll see which Department can raise the bar this year.

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

Winter Beats Series

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

Property Services

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

Golf-Pro Shop

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

General Information

- **No signs on the Media Reminder** – Residents are reminded that snipe signs (i.e., typically yard sales or political signs) are not allowed on the median in the middle of Barefoot Blvd. Although said median is within the Brevard County right-of-way, multiple historic agreements between Brevard County and BBRD, grant BBRD maintenance responsibility.



BAREFOOT BAY RECREATION DISTRICT

- **RFP Evaluation Committee Meetings Reminder**

- Golf Course Lake Bank RFP Evaluation Committee Meeting
 - Mon., Oct. 4th meeting is canceled
 - Recommendation will be on the October 8th BOT agenda for consideration
- Bldg. A Retaining Wall RFP Evaluation Committee Meeting:
 - Mon., Oct. 4th, Administration Conference Room at 1pm
 - Mon., Oct. 11th, Administration Conference Room at 1pm (if needed)

Attorney's Report

Mr. Repperger stated that the spouse of the owner of 750 Lark Drive has made significant progress towards bringing the DOR violation into compliance, and he will not be filing a lawsuit at this time. He also stated that the Brevard County Delegation Meeting is scheduled for Sept 29, 2021, and he and Mr. Grunow will be in attendance. Mr. Repperger will have an update on the beach restroom pilings at the October 8, 2021, BOT Meeting.

Incidental Trustee Remarks

Mr. Grunow stated that the Veteran's Day Ceremony will be under the oaks weather permitting and encouraged residents to decorate their golf carts.

Mr. Morrissey voiced his concern on speeding in Barefoot Bay and asked if there was an update from Brevard County. Mr. Coffey responded that there hasn't been an update.

Mr. Maino stated that signs in Barefoot Bay have been removed/knocked down.

Adjournment

The next meeting will be on October 8, 2021, at 1pm in Building D/E.

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

Meeting adjourned at 8:10pm.

Jeff Grunow, Secretary

Stephanie Brown, District Clerk

Barefoot Bay Recreation District

Treasurer's Report

October 8, 2021

Cash Balances in General Fund as of 9/30/21

Petty Cash Total Petty Cash: \$ 2,500.00

Operating Cash in Banks

MB&T Operating Account 472,975.41
Total Operating Accounts: 472,975.41

Interest Bearing Accounts

MB&T Money Market Account 850,681.90
SBA Reserve Account 699,810.67
Total Interest Bearing Accounts: 1,550,492.57

Total Cash Balances in General Fund: \$ 2,025,967.98

Total Daily Deposits and Assessments Received for 9/21/21 - 9/30/21

Daily Deposits: \$ 24,831.03
Interest Received: Money Market Account
Interest Received: SBA Account
Interest Received: Other Interest -
Assessments Received: -
Total Deposits Received: \$ 24,831.03

Expenditures for 9/21/21 - 9/30/21

Check Number	Vendor	Description	Check Amount
57797	Florida Power & Light Co	Electricity: 8 /21	9,063.94
57807	Portable Restroom Trailers, LLC	50% Deposit for Portable Restrooms by Tennis Courts	28,985.00
57811	Special District Services, Inc	Management Fees: 9/21	13,752.18
57814	White Bird Law	Legal Fees: 8/21	12,983.50
57816	Brevard County Clerk of Court	Purchase of 413 Plover Dr - NRP	15,653.48
	United States Treasury	Payroll Taxes - for the pay period ending Sep 26, 2021	16,566.13
	PayChex	Net Payroll for the pay period ending Sep 26, 2021	57,079.34

Total Expenditures \$5,000 and above: \$ 145,019.63

Expenditures under \$5,000: \$ 33,488.46

Total Expenditures: \$ 178,508.09

Board of Trustees Meeting Agenda Memo

Date: Friday, October 8, 2021
Title: **Discussion of COVID-19 Precautions**
Section & Item: 10.A
Department: Administration, District Clerk
Fiscal Impact: N/A
Contact: John W Coffey, ICMA-CM, Community Manager, Ernie Cruz,
Golf Manager
Attachments:
Reviewed by General
Counsel: N/A
Approved by: John W. Coffey, ICMA-CM, Community Manager



Requested Action by BOT

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

Background and Summary Information

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

On September 10, 2021, staff implemented a temporary 30 day "one-rider per cart" rule for the Golf Course in response to an uptick in positive cases in BBRD and players' concerns. Golf Operations Manager Cruz recommends not continuing said temporary rule and going back to the standard two-rider to a cart rule. Mr. Cruz will be at the meeting to address any concerns the BOT may have regarding his recommendation.

Staff has no other recommendations as of the date of the publication of this agenda packet (October 1, 2021).

Staff requests direction from the BOT regarding this matter.

Board of Trustees Meeting Agenda Memo

Date: Friday, October 8, 2021

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

Section & Item: 10.B

Item:

Department: Administration

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

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

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

Reviewed by

General

Counsel: Yes

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

Requested Action by BOT

Approve Commercial Ground Lease with Steward Medical Group.

Background and Summary Information

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

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

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



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

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LEASE AGREEMENT

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

WITNESSETH THAT:

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

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

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

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

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

SECTION 102. TERM AND RENEWAL

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

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

SECTION 103. USE OF PROPERTY

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

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

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

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

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

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

SECTION 104. BASE RENT AND ADJUSTMENTS

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

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

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

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

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

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

ARTICLE 2 **BBRD AND TENANT OBLIGATIONS**

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

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

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

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

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

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

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

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

SECTION 206. FAILURE OF TENANT TO COMPLETE CONSTRUCTION.

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

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

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

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

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

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

ARTICLE 3 **TAXES**

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

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

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

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

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

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

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

ARTICLE 4 **INSURANCE AND INDEMNITY**

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

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

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

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

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

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

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

SECTION 402. PROPERTY INSURANCE:

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

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

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

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

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

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

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

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

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

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

ARTICLE 5

PREVENTION OF USE OF THE PROPERTY

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

ARTICLE 6

DEFAULT BY TENANT

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

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

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

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

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

ARTICLE 7 **DEFAULT BY BBRD**

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

ARTICLE 8 **REAL ESTATE COMMISSION**

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

ARTICLE 9

IDENTITY OF INTEREST

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

ARTICLE 10

NOTICES AND REPORTS

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

BBRD: John Coffey, ICMA-CM
Community Manager
Barefoot Bay Recreation District
625 Barefoot Blvd.
Barefoot Bay, Florida 32934

Tenant: Sanjay K. Shetty, MD
Executive Vice President
Steward Medical Group
c/o Steward Health Care System
1900 N. Pearl Street
Suite 2400
Dallas, TX 75201

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

ARTICLE 11
MEMORANDUM OF LEASE

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

ARTICLE 12
ENTRY OF BBRD

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

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

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

ARTICLE 13
LEASE EXPIRATION

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

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

ARTICLE 14 **QUIET ENJOYMENT**

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

ARTICLE 15 **BBRD POLICIES**

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

ARTICLE 16 **NONDISCRIMINATION**

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

and as said regulations may be amended.

ARTICLE 17 **WARRANTIES**

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

ARTICLE 18 **ASSIGNMENT AND SUBLETTING**

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

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

SECTION 1901. ENVIRONMENTAL REPRESENTATIONS AND WARRANTIES BY TENANT.

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

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

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

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

ARTICLE 20 **MORTGAGE INTEREST**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 21 **ATTORNEYS FEES**

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

ARTICLE 22 **OTHER PROVISIONS**

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

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

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

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

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

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

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

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

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

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

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

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

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

Signed, Sealed and Delivered
in the presence of:

BAREFOOT BAY RECREATION DISTRICT

Witness

By:

Mike Maino, Chairman
Barefoot Bay Recreation District Board of Trustees

Witness

Attest:

Jeff Grunow, Secretary
Barefoot Bay Recreation District Board of Trustees

STATE OF FLORIDA
COUNTY OF BREVARD

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

Notary Public

Name: _____

My Commission Expires: _____

TENANT:
STEWARD MEDICAL GROUP

Witness

By:_____

Printed Name:_____

Printed Title:_____

Witness

Attest:_____
(corporate seal)

STATE OF _____
COUNTY OF _____

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

Notary Public

Name: _____

My Commission Expires: _____

EXHIBIT A
DESCRIPTION OF LEASED PROPERTY

DRAFT

EXHIBIT B
TENANT CONCEPTUAL SITE PLAN



SKETCH TO ACCOMPANY DESCRIPTION

NOT A BOUNDARY SURVEY

PARK PARCEL #1

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



SCALE: 1"=50'

SHEET 1 OF 2

PREPARED BY:

ALLEN
Engineering, Inc.

SURVEYORS - ENGINEERS

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

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

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

PREPARED AND CERTIFIED FOR:

EXHIBIT A

BAREFOOT BAY RECREATION DISTRICT

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

DESCRIPTION

NOT A BOUNDARY SURVEY

DESCRIPTION: PARK PARCEL #1

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

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

SURVEYOR'S NOTES:

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

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

SHEET 2 OF 2

PREPARED BY:

ALLEN
Engineering, Inc.

SURVEYORS - ENGINEERS


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

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

SURVEYOR'S CERTIFICATION:

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

ALLEN ENGINEERING, INC.

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

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

PREPARED AND CERTIFIED FOR:

BAREFOOT BAY RECREATION DISTRICT

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

Exhibit “B”

Conceptual Site Plan





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

December 3, 2020

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

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

Honorable Board of Trustees:

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

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

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

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

See attached conceptual aerial illustration, Exhibit “A”.

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

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

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

Base Rent during

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

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

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

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

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

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


Exclusivity:

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

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

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

Sincerely,



Sanjay K. Shetty, MD
Executive Vice President

AGREED TO AND ACCEPTED BY:

Barefoot Bay Recreational District


By: 
Name: Joseph Riosky
Title: Chairman

Exhibit "A"



Board of Trustees

Meeting Agenda Memo

Date: Friday, October 8, 2021
Title: **Violations Committee Appointments**
Section & Item: 11.A
Department: Resident Relations, DOR
Fiscal Impact: N/A
Contact: Richard Armington, Resident Relations Manager, John W Coffey, ICMA-CM, Community Manager
Attachments: resignation email, Sue Hall letter of interest, Crouse letter of interest, Violations Committee Roster, Resolution 2015-16
Reviewed by
General Counsel: Yes
Approved by: John W. Coffey, ICMA-CM, Community Manager



Requested Action by BOT

Selection of two homeowners to fill vacant positions and re-appointment of all current members to 3-year terms.

Background and Summary Information

Recently the following positions have become open on the Violations Committee:

- Alternate (formerly held by Ms. Deanna Newman, who resigned on August 18, 2021)
- Voting Member (currently held by Ms. Arlene Maguire whose term expires on October 11, 2021 and is not seeking re-appointment)

At the time of the drafting of this agenda memo, the following individuals submitted resumes/letters of interest for consideration of appointment to the Violations Committee:

- Sue Hall
- Louise Crouse

Additional resumes/letters of interest that are received prior to the meeting will be forwarded to the BOT and placed on www.bbrd.org.

Traditionally, the BOT has moved the existing Alternate member into a Voting member position and then appoint an Alternate member when a Voting member resigns or the term expires.

Additionally, in verifying the roster staff discovered the past appointments to the Violations Committee were inconsistent with Resolution 2015-16 which governs the composition and authority of the committee. Specifically, 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." Hence, to return to compliance with Resolution #2015-16 and to reduce future roster tracking issues, staff recommends the current members be re-appointed to 3-year terms effective October 1, 2021 and expiring September 30, 2024

Hence, staff recommends the BOT appoint the following individuals to the respective positions for 3-year terms effective October 1, 2021:

- Voting members
- Hurrol Brinker
- David Wheaton
- John Vogt

- Vickie Sloss
- Stephen Holmberg (currently an alternate)

Alternates

- Two homeowners from list of interested parties

John Coffey

From: Stephanie Brown
Sent: Thursday, August 26, 2021 9:25 AM
To: John Coffey
Subject: Alternate on the VC Committee
Attachments: image001.png

See below. FYI

Stephanie Brown

District Clerk
Barefoot Bay Recreation District
625 Barefoot Blvd.
Barefoot Bay, FL 32976
Phone: 772.664.3141 ext 210
Fax: 772.664.1928

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From: Sally Biondolillo <sallybiondolillo@bbrd.org>
Sent: Thursday, August 26, 2021 9:24 AM
To: Stephanie Brown <sbrown@bbrd.org>
Cc: Rich Armington <richarmington@bbrd.org>
Subject: Message from an Alternate on the VC Committee

Stephanie,

Please see the message below.

Thank you,

Sally-Ann Biondolillo
DOR/ARCC Administrative Assistant
625 Barefoot Blvd.
Barefoot Bay, FL 32976
Tel: (772) 664-3141 Ext. 203
Fax: (772) 664-7552
sallybiondolillo@bbrd.org



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From: Deanna Newman <deanna7121@gmail.com>
Sent: Wednesday, August 18, 2021 7:25 PM
To: Sally Biondolillo <sallybiondolillo@bbrd.org>
Subject: Re: 08.27.2021 VC Agenda, Minutes and Packet

Hi Sally,

Unfortunately due to my work schedule, I'm going to have to step down from the violation committee as of today.

Sorry and thanks for everything!

Deanna Newman

On Wed, Aug 18, 2021, 8:38 AM Sally Biondolillo <sallybiondolillo@bbrd.org> wrote:

Attached you will find the Agenda, Minutes and Packet for the next VC meeting being held on August 27, 2021.

Thank you,

Sally-Ann Biondolillo

DOR/ARCC Administrative Assistant

625 Barefoot Blvd.

Barefoot Bay, FL 32976

Tel: (772) 664-3141 Ext. 203

Fax: (772) 664-7552

sallybiondolillo@bbrd.org



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John Coffey

From: Stephanie Brown
Sent: Friday, September 24, 2021 2:51 PM
To: John Coffey
Subject: FW: Violations Committee

See below.

Stephanie Brown

District Clerk
Barefoot Bay Recreation District
625 Barefoot Blvd.
Barefoot Bay, FL 32976
Phone: 772.664.3141 ext 210
Fax: 772.664.1928

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From: Sally Biondolillo <sallybiondolillo@bbrd.org>
Sent: Thursday, September 23, 2021 2:22 PM
To: Stephanie Brown <sbrown@bbrd.org>
Cc: shprthd728@yahoo.com
Subject: FW: Violations Committee

Stephanie,

Please see Susan's email below.

Please let us know if you need anything else for her to be considered for the position on the Violation Committee.

Thank you,

Sally-Ann Biondolillo
DOR/ARCC Administrative Assistant
625 Barefoot Blvd.
Barefoot Bay, FL 32976
Tel: (772) 664-3141 Ext. 203
Fax: (772) 664-7552
sallybiondolillo@bbrd.org



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From: Susan Hall <shprthd728@yahoo.com>
Sent: Thursday, September 23, 2021 1:59 PM
To: Sally Biondolillo <sallybiondolillo@bbrd.org>
Subject: Re: Violations Committee

Sally

I really don't have a resume anymore as I've been retired for over 4 years but here is information on myself.

2001-2017/Trust Administrative Officer for US Trust/Bank of America Private Wealth Division, I assisted clients with all their banking, investments and trusts.

I have over 40 years of experience working as an Executive Assistant, working for Deloitte and Touche Consulting and Anderson Consulting in Chicago.

I have lived in Barefoot Bay since 2017, I lived at 606 Royal Tern Drive and previous to that I lived in Snug Harbor for 2 years, I now live at 904 Hawthorn Circle since October of last year.

I also teach Mahjongg lessons at Johns Island on Tuesday and Thursdays from November to April.

I am interested in the position on the Violation Committee,

Thank you for your time,

Susan Hall
219-765-1099

On Monday, September 20, 2021, 02:02:02 PM EDT, Sally Biondolillo <sallybiondolillo@bbrd.org> wrote:

Susan,

The Violation Committee consists of five members and two alternates, all must be property owners here in the Bay.

The Committee meets every second and fourth Friday of every month.

The DOR staff will present cases that have been found to be in violation of the Deed of Restrictions.

The Committee votes yah or nay, if found to be in violation a Final Facts and Conclusion is signed and forwarded to the homeowner.

Once found to be in violation, they are give so many days to correct, if not corrected the homeowner's property is placed on suspension and they may not use our facilities.

If still not corrected within the time frame given by the Committee, the case will be brought to the Board of Trustees for further action.

I have also attached a copy of the Deed of Restrictions for your review.

Please let me know if you have any other questions.

Thank you,

Sally-Ann Biondolillo

DOR/ARCC Administrative Assistant

625 Barefoot Blvd.

Barefoot Bay, FL 32976

Tel: (772) 664-3141 Ext. 203

Fax: (772) 664-7552

sallybiondolillo@bbrd.org



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From: Stephanie Brown <sbrown@bbrd.org>
Sent: Monday, September 20, 2021 1:05 PM
To: Sally Biondolillo <sallybiondolillo@bbrd.org>
Cc: Kristen Gelinas-Sullivan <KSullivan@bbrd.org>
Subject: FW: Violations Committee

Hi Sally,

Can you please respond to the resident below?

Thank you

Stephanie Brown

District Clerk

Barefoot Bay Recreation District

625 Barefoot Blvd.

Barefoot Bay, FL 32976

Phone: 772.664.3141 ext 210

Fax: 772.664.1928

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From: Susan Hall <shprthd728@yahoo.com>
Sent: Monday, September 20, 2021 12:51 PM
To: Stephanie Brown <sbrown@bbrd.org>
Subject: Violations Committee

Stephanie

Can you tell me more about the position on the violations committee. I'm interested but would like to know what the position entails.

Thank you

Susan Hall

904 Hawthorn Circle 219-765-1099

September 27, 2021

Louise Crouse
808 Sapodilla Drive
Barefoot Bay FL 32976

Barefoot Bay Board of Trustees

Re: Vacancy on the Violations Committee

Qualifications:

- Served on the Board of Trustees from 2007 to 2016

Firsthand knowledge of the Violation Committee's work to protect and support the Deed of Restrictions

Knowledge of the legal requirements for processing violations

Working with residents to best understand the process of making claims of violations, investigations and the requirements for notification and curing the violation.

- Served on the Committees to revise the Deed of Restrictions-

This process gave me working knowledge of what is in the document and the relationship of this document to the ARCC and the Policy Manual for Employees and the Board of Trustees

- Full time resident since 2003

- Active in the Barefoot Bay Community

Neighborhood Watch Coordinator, Little Theater, Computer Club and Pinochle Club.

Volunteer- Concordia Lutheran Church- Office Administrator and Treasurer;
Ecumenical Council Food Pantry Executive Board and volunteer at the Food Pantry

I feel that my experience and community involvement would be an asset to the work of the Violations Committee. Please consider me for appointment to the committee. If you have further questions, please contact me by email at lcrouse2@cfl.rr.com or by phone- 772-913-5113. Thank you for your consideration.

Louise Crouse



Barefoot Bay Recreation District

Violations Committee Roster (30Sep21)

Contact Information	Appointment Date*	Reappointed Y/N	End of Term	Number of Terms Served
David Wheaton 1477 Barefoot Circle Barefoot Bay, FL 32976 Bendavid58@yahoo.com 239.220.0948	9/22/2020	N/A	9/21/2023	
Hurrol Brinker, Vice-Chair 554 Tarpon Drive Barefoot Bay, FL 32976 Pbrinker3@cfl.rr.com 772.202.4216	10/9/2020	N/A	10/8/2023	
John C. Vogt 644 Periwinkle Circle Barefoot Bay, FL 32976 Johnv52@verizon.net 814.450.9923	12/4/2020	N/A	12/3/2023	
Vickie L. Sloss 625 Wedelia Drive Barefoot Bay, FL 32976 Vlsloss1@gmail.com 908.343.7000	10/09/2020	N/A	10/08/2023	
Vacant (term expires on 10/12/21)				
	Alternate(s)			
Stephen Holmberg 506 Puffin Drive Barefoot Bay, FL 32976 sbumpkins@yahoo.com 386.986.8578	2/23/2021	N/A	2/22/2024	
Vacant				

*Appointment date reflects date appointed as a voting member and does not include dates served as an alternate.

*Amending &
replacing 2008-01*

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

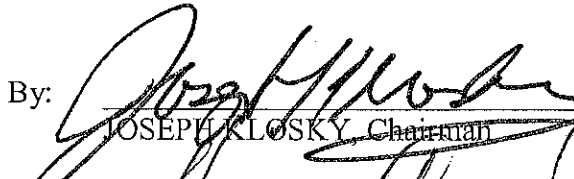
This resolution shall take effect immediately upon adoption.

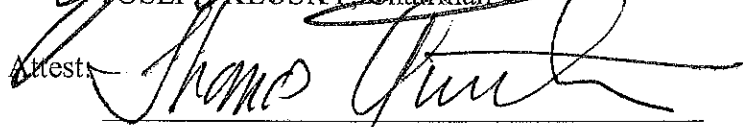
The foregoing resolution was moved for adoption by Trustee Guinther. The motion was seconded by Trustee Cavaliere and, upon being put to a vote, that vote was as follows:

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 KLOSKEY, Chairman

Attest: 
THOMAS GUINTHER, Secretary

*Lawn, landscaping &
power wash*

RESOLUTION 2015 -17

**A RESOLUTION OF THE BOARD OF TRUSTEES OF
THE BAREFOOT BAY RECREATION DISTRICT;
AMENDING, SUPERSEDING, AND REPLACING
RESOLUTION 2010-10; PROVIDING FOR AN
ENFORCEMENT PROCESS FOR DEED OF
RESTRICTIONS VIOLATIONS INVOLVING LAWN,
LANDSCAPING MAINTENANCE, AND POWERWASH
MAINTENANCE; PROVIDING FOR CONFLICTS;
PROVIDING AN EFFECTIVE DATE.**

WHEREAS, Article III, Section 2(A) of the Amended and Restated Deed of Restrictions for Barefoot Bay provides in relevant part that the lawn and landscaped areas of all lots within Barefoot Bay shall be maintained in good appearance and free from all underbrush, all rubbish, and weeds and grass in excess of six inches in height; and,

WHEREAS, Article III, Section 2 (B) of the Amended and Restated Deed of Restrictions for Barefoot Bay provides in relevant part that homes in Barefoot Bay shall be maintained free of mildew, mold, and dirt when the home is viewed from the street or from any adjacent lot; and,

WHEREAS, Article III, Section 2(D) of the Amended and Restated Deed of Restrictions for Barefoot Bay provides in relevant part that in the event that any lawn, landscaped areas, or home are not maintained in accordance with the above referenced requirements, 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 and bill the expense of such action to the lot owner; and,

WHEREAS, the Board of Trustees of Barefoot Bay Recreation District (hereinafter, "Board of Trustees") has previously adopted Resolution 2010-10 setting forth the enforcement process for violations involving lawn and landscape maintenance cases; and,

WHEREAS, The Board of Trustees desires to add powerwash maintenance to the enforcement process previously established by Resolution 2010-10; and,

WHEREAS, Barefoot Bay Recreation District has previously adopted Resolution 2015- regarding the processing of Deed of Restrictions violation enforcement cases; and

WHEREAS, the Board of Trustees finds that given the unique nature of lawn, landscaping, and powerwash maintenance violation cases said cases are required to be processed and remedied expeditiously to prevent harm to the health, safety, and welfare of the citizens of Barefoot Bay; and

WHEREAS, the Board of Trustees desires to establish a separate formal enforcement process for the handling of lawn, landscaping, and powerwash maintenance violation cases and

which affidavit shall include a copy of the notice posted and the date and places of its posting.

- (d) The Violations Committee may 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 DOR Enforcement Staff and the owner. Upon the finding of a violation of Article III, Section 2(A) or (B), the Violations Committee shall issue a Findings of Fact and Final Order describing the violation and providing three (3) days to cure the violation. The Violations Committee may extend the three (3) day period to cure said violation upon a showing by the owner/respondent that a longer time period for compliance is reasonable and necessary.
- (e) Pursuant to Article III, Section 2 (D) of the Amended and Restated Deed of Restrictions for Barefoot Bay, the Final Order shall direct Barefoot Bay Recreation District Property Services to cause the home and lot to come into compliance with the requirements of Article III, Section 2 (A) or (B) of the Amended and Restated Deed of Restrictions for Barefoot Bay and to bill the expense of such action to the owner if the violation is not corrected within the time to cure as provided in the Findings of Fact and Final Order.
- (f) For violations of Article III, Section 2 (A), the Final Order shall also provide that Barefoot Bay Recreation District Property Services may take repeated action to cause the home and lot to come into compliance with the requirements of Article III, Section 2 (A) of the Amended and Restated Deed of Restrictions for Barefoot Bay each time overgrowth in violation of Article III, Section 2 (A) of the Amended and Restated Deed of Restrictions for Barefoot Bay is observed and noted by DOR Enforcement Staff until such time as an Order of Compliance is obtained by the owner.
- (g) It is solely the responsibility of the owner to obtain an Order of Compliance for violations of Article III, Section 2 (A), to fully resolve the violation case and avoid continued actions to cure the violation taken by Barefoot Bay Recreation District Property Services. An Order of Compliance shall be issued by either the Violations Committee or Board of Trustees where DOR Enforcement Staff issues an affidavit of compliance acknowledging that the property owner and/or owner's agent has taken action to bring the property into compliance with the DOR. Once an Order of Compliance has been issued for a particular violation case against a subject property, DOR Enforcement Staff must bring a new enforcement action, including compliance with all notice requirements provided for in this Resolution prior to any additional action by Barefoot Bay Recreation District Property Services to bring the subject property into compliance. For violations of Article III, Section 2(B), DOR Enforcement Staff must bring a new enforcement action, including compliance with all notice requirements provided for in this Resolution, for each subsequent violation after curative efforts have been taken.

- (h) There shall be no administrative appeal rights related to Final Orders issued by the Violation Committee or Board of Trustees pursuant to this Resolution. Final Orders issued by the Violations Committee or Board of Trustees may be appealed to a court of competent jurisdiction in and for Brevard County, Florida. 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.

Section 3. Each time Barefoot Bay Recreation District Property Services takes action pursuant to Section 2 above to cause a home and/or lot to come into compliance with the requirements of Article III, Section 2 (A) or (B) of the Amended and Restated Deed of Restrictions for Barefoot Bay, the Board hereby determines that the expense of such action shall be billed to the lot owner in accordance with Article III, Section 2 (D) of the Amended and Restated Deed of Restrictions for Barefoot Bay. The amount of such expenses shall be in accordance with the cost assessment schedule attached and incorporated to this Resolution as Exhibit "A." The Board hereby determines that such amounts are reasonable and justified.

Section 4. Nothing herein shall limit or prohibit the Board of Trustees' 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 any violation of Article III, Section 2 (A) or (B) pursuant to Article III, Section 12 (C) of the Amended and Restated Deed of Restrictions for Barefoot Bay, and/or Resolution 2015-16.

Section 5. This Resolution shall become effective immediately upon its adoption and shall apply to all cases initiated after adoption.

Section 6. 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. This resolution is intended to supersede and replace Resolution 2010-10 in its entirety.

Section 7. 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.

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

Costs to Cure Violations

Initial Mow:

Equipment- Truck, lawn mower, weed eater, ear protection, safety glasses	\$20
Labor for two employees for one hour at \$10 per hour plus benefits and insurance	\$28
Code Enforcement costs of enforcement (Direct and indirect) - at least four trips, documentation, notices and meetings.	\$82
Postage and certified mail	<u>\$10</u>
Total	<u><u>\$140</u></u>

Recurring mows and General Landscape Maintenance:

Equipment	\$20
Labor per hour	\$28
Administration and Supervision	\$15
DOR Enforcement	<u>\$7</u>
Total	<u><u>\$70</u></u>

Powerwash:

Contractor Invoiced Cost	TBD
Code Enforcement costs of enforcement (Direct and indirect) - at least four trips, documentation, notices and meetings.	\$82
Postage and certified mail	<u>\$7</u>
Total	<u><u>\$89</u></u>

EXHIBIT "A"

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

Y
Y
Y
Y
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

Debris
4

RESOLUTION 2015 -18

**A RESOLUTION OF THE BOARD OF TRUSTEES OF
THE BAREFOOT BAY RECREATION DISTRICT;
AMENDING, SUPERSEDING, AND REPLACING
RESOLUTION 2013-05; PROVIDING FOR A DEED OF
RESTRICTION ENFORCEMENT PROCESS FOR
RESOLVING DEBRIS-RELATED VIOLATIONS;
PROVIDING FOR CONFLICTS; PROVIDING AN
EFFECTIVE DATE.**

WHEREAS, Article III, Section 2(C) of the Amended and Restated Deed of Restrictions for Barefoot Bay provides in relevant part that 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, and that the intent of Article III, Section 2(C) 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; and,

WHEREAS, Article III, Section 2(D) of the Amended and Restated Deed of Restrictions for Barefoot Bay provides in relevant part that in the event that any lawn, landscaped areas, driveway, carport, or home are not maintained in accordance with the above referenced requirement, 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 and to bill the expense of such action to the lot owner; and,

WHEREAS, if the expense of such curative action taken by Barefoot Bay Recreation District is not paid by the owner within thirty (30) days after the owner is provided with written notice of the same, Barefoot Bay Recreation District may record a Claim of Lien for said expenses against the subject property; and,

WHEREAS, the Board of Trustees of Barefoot Bay Recreation District (hereinafter "Board of Trustees") finds that violations of the Amended and Restated Deed of Restrictions for Barefoot Bay involving accumulation of debris present an increased threat to the health, safety, and welfare of the citizens of Barefoot Bay and must be resolved expeditiously to eliminate such a threat; and,

WHEREAS, the Board of Trustees desires to avail itself of the remedy authorized in Article III, Section 2 (D) of the Amended and Restated Deed of Restrictions for Barefoot Bay; and,

WHEREAS, the Board of Trustees has previously adopted Resolution 2013-05, providing a uniform and consistent procedure for evaluating and abating debris-related violations consistent with the Amended and Restated Deed of Restrictions for Barefoot Bay; and,

CFN 2015186205, OR BK 7455 PAGE 1085,
Recorded 09/21/2015 at 02:56 PM, Scott Ellis, Clerk of Courts,
Brevard County
Pgs:4

WHEREAS, the Board of Trustees desires to delegate authority to the Violations Committee to issue Finding of Fact and Final Orders as to certain debris-related violations; and,

WHEREAS, Barefoot Bay Recreation District has previously adopted Resolution 2015-16 regarding the processing of Deed of Restrictions violation enforcement cases;

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

Section 1. This Resolution shall apply to all violation cases citing a violation of Article III, Section 2(C) of the Amended and Restated Deed of Restrictions for Barefoot Bay.

Section 2. Violations referenced in Section 1 shall be processed in accordance with this Resolution and in conjunction with Resolution 200815-416 as may be subsequently amended from time to time.

Section 3. Prior to violations of Article III, Section 2(C) of the Amended and Restated Deed of Restrictions for Barefoot Bay being presented to the Violations Committee as referenced in Section 7 of Resolution 200815-416, Barefoot Bay Recreation District DOR Enforcement violation Staff shall draft a "Recommended Curative Action Plan" which shall be submitted to the Violations Committee at the time of consideration of said violation.

Section 4. The "Recommended Curative Action Plan" shall consist of the following:

- (a) The occupation status of the property, if such can be determined;
- (b) A recommendation as to whether there is a secure location on the property where the accumulation of debris can be relocated and/or stored;
- (c) If said accumulation of debris cannot be relocated and/or stored on the subject property, a recommendation as to how and/or where such debris should be relocated, secured, and/or stored or how the violation should be otherwise abated;
- (d) An assessment of whether the curative action in (b) or (c) should be taken by Barefoot Bay Recreation District staff, an independent contractor, or whether no action is recommended to be taken by any party; and
- (e) A estimate of expenses related to any recommended curative action.

Section 5. Upon a finding of a violation pursuant to Section 7(e) of Resolution 200815-416 by the Violations Committee, the Violations Committee, as part of its Final Order, ~~shall include in its recommendation to the Board of Trustees, a recommendation as to whether any action should be taken~~ may authorize that the violation be abated in accordance with pursuant to the "Recommended Curative Action Plan" if said violation is not corrected within the reasonable time period provided by the Violations Committee and the costs to cure the violation are not estimated to exceed one thousand dollars (\$1,000). In such case, no further action of the Board of Trustees is required. Any Final Order of the Violations Committee regarding a case involving occupied property shall be forwarded to the Board of Trustees for further consideration.

Section 6. Where the estimated cost of abatement in any "Recommended Curative Action Plan" authorized by a Final Order of the Violations Committee exceeds one thousand dollars (\$1,000), the Final Order of the Violations Committee shall be presented to the Board of Trustees at its next scheduled meeting. The consideration by the Board of Trustees shall not be a full or appellate review of the Final Order or the facts related to the DOR violation, but rather, shall be limited to a consideration of whether the amount of the estimated cost of abatement should be authorized. As such, no additional Notice to owner of such abatement cost consideration is required. If the violation is presented to the Board of Trustees pursuant to Section 7(g) of Resolution 2008-1, the Board of Trustees may Order that such violation be abated in accordance with the "Recommended Curative Action Plan" or as otherwise deemed appropriate by the Board of Trustees on a case-by-case basis in addition to, or in the alternative to, authorizing the Nothing herein shall prevent the Board of Trustees from considering any additional Recommended Order of the Violations Committee or as to the use of other remedies available to the Board of Trustees pursuant to in Section 7(e) of Resolution 200815-416.

Section 7. Upon any curative action being taken to abate the violation by Barefoot Bay Recreation District Staff or independent contractor, Barefoot Bay Recreation District staff shall prepare a written "Statement of Expenses" reflecting the total expenses incurred in abating the violation. The "Statement of Expenses" shall also demand that payment be remitted to Barefoot Bay Recreation District within thirty (30) days. The "Statement of Expenses" shall provide that if the amount of said expenses are not paid by the lot owner within thirty (30) days, that a Claim of Lien for such expenses shall be recorded against the subject property. The "Statement of Expenses" shall be sent to the owner in the same manner as the sending of Notices pursuant to Section (7)(dc) of Resolution 201508-416.

Section 8. If the Statement of Expenses is not paid by the owner of the subject property within thirty (30) days, Barefoot Bay Recreation District shall record a Claim of Lien for said expenses against the subject property consistent with Article III, Section 2(D) of the Amended and Restated Deed of Restrictions for Barefoot Bay. Said Claim of Lien shall have the priority as provided for in said section. Barefoot Bay Recreation District may collect the expenses due to it for such curative action by either an action of law, or the Barefoot Bay Recreation District shall have the right, at its discretion to proceed to foreclose the above-described Claim of Lien. In the event of such litigation, Barefoot Bay Recreation District shall have the right to recover the costs thereof, including reasonable attorney's fees.

Section 9. Nothing herein shall require the Board of Trustees to take any abatement action in any case or shall limit or prohibit the Board of Trustees' 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 any violation of Article III, Section 2 (C) pursuant to Article III, Section 12 (C) of the Amended and Restated Deed of Restrictions for Barefoot Bay, and/or Resolution 200815-416 or shall require the Barefoot Bay Recreation District to attempt to take any specific action to abate any violation prior to bringing said action for legal or equitable relief.

Section 10. This Resolution shall become effective immediately upon its adoption.

Section 12. 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.

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

Chairman, Joseph Klosky	<u>Y</u>
Trustee, Louise Crouse	<u>Y</u>
Trustee, Thomas Guinther	<u>Y</u>
Trustee, Brian Lavier	<u>Y</u>
Trustee, Frank Cavaliere	<u>N</u>

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: Friday, October 8, 2021
Title: **Golf Course Lake Bank RFP Evaluation Committee Recommendation**
Section & Item: 11.B
Department: R&M/Capital Projects
Fiscal Impact: \$237,276.00 (FY22 funding of \$175,000.00)
Contact: Bruce Amoss, 1st Vice Chair, Ernie Cruz, Golf Manager, John W Coffey, ICMA-CM, Community Manager
Attachments : 27Sep21 Lake Bank Restoration RFP Evalauation Committee meeting minutes, RFQ ranking sheet 27Sep21, Lake and Wetland Management proposal, Crosscreek proposal, Landshore proposal, Anchor Marine proposal
Reviewed by General Counsel: N/A
Approved by: John W. Coffey, ICMA-CM, Community Manager



Requested Action by BOT

Consideration of Request for Proposal (RFP) evaluation committee recommendation.

Background and Summary Information

The FY22 Budget contains the following budget in the REM/Capital Department for the project (budgeted as two separate projects, but was understood to be executed as a combined project):

\$100,000 Golf Course lake bank (#6, #2, & #3) repairs (2,133 linear feet)
\$175,000 Golf Course lake bank (#5, #9, & #13) repairs (3,703 linear feet)
\$101,500 Total Budget (4,836 linear feet)

The project was described in the RFP as follows:

BBRD's Golf Course has six lakes and two retention areas that require erosion control for stability and safety. These areas are anywhere from one foot high to as much as 14 feet high by certain greens. Over the past years, multiple restoration efforts have been accomplished. The last restoration (early 2020), the vendor utilized one layer of permanent geo-tube constructed at "404 woven" monofilament polypropylene, with a layer of polyethylene for added UV protection. The entire project received a second -fully filled – "sacrificial" geo-tube layer that will provide fill material to create a 4:1 slope above the permanent geo-tube and created a small beach or shallow area (depending on depth). This geo-tubing stabilization system restored portions of the lake banks to their original design, growth, and health as originally created.

Proposals shall conform to the St. John's River Water Management District specifications for "non-bulkhead/lake maintenance" geo-tube repair. Any existing drainpipes shall be extended under the geo-tube to continue intended use.

Due to the uncertainty of the proposal pricing, staff included an option for additional work as listed below:

GC Lake Bank (#1 left side)	248 linear feet
GC Lake Bank (#1 right side)	312 linear feet
GC Lake Bank (#11 left side)	750 linear feet
Total	1,310 linear feet

The Policy Manual requires a request for proposal (RFP) process to be used for any project anticipated to cost over \$75,000. Additionally, the evaluation committee shall consist of three voting members (one Trustee, one employee from the user department, and one non-employee resident as selected by the Community Manager) plus two non-voting members (Chairman of the BOT and the Community Manager).

On August 24, 2021, the BOT authorized the release of a Request for Proposal for the project. On September 27th, the evaluation committee met and opened the following bids:

Company	Base Bid	Option #1	Total Bid
Lake and Wetland Management	354,205.00	82,184.00	436,389.00
Crosscreek Environmental, Inc.	186,186.00	51,090.00	237,276.00
Lakeshore Enterprises	385,911.00	79,645.00	465,556.00
Anchor Marine Services	296,776.00	N/A	296,776.00

The evaluation committee reviewed the proposal, compared them to previous restoration projects, and ultimately made a unanimous recommendation to recommend the BOT award contract to Crosscreek Environmental, Inc for both the base bid and option #1 work at a combined cost of \$237,276.00.

Sufficient contingency budget is available to cover the budget overage.

If the BOT awards a contract to Corsscreek Environmental, Inc., General Counsel Repperger will commence drafting a contract for Chairman Maino to execute.

Hence, staff recommends the BOT award contract for Golf Course lake bank restoration to Crosscreek Environmental, Inc. in the amount of \$237,276.00, authorize Chairman Maino to sign the contract when available, and instruct staff to execute a budget transfer from R&M/Capital Contingency to the combined project account.

Barefoot Bay Recreation District
Golf Course Lake Bank Restoration Evaluation Committee Meeting
Minutes for September 27, 2021

Committee Member Trustee Maino called meeting to order at 1pm.

Committee Chairman Maino lead Pledge of Allegiance.

Roll Call

Present: Committee Member Chairman Maino, Committee Member Trustee Amoss, Committee Member Cruz, Committee Member Harvey Smith, and Committee Member John W. Coffey, ICMA-CM.

Audience: Hurrol Brinker; Chairman Emeritus Klosky, CDO; and Mackenzie Leiva, Management Analyst

Election of Chairman

Committee Member Cruz nominated Committee Member Trustee Amoss. Approved 3-0.

Opening of proposals (base bid only)

- Lake and Wetland \$354,205.00
- Crosscreek Environmental \$1,86,286.00
- Anchor Marine Services \$296,776.00
- Landshore \$385,911

RFP review

The committee reviewed the four proposals and compared them to the 2014 land bank restoration. Options for the next meeting (interviewing the vendors, only evaluating bids based on base bid, etc.) were discussed. The availability of additional money to fund any overage was also discussed.

Motion member Smith to recommend Crosscreek's combined base bid and option #1 of \$237,276.00, Committee member Cruz seconded, approved 3-0.

Committee Chair Amoss announced the next meeting is canceled.

Committee member Cruz made a motion to adjourn, approved 3-0.

Meeting adjourned at 1:59pm.

**RFP 2021-03 Golf Course Lake Bank Restoration
Ranking Sheet**

No.	COMPANY NAME	Start Date and Number of Days of Project			Experience and References			Cost			Total Score
		Weight	Raw score	Weighted Score	Weight	Raw score	Weighted Score	Weight	Raw score	Weighted Score	
			0-10			0-10			0-10		
1		0.2			0.3			0.5			
2		0.2			0.3			0.5			
3		0.2			0.3			0.5			
4		0.2			0.3			0.5			

Company	Base Bid	Option #1	Total Bid
Lake and Wetland Management	354,205.00	82,184.00	436,389.00
Crosscreek Environmental, Inc.	186,186.00	51,090.00	237,276.00
Lakeshore Enterprises	385,911.00	79,645.00	465,556.00
Anchor Marine Services	296,776.00	N/A	296,776.00

The committee voted 3 - 0 to recommend Crosscreek's combined base bid and option #1 of \$237,276.00 to the BOT for award of contract.

Submitted By: John W. Coffey, ICMA-CM 27-Sep-21

Title: BBRD Community Manager

Barefoot Bay Golf Course

Custom Dredgesox erosion repair proposal

September 20, 2021 • City of Barefoot Bay • Brevard County • Florida

Prepared for:

Ms. Stephanie Brown / District Clerk
Barefoot Bay Recreation District
625 Barefoot Boulevard
Barefoot Bay, Florida 32976



Prepared by:

Kevin Murray
Lake and Wetland Management
9218 87th Place South
Boynton Beach, Florida 33472-4302
(561) 735-3732 Office • (561) 735-0516 Fax
k.murray@lakeandwetland.com • www.lakeandwetland.com



September 20, 2021

Ms. Stephanie Brown / District Clerk
Barefoot Bay Golf Course
c/o Barefoot Bay Recreation District
625 Barefoot Boulevard
Barefoot Bay, Florida 32976

RE: RFP #2021-03 Golf Course Lake Bank Restoration Project

Dear Ms. Brown,

We greatly appreciate the opportunity to bid on this project for you! Attached is the Agreement for the Dredgesox erosion repair at Barefoot Bay Golf Course.

Our patented SOX system is bioengineered, and immediately halts soil erosion and stabilizes shorelines. LWM has been installing the SOX product in Florida since 2009 with over 200 completed projects, and since 2015 in Brevard County. Several Projects in Brevard County are: River Lakes HOA, 720 South Brevard Avenue, Cocoa Beach, FL had ¼ mile long installation on the pond, Carl Cioci, President of Board (321) 298-5178, and several projects for Leland Management in the Tavistock District (Hometown News / two articles for SOX installations) District Manager, Darcie Madison (321) 549-0956.

The SOX system offers these unique attributes;

- Long lasting results that continue to improve over time
- Superior buffering and filtering results in improved waterway and ecosystem
- Exceptional water retention for vigorous growth of new vegetation
- The only erosion control system that literally becomes part of the earth
- Uses locally sourced organic fill
- Attaches directly to intact shore bank NOT to unstable shore bed
- Allows SOX to be re-tensioned whenever necessary
- Subsurface ground stakes virtually eliminate injury liability to humans and animals
- System self-tightens due to its ability to manage incredible weight displacement.

SOX Erosion Solutions designs, manufactures and distributes patented bioengineered erosion control systems that immediately halt shoreline and hillside erosion while promoting vegetation. The light-weight, flexible systems halt erosion through patented knitted HDPE - high density polyethylene, with "Ripstop" technology creating a bio-engineered living shoreline.

The short term and long term impacts include an immediately stable shoreline which adds aesthetic value to all properties, an improved and enhanced ecosystem, and mitigating safety risks for residents, members, and staff. The SOX team performed their first installation twenty two years ago and is still standing strong.

The SOX system has now been installed in 43 states and 4 countries.
<http://www.soxerosion.com/>

Here are just a few of the latest golf course projects all completed in 2021;

Old Florida Golf Club - Naples, FL

Villages of Country Creek - Estero, FL

Seagate Country Club - Delray Beach, FL

Boca Rio Golf Club - Boca Raton, FL

Gulfstream Golf Club - Delray Beach, FL

Sailfish Point Golf Club - Stuart, FL

Highlands Country Club - Highlands, NC

The Ridge at Back Brook - Ringoes, NJ

Hartford Golf Club - Hartford, CT

Pelican Golf Club - Belleaire, FL

Patrick Jacks from CenterState Bank has created a finance program for communities utilizing SOX erosion control systems. Patrick can be reached at (561) 665-4227, or by email at pjacks@centerstatebank.com.

We pride ourselves on providing the highest level of service in the industry and look forward to the opportunity of exceeding your expectations!

Respectfully yours,

SOLITUDE LAKE MANAGEMENT, LLC DBA LAKE AND WETLAND MANAGEMENT

Kevin Murray

Kevin Murray



EROSION CONTROL AGREEMENT

This agreement, dated September 20, 2021, is made between LAKE AND WETLAND MANAGEMENT (LWM) and CUSTOMER:

Ms. Stephanie Brown / District Clerk
Barefoot Bay Golf Course
c/o Barefoot Bay Recreation District
625 Barefoot Boulevard
Barefoot Bay, Florida 32976

sbrown@bbrd.org
(772) 664-3141 Office
(772) 664-1928 Fax

Both **Barefoot Bay Recreation District** and **Lake and Wetland Management** agree to the following terms and conditions:

Description (Covering Existing Geo-Tubes)

Dredgesox (6' and 12' wide) Erosion Repair / Bank Restoration services for the blue sections 4,738' (approximately 45 days to complete) and the yellow sections 1,173' (approximately 14 days to complete) located at the Barefoot Bay Golf Course in Brevard County, Florida. If field adjustments are needed for the length or width of the SOX desired, a price will be supplied for approval by CUSTOMER. Service can begin on May 2, 2022.

Blue Sections 2,911' x 12' and 1,827' x 6' of SOX:

- Repair approximately 2,911 linear feet of lake bank at \$79.00 / per foot.
- Repair approximately 1,827 linear feet of lake bank at \$68.00 / per foot.
- Prep areas of debris/trash for Dredgesox.
- Fill Dredgesox with organic media dredged from the lake.*
- Materials consist of the following: Dredgesox, wooden stakes, anchor rope, and organic media.
- The western end of Hole 6 will have a 25' section of erosion blanket and re-grade work instead of SOX due to site conditions in that area.
- Includes supplying and installing St. Augustine sod.

Dredgesox Investment: \$354,205.00

Yellow Sections 220' x 12' and 953' x 6' of SOX:

- Repair approximately 220 linear feet of lake bank at \$79.00 / per foot.
- Repair approximately 953 linear feet of lake bank at \$68.00 / per foot.
- Prep areas of debris/trash for Dredgesox.
- Fill Dredgesox with organic media dredged from the lake.*
- Materials consist of the following: Dredgesox, wooden stakes, anchor rope, and organic media.
- Extend one (1) corrugated pipe 10' out from shoreline.
- Includes supplying and installing St. Augustine sod.

Dredgesox Investment: \$82,184.00

***If dredge material from lake bottom is unsuitable for use in the Dredgesox, we will have to import and fill the system with heavy grade C compost mix. If this is required, the price per foot will increase (\$15.00/per 6' sox and \$30.00 per 12' sox) to cover material costs.**

In the event that organic media suppliers increase the cost of media necessary for DSX installation, CUSTOMER will be responsible for incurring the difference in cost at it's own expense. Every effort will be made to notify CUSTOMER with as much advance notice as possible in the event this situation occurs.

Service includes material, equipment, and labor to complete the project.

No permits are required by Brevard County for this type of work, unless it's intra-coastal waterways.

It will be the responsibility of the Golf Course to irrigate the new sod/planted area once installed.

Sprinkler heads will be marked by the landscaper; otherwise LWM not be responsible for damage to them during the course of work. LWM will repair any exposed sprinkler heads damaged during erosion work in a timely manner.

A staging area for materials and equipment will be required. LWM will access the lake at designated areas and sod these areas to bring the property back to complete restoration. **(NOTE: CUSTOMER is responsible for maintenance of sod once installed)**

LWM is not responsible for damage to any underground irrigation, headwalls, piping, electrical, trees or any lines not noted on the as-builts or not located by Sunshine Locating Services (where digging is necessary).

The manufacturer's warranty/guarantee for Dredgesox material is for a five (5) year period. The labor warranty for any manual adjustments needed is for a one (1) year period. Our guarantee does not include the loss of material due to 'acts of God' such as floods, fire, hurricanes, or other catastrophic events, nor does it include losses due to theft, lack of adequate irrigation, vandalism or negligence by others, or other factors outside the control of our organization.

SCHEDULE OF PAYMENT (TBD based on Approved Work):

- 40% Mobilization Deposit.
- 40% Upon Installation of Dredgesox.
- 20% Balance Due Upon Completion of Sod.

Conditions:

1. Ownership of property is implied by CUSTOMER with acceptance of this Agreement. In the event that CUSTOMER does not expressly own the areas where the above stated services are to be provided, CUSTOMER represents that express permission of the owner is given and that authorization to commence the above mentioned services is allowed. In the event of dispute of ownership, CUSTOMER agrees to hold harmless LWM for the consequences of such services.
2. LWM shall not be responsible for acts beyond its reasonable control, including adverse soil and / or water conditions, adverse weather conditions, unavailable materials, Acts of God, war, acts of vandalism, theft or third party actions. CUSTOMER further states that neither party shall be responsible in damages or penalties for any failure or delay in performance of any of its obligations caused by above named incidences.
3. Invoices submitted for work completed shall be paid within 30 days of receipt. A finance charge of 1.500% per month or an annual percentage rate of 18.000% will be computed on all past due balances.
4. Any incidental activity not explicitly mentioned in this proposal is excluded from the scope of work.
5. This proposal shall be valid for 30 days.
6. If LWM is required to enroll in any third-party compliance programs, invoicing or payment plans that assess fees in order to perform work for CUSTOMER, those charges will be invoiced back to CUSTOMER as invoiced to LWM.
7. LWM will maintain insurance coverage, which includes but is not limited to; General Liability Property Damage, Automobile Liability, and Workman's Compensation at its own expense.
8. No alterations or modifications, oral or written, of the terms contained above shall be valid unless made in writing, and wholly accepted by authorized representatives of both LWM and the CUSTOMER. This Agreement is the complete understanding between the parties hereto, which supersedes all proposals and prior agreements, oral or written.
9. LWM shall not be responsible for acts beyond its reasonable control, including adverse soil and/or water conditions, adverse weather conditions, unavailable materials, Each party will be excused for a delay of performance under this Agreement if such delay is due to vandalism, acts of war or terrorism, transportation restrictions, strikes, embargoes, acts of God (including, but not limited to, fires, floods, hurricanes, tsunamis, earthquakes, mudslides and severe weather), government orders, or failure of transportation or communications carriers (each a "Force Majeure Event") for the period of such delay, provided that the party seeking such delay promptly informs the other party of the difficulty encountered and resumes its responsibilities as promptly as practicable.

10. Customer shall permit LWM without additional consideration to Customer, to take photographs or video at the project site of both completed work and work in progress.

11. Severability. If any part of this Agreement is determined to be invalid or illegal by any court or agency of competent jurisdiction, than that part shall be limited or curtailed to the extent necessary to make such provision valid, and all other remaining terms of this Agreement shall remain in full force and effect.

12. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument;

13. No Third-Party Beneficiary. The terms and provisions of this Agreement are intended solely for the benefit of each party hereto and their respective successors or permitted assigns, and it is not the intention of the parties to confer third-party beneficiary rights upon any other person or entity,

14. Waiver. The waiver of any breach of any provisions of this Agreement will not operate or be construed as a waiver of any subsequent breach of the same or other provision of this Agreement.

15. No Rights of Set-Off. In no event shall Customer be entitled to offset against any payment due or to become due to LWMI under this Agreement;

16. Attorney's Fees. In the event any party shall be forced to enforce this Agreement, whether or not through litigation, the prevailing party shall be entitled to receive reasonable attorney's fees and all costs incurred in connection with such enforcement, including fees and costs of appeal.

Customer acceptance – The above prices, specifications and conditions are hereby accepted.

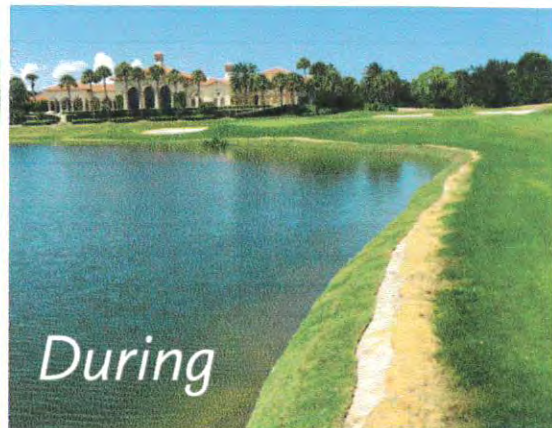
Kevin Murray

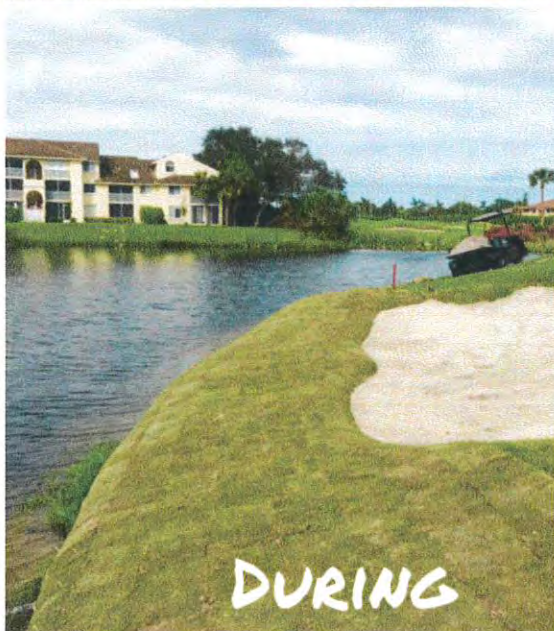
Kevin Murray
Lake and Wetland Management

Authorized signature Date
Barefoot Bay Recreation District

SITE MAP







SECTION IV

REQUEST FOR PROPOSAL #2021-03

Golf Course Lake Bank Restoration Project

Contact Information

Company Name: Lake and Wetland Management
 Address: 9218 87th Place South, Boynton Beach, FL 33472
 Point of Contact (name): Kevin Murray
 Telephone Number: (772) 361-3253
 E-mail address: Kevin.Murray@solitudelake.com
 Person authorized to submit proposal (name and title): Stuart Fischer, President
 Signature of person listed immediately above: [Signature]
 Date: 9-22-21

Experience and References

Number of years company has worked in Brevard County: 7+ years
 Sub-contractors to be used on project (name, address, telephone number):

N/A

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

River Lakes, 720 S. Brevard Ave., Cocoa Beach, FL
Carl Cioci (321) 298-5178 \$85K

Multi-Sites/ Leland Management, Tavistock District,
Darcie Madison (321) 549-0956 \$20K

Coral Lakes, 12751 El Clair Ranch Rd., Boynton Beach, FL
Laurel Kadouri (561) 637-4315 2021: \$79,300.00
2020: \$49,400.00

Prior work for Barefoot Bay Recreation District:

N/A

Anticipated start date and number of days of the project

Permit application date: N/A
 Date of commencement of work: 5/2/22
 Number of workdays (excluding weekends): Blue: 45, Yellow: 14

Exhibit A

Sample A1A Schedule of Values Form

CONTINUATION SHEET

SCHEDULE of VALUES

Page of Pages
Lake and Wetland Mgmt.

APPLICATION AND CERTIFICATION FOR PAYMENT,

containing Subcontractor's signed Certification, is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

CONTRACTOR:

APPLICATION NO:

APPLICATION DATE:

PERIOD TO:

PROJECT NAME:

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED FROM PREVIOUS APPLICATION	E WORK COMPLETED THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D or E)	G TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G divided by C)	H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
1	General Conditions	\$ N/A	\$ -	\$ -		\$ -	0.00%	\$ -	
2	Sitework	\$ N/A	\$ -	\$ -		\$ -	0.00%	\$ -	
3	Fencing	\$ N/A	\$ -	\$ -		\$ -	0.00%	\$ -	
4	Landscape & Irrigation	\$ N/A	\$ -	\$ -		\$ -	0.00%	\$ -	
5	Concrete - Slab	\$ N/A	\$ -	\$ -		\$ -	0.00%	\$ -	
6	Concrete Parking & Walks	\$ N/A	\$ -	\$ -		\$ -	0.00%	\$ -	
7	Masonry	\$ N/A	\$ -	\$ -		\$ -	0.00%	\$ -	
8	Structural Steel	\$ N/A	\$ -	\$ -		\$ -	0.00%	\$ -	
9	Rough Carpentry	\$ N/A	\$ -	\$ -		\$ -	0.00%	\$ -	
10	Siding Carpentry	\$ N/A	\$ -	\$ -		\$ -	0.00%	\$ -	
11	Wood Trusses	\$ N/A	\$ -	\$ -		\$ -	0.00%	\$ -	
12	Materials	\$ N/A	\$ -	\$ -		\$ -	0.00%	\$ -	
13	Finish carpentry	\$ N/A	\$ -	\$ -		\$ -	0.00%	\$ -	
14	Cabinets	\$ N/A	\$ -	\$ -		\$ -	0.00%	\$ -	
15	Counter Allowance	\$ N/A	\$ -	\$ -		\$ -	0.00%	\$ -	
16	Roofing	\$ N/A	\$ -	\$ -		\$ -	0.00%	\$ -	
17	Int. & Ext. Insulation	\$ N/A	\$ -	\$ -		\$ -	0.00%	\$ -	
18	Doors & Hardware	\$ N/A	\$ -	\$ -		\$ -	0.00%	\$ -	
19	Windows	\$ N/A	\$ -	\$ -		\$ -	0.00%	\$ -	
20	Stucco	\$ N/A	\$ -	\$ -		\$ -	0.00%	\$ -	
20	Drywall	\$ N/A	\$ -	\$ -		\$ -	0.00%	\$ -	
21	Acoustical Ceiling	\$ N/A	\$ -	\$ -		\$ -	0.00%	\$ -	
22	Floorcovering	\$ N/A	\$ -	\$ -		\$ -	0.00%	\$ -	
23	Painting	\$ N/A	\$ -	\$ -		\$ -	0.00%	\$ -	
24	Specialties	\$ N/A	\$ -	\$ -		\$ -	0.00%	\$ -	
25	Plumbing	\$ N/A	\$ -	\$ -		\$ -	0.00%	\$ -	
26	HVAC	\$ N/A	\$ -	\$ -		\$ -	0.00%	\$ -	
26	Electric	\$ N/A	\$ -	\$ -		\$ -	0.00%	\$ -	
26	Phone & Electric Service Allowance	\$ N/A	\$ -	\$ -		\$ -	0.00%	\$ -	
26	OH & Profit	\$ N/A	\$ -	\$ -		\$ -	0.00%	\$ -	
COLUMN TOTALS		0.00	0.00	0.00		\$ -	#DIV/0!	\$ -	
1	C.O. #1	-	\$ -	\$ -		\$ -	0.00%	\$ -	
2	C.O. #2	-	\$ -	\$ -		\$ -	0.00%	\$ -	

Building Construction. Not erosion
Control Services.

Schedule of Values: 40% Deposit
40% Upon SOX Install
20% SOX/Project Completion

LENGTH VARIES
STANDARD LENGTHS 100' & 200'

WIDTH VARIES
6', 12', 18' & 24'

PANEL SECTIONS CAN BE CUT & SEWN TO CUSTOM LENGTHS AS NEEDED DURING INSTALLATION.

PANEL DETAIL

OUTER LAYER OF HIGH DENSITY POLYETHYLENE TECHNICAL MESH (TYPE I OR TYPE II)

INNER LAYER OF HIGH DENSITY POLYETHYLENE TECHNICAL MESH OR BURLAP (SHORESOF)

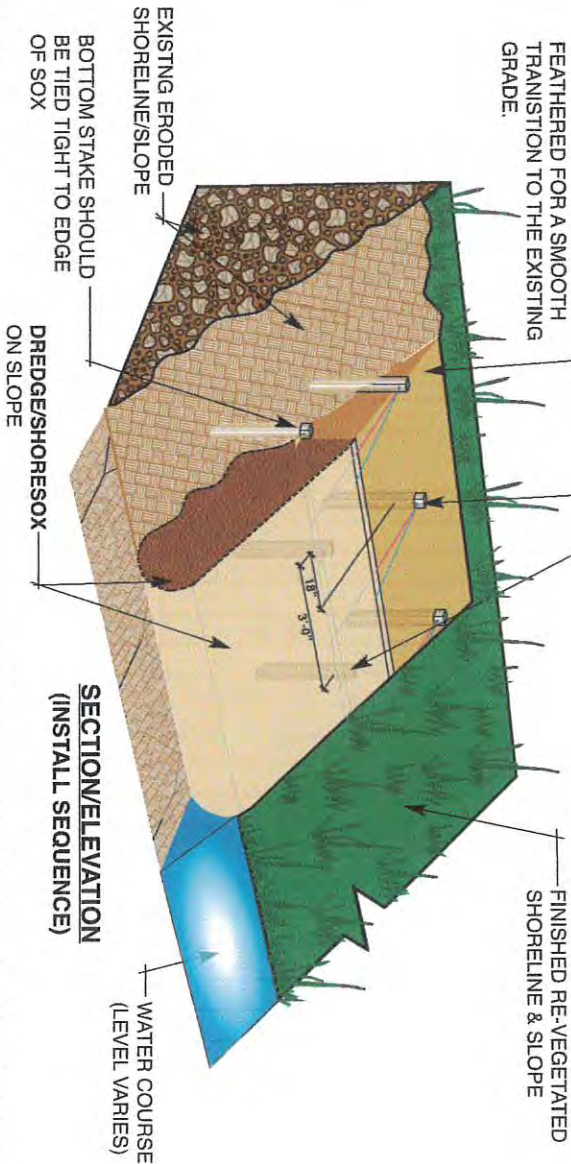
SHORESOF/DREDGESOF FABRIC IS FOLDED THEN SEWN TO CREATE A CHANNEL FOR THE ANCHORING ROPE

1/4" DIAMOND BRAIDED POLY CORE ANCHORING ROPES.

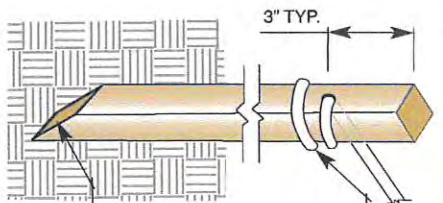
FABRIC PANEL CORNER DETAIL

TOP & BOTTOM STAKES & ROPES TO BE SET BELOW FINISHED GRADE. STAKES PLACED EVERY 3'-0". TOP AND BOTTOM STAKES TO BE OFFSET EVERY 18".

SOIL BEHIND SOX TO BE FEATHERED FOR A SMOOTH TRANSITION TO THE EXISTING GRADE.



SECTION/ELEVATION
(INSTALL SEQUENCE)



TO ENSURE A SECURE TIE DOWN, PASS ROPE THROUGH HOLE IN STAKE, WRAP AND TIE UNDER INITIAL PASS THROUGH AS SHOWN ON DETAIL. ONCE SECURE, STAKE TO BE DRIVEN BELOW FINISHED GRADE (TYP. 2' STAKE).

BOTTOM EDGE OF STAKE TO BE CUT @ 45 DEGREE ANGLE & INSTALLED FACING THE UPHILL SIDE.

STAKE/ROPE DETAIL

NOTE: THIS DRAWING IS A "DIAGRAMMATIC ILLUSTRATION" OF A SOX INSTALL METHOD.

TYPICAL SHORESOF/DREDGESOF DETAIL

GENERAL TECHNICAL INFORMATION



CORPORATE OFFICE:

950 PENINSULA CORPORATE
CIRCLE, SUITE 3018
BOCA RATON, FL 33487

(561) 901-0057
WWW.SOXEROSION.COM

DRAWN BY:

D. GINKEL

APPROVED BY:

RL & BF

SCALE: N.T.S.

PROJECT:

DETAIL:

DATE: 1/26/2021
REVISIONS: 2/15/2021

SOX Product Specifications

Anchoring Stake Examples:

(CSP to determine stakes used based on substrate)

1. Earthen & Sandy Deployments (ex. Golf Courses)
 - Untreated Wooden Stakes
 - 100% Biodegradable
 - 2" x 2" with lengths of 2' or longer
2. Stone, Rock, Shale or Solid Substrates
 - Rigid metal anchor based upon environment
3. Concrete Embankments or other man-made hardened substrates
 - Galvanized, Stainless or other Metal Eyehooks

Draw Cord & Anchor Rope

- Anchor Rope: 1/4" Diamond Braid



950 Peninsula Corporate Circle
Suite 2020
Boca Raton, Florida 33487
Office: 561-501-0057
office@soxerosion.com
www.soxerosion.com

SOXfence Specs :

MSDS Available upon request.

	Composition	Course Count	Shade Factor ACFFA 1989	Weight ASTM- D3776	Break Strength Grab Method ASTM-D5034	Break Elongation Grab Method ASTM-5034	Tear Strength Trapezoid ASTM-D5587, #1	Bursting Strength ASTM-D3786	Air Permeability ASTM-D737
SOX Mesh Type I	Tape / Tape	10 SPI	68.6%	3.24 oz/sq- yd (110 GSM)	Warp: 75.7 lbs Fill: 63.7 lbs	Warp: 29.1% Fill: 55.7%	Warp: 32.5 lbs Fill: 33.8 lbs	145.7 psi	-
SOX Mesh type II	Tape / Tape	11 SPI	88.5%	3.67 oz/sq- yd (110 GSM)	Warp: 63 lbs Fill: 84 lbs	Warp: 36.6% Fill: 51.3%	Warp: 25.7 lbs Fill: 31.7 lbs	150 psi	441 CFM/Sq.Ft.

SOX Product Specifications

Anchoring Stake Examples:

(CSP to determine stakes used based on substrate)

1. Earthen & Sandy Deployments (ex. Golf Courses)

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- 100% Biodegradable
- 2" x 2" with lengths of 2' or longer

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- Rigid metal anchor based upon environment

3. Concrete Embankments or other man-

made hardened substrates

- Galvanized, Stainless or other Metal Eyehooks

Draw Cord & Anchor Rope

- Anchor Rope: 1/4" Diamond Braid



950 Peninsula Corporate Circle

Suite 2020

Boca Raton, Florida 33487

Office: 561-501-0057

office@soxerosion.com

www.soxerosion.com

DredgeSOX Specs :

MSDS Available upon request.

	Composition	Break Strength Grab Method ASTM-D5034	Break Elongation Grab Method ASTM-5034	Tear Strength Trapezoid ASTM-D5587, #1	Bursting Strength ASTM-D3786
SOX Mesh Type I	Tape / Tape	Warp: 126 lbs	Warp: 30.8%	Warp: 64.6 lbs	224 PSI
		Fill: 129 lbs	Fill: 97.6%	Fill: 56.8 lbs	
SOX Mesh Type II	Tape / Tape	Warp: 135 lbs	Warp: 32.33%	Warp: 58.0 lbs	284 psi
		Fill: 207 lbs	Fill: 61.7%	Fill: 70.3 lbs	

GEOTEXTILE TEST RESULTS

Apparent Opening Size & Permittivity by Capillary Porometer

Client: SOX Erosion Solutions
 Project: Pore Size Distribution
 Material: SOX Erosion Control Blanket
 I.D.: SOXFence-TAN

Project No.: 45421
 Test Method: ASTM D 6767
 Pore Fluid: Mineral Oil
 Surface Tension, Dynes/cm: 32
 Contact Angle, Degrees: 0
 Capillary Factor: 0.82

Apparent Opening Size, Des. Sieve No.					
1	2	3	4	5	AVE
12	12	12	12	12	12

Thickness, mils						
1/6	2/7	3/8	4/9	5/10	AVE	C.V.
48	48	54	52	55	51	0
50	52	50	51	51		

Permittivity, sec-1						
1/6	2/7	3/8	4/9	5/10	AVE	C.V.
2.85	2.73	3.50	3.52	2.94	3.20	11%
3.51	2.69	3.25	3.42	3.54		

Permeability, cm/s						
1/6	2/7	3/8	4/9	5/10	AVE	C.V.
0.35	0.34	0.48	0.46	0.41	0.42	13%
0.45	0.35	0.41	0.44	0.46		

Permittivity, GPM/ft ²						
1/6	2/7	3/8	4/9	5/10	AVE	C.V.
213	205	262	264	220	239	11%
262	201	243	256	265		

Estimated Maximum Percent Open Area, %						
1	2	3	4	5	AVE	C.V.
16.5	15.5	20.0	19.9	17.0	18.1	10%
19.6	15.2	18.6	19.3	19.6		

D737 Air Flow, ft3/min/ft2						
1	2	3	4	5	AVE	C.V.
402	386	494	498	415	451	11%



TESTING, RESEARCH, CONSULTING AND FIELD SERVICES

Austin, TX - USA | CA - USA | SC - USA | Gold Coast - Australia | Suzhou - China | Sao Paulo, Brazil | Johannesburg - Africa

496	380	459	483	501
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Test Performed by: K. Wise
Reviewed by: R. Lacey

Date: 5/15/2019
Date: 5/20/2019

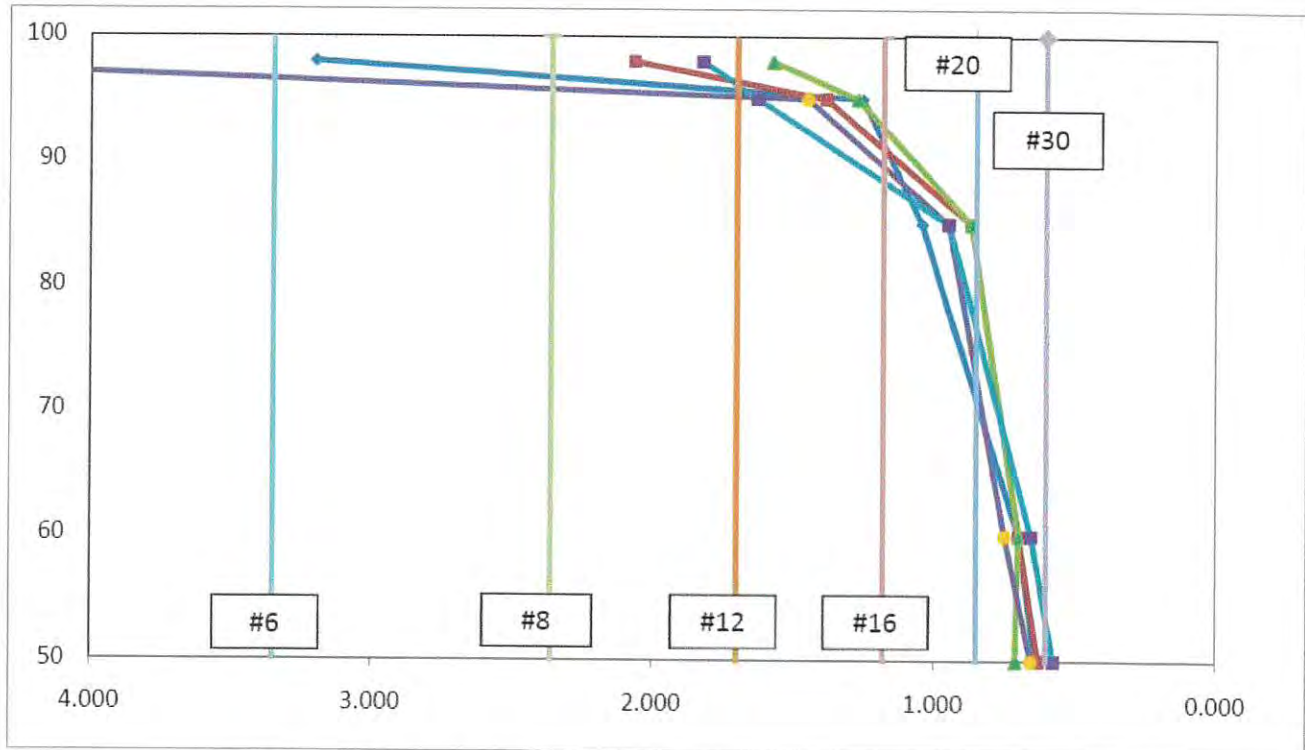
GEOTEXTILE TEST RESULTS

Pore Size Distribution

Client: SOX Erosion Solutions
Project: Pore Size Distribution
Material: SOX Erosion Control Blanket
I.D.: SOXFence-TAN

Project No.: 45421
Test Method: ASTM D 6767
Pore Fluid: Mineral Oil
Surface Tension, Dynes/cm: **32**
Contact Angle, Degrees: **0**
Capillary Factor: **0.82**

Percent Passing	OPENING SIZE, mm					AVE	C.V.
	1	2	3	4	5		
98	3.200	2.066	1.574	5.170	1.822	2.766	54%
95	1.256	1.387	1.272	1.452	1.630	1.399	11%
85	1.043	0.867	0.867	0.947	0.947	0.935	8%
60	0.698	0.698	0.698	0.749	0.654	0.699	5%
50	0.640	0.627	0.709	0.654	0.573	0.641	8%



Test Performed by: K. Wise
Reviewed by: R. Lacey

Date: 5/15/2019
Date: 5/20/2019



TESTING, RESEARCH, CONSULTING AND FIELD SERVICES

Austin, TX - USA | CA - USA | SC - USA | Gold Coast - Australia | Suzhou - China | Sao Paulo, Brazil | Johannesburg - Africa

GEOTEXTILE TEST RESULTS

TRI Client: SOX Erosion Solutions
Project: Geosynthetics Testing

Material: Erosion Control Blanket
Sample Identification: SOXfanco
TRI Log #: 45421

PARAMETER	TEST REPLICATE NUMBER										MEAN	STD. DEV.
	1	2	3	4	5	6	7	8	9	10		
Grab Tensile Properties (ASTM D 4632)												
MD - Tensile Strength (lbs)	69	65	60	69	66	77	69	64	70	77	69	5
TD - Tensile Strength (lbs)	86	82	81	90	70	83	90	82	78	70	81	7
MD - Elong. @ Max. Load (%)	55	68	57	59	56	73	68	50	58	73	63	8
TD - Elong. @ Max. Load (%)	112	103	85	99	85	111	109	103	95	85	99	11
Constant Head Permittivity (ASTM D 4491, 20-mm Constant Head; 2 in opening)												
Water Temp. (C):	19.5											
Correction Factor:	1.016											
Test Specimen No. >:	1					2						
Thickness (mils)	55.6	55.6	55.6	55.6	55.6	54.9	54.9	54.9	54.9	54.9		
Thickness (mm)	1.41	1.41	1.41	1.41	1.41	1.39	1.39	1.39	1.39	1.39		
Volume Collected (liters)	1.5	1.5	1.5	1.5	1.5	1.5	1.5	1.5	1.5	1.5		
Time (s)	10.5	10.7	10.6	10.5	10.6	11.3	11.4	11.6	11.3	11.4		
Specimen Permittivity @20°C (sec-1)	3.63	3.56	3.59	3.63	3.59	3.37	3.34	3.28	3.37	3.34		
Specimen Flow rate (GPM/ft2)	271.3	266.2	268.8	271.3	268.8	252.1	249.9	245.6	252.1	249.9		
Specimen Flow rate (LPM/ft2)	10950					10010						
Specimen Permeability (cm/s)	0.51	0.50	0.51	0.51	0.51	0.48	0.47	0.46	0.47	0.47		
Test Specimen No. >:	3					4						
Thickness (mils)	51.7	51.7	51.7	51.7	51.7	57.3	57.3	57.3	57.3	57.3		
Thickness (mm)	1.31	1.31	1.31	1.31	1.31	1.46	1.46	1.46	1.46	1.46		
Volume Collected (liters)	1.5	1.5	1.5	1.5	1.5	1.5	1.5	1.5	1.5	1.5		
Time (s)	10.9	11.1	10.9	10.8	10.8	10.0	10.3	10.1	10.3	10.3		
Specimen Permittivity @20°C (sec-1)	3.49	3.43	3.49	3.53	3.53	3.81	3.70	3.77	3.70	3.70		
Specimen Flow rate (GPM/ft2)	261.4	256.6	261.4	263.8	263.8	284.9	276.6	282.1	276.6	276.6		
Specimen Flow rate (LPM/ft2)	10650					11490						
Specimen Permeability (cm/s)	0.46	0.45	0.46	0.46	0.46	0.50	0.48	0.55	0.54	0.54		
TEMPERATURE CORRECTED						Permittivity (s-1)					3.54	
						Flow rate (GPM/ft2)					265.0	
						Flow rate (LPM/ft2)					10780	
VALUES						Permeability (cm/s)					0.49	



TESTING, RESEARCH, CONSULTING AND FIELD SERVICES

Austin, TX - USA | CA - USA | SC - USA | Gold Coast - Australia | Suzhou - China | São Paulo, Brazil | Johannesburg - Africa

GEOTEXTILE TEST RESULTS TRI Client: SOX Erosion Solutions Project: Geosynthetics Testing

Material: Erosion Control Blanket
Sample Identification: SOXfence
TRI Log #: 45421

PARAMETER	TEST REPLICATE NUMBER										MEAN	STD. DEV.	PERCENT RETAINED
	1	2	3	4	5	6	7	8	9	10			
UV Resistance (ASTM D 4355)													
Strength Retained measured via strip tensile (ASTM D 5035)													
MD - Tensile Strength (lbs) - B	128	125	128	128	123						126	2	
MD - Tensile Strength (ppi) - B	64.0	62.3	64.0	64.1	61.5						63.2	1.2	
MD - Tensile Strength (N) - B	570	554	570	570	547						562	11	
MD - Tensile Strength (kN/m) - B	11.2	10.9	11.2	11.2	10.8						11.1	0.2	
MD - Tensile Strength (lbs) - E	118	127	121	127	107						120	7.9	
MD - Tensile Strength (ppi) - E	59.7	63.3	60.6	63.3	53.7						60.1	3.9	
MD - Tensile Strength (N) - E	531	563	538	563	477						535	35	
MD - Tensile Strength (kN/m) - E	10.5	11.1	10.6	11.1	9.4						10.5	0.7	96.1
TD - Tensile Strength (lbs) - B	91.0	112	103	95.3	88.8						96.3	10	
TD - Tensile Strength (ppi) - B	45.5	56.2	51.5	48.2	44.4						48.1	4.8	
TD - Tensile Strength (N) - B	405	500	458	429	395						437	42	
TD - Tensile Strength (kN/m) - B	7.97	9.84	9.01	8.44	7.78						8.61	0.8	
TD - Tensile Strength (lbs) - E	105	96.3	108	99	114						105	7.3	
TD - Tensile Strength (ppi) - E	52.6	48.2	54.5	49.5	57.2						52.4	3.6	
TD - Tensile Strength (N) - E	468	429	485	441	509						466	32.5	
TD - Tensile Strength (kN/m) - E	9.21	8.44	9.54	8.67	10.0						9.17	0.6	107
MD - Elong. @ Max. Load (%) - B	37.5	35.1	38.9	36.7	36.8						37.0	1	
MD - Elong. @ Max. Load (%) - E	37.2	37.9	36.9	36.7	35.0						36.7	1	99.2
TD - Elong. @ Max. Load (%) - B	44.1	56.9	54.8	51.7	45.7						50.6	6	
TD - Elong. @ Max. Load (%) - E	52.6	52.3	54.7	51.7	53.7						53.0	1	108
B - Baseline (Unexposed) E - Exposed for 500 hours of ASTM D 4355 Cycle													

MD Machine Direction

TD Transverse Direction

dgeSOX also aids in the removal of taminants and nutrients from surface er runoff. By providing a permeable, etated ground cover on the mitigated e and adjacent top slope areas, dgeSOX reduces flow velocity, wing sediments to filter out flowing er. Additionally, water percolates into vegetation root zone and underlying , where nutrients and contaminants removed via adsorption to soil icles and plant uptake.

BIT 1: Typical DredgeSOX Installation
e: SOX Erosion Solutions)



DredgeSOX Erosion Control product (edgeSOX) is a geosynthetic that is d to stabilize shorelines, hillsides and ar earthen environments and prevent bank erosion. The DredgeSOX duct consists of a double layer of ted high-density polyethylene (PE) mesh. When installed, the ethylene mesh is filled with approved appropriate organic materials, often ained from dredging shallow iment, blown-in compost mix, or other ationally appropriate fill material.

SOX EROSION

SUMMARY OF ENVIRONMENTAL BENEFITS ACROSS SEVERAL DIMENSIONS

Across the assessed environmental dimensions, the DredgeSOX product presents a superior alternative to the use of a "hard-edge" alternative, such as the considered steel sheet pile bulkhead and concrete deck alternative, while both offer a range of advantages over a "do nothing" alternative (Table 1). The following table provides a summary of the performance of the considered alternative across the assessed dimensions. Of course, the do-nothing alternative could likely result in project failure (see below).

EXHIBIT 2: Summary of Carbon Emissions per Linear Foot of "Hard Edge" vs. DredgeSOX and Turf

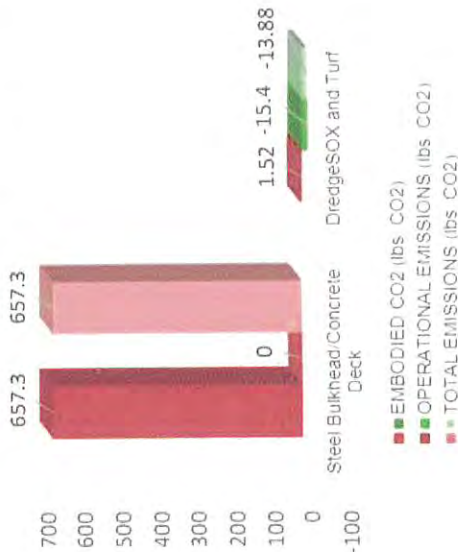


EXHIBIT 3: Site Prior to Erosion Control (Source: SOX Erosion Solutions)



TABLE 1: Summary of Alternatives Analysis

DIMENSION	ALTERNATIVE 1: ALTERNATIVE 2: ALTERNATIVE 3:		
	Do Nothing	Bulkhead/Deck	DredgeSOX and Turf
Reduction of Runoff Velocity/Erosion	—	—	+
Reduction of Contaminant Loading	—	—	+
Embodied Carbon/Sequestration	—	—	+

Jeffrey A. Adams, PhD, PE; Monica Kunzel; Josef Tootle, GE
ENGEO Incorporated, May 2021

For concrete, the manufacture of Portland cement is a major contributor of carbon emissions. Portland cement manufacturing is responsible for 8 to 11 percent of global CO2 emissions; if the concrete industry were a country, the concrete industry would be the third-highest emitter of CO2 after China and the United States.



http://www.automotivesectors.com/auto-parts/what-are-exhaust-smoke-stacks.html



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Barefoot Bay Recreation District Golf Course Lake Bank Restoration Barefoot Bay, FL

Proposal for Shoreline Erosion Repairs - #2021-03

Contractor Qualifications.....	Page	2
Company Profile.....	Page	2
Safety and Training	Page	3
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Relevant Experience	Page	5
Company Info Sheet, Bid Proposal, A1A Sheet.....	Page	7



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Contractor Qualifications

Crosscreek Environmental, Inc. is a leader in quality lake and wetland management services. We strive to develop environmentally conscious methods of providing aquatic waterway management. Our staff of highly trained and licensed technicians and service managers is ready to provide quality service and complete customer satisfaction. Our offices are conveniently located throughout Florida and will be staffed with adequate equipment and personnel to complete this project. This proposal provides the professional credentials of our designated project manager, as well as examples of relevant experience demonstrating our ability to handle a project of this nature.

Company Profile

Crosscreek Environmental, Inc. is a full-scale restoration company located throughout Florida. With over 50 years of combined experience, Crosscreek Environmental provides comprehensive, environmentally friendly, expert solutions for maintaining the beauty and health of Florida's ponds, lakes, wetlands, and shorelines. Our licensed, certified, and highly qualified team provides a full roster of services for stabilization, restoration, management, and maintenance of these valuable waterways. We serve developers, government municipalities, homeowners associations, and management companies, successfully implementing the entire project lifecycle. From engineering and design to permitting, installation, management, and maintenance, we're helping our clients restore, protect, and manage Florida's most valuable resource: water.

Our extensive repeat business testifies to our reliability and expertise, and we're determined to earn new business through rapid response, quick turnaround, generous communications, consistent follow-up, and successful results. Our commitment to excellent customer service is backed by solid scientific knowledge, experience, and one-stop services including:

- Lake bank restoration
- Lake maintenance
- Erosion control
- Wetland mitigation
- Wetland creation
- Wetland management
- Wetland maintenance
- Littoral shelf planting
- Florida native nursery
- Florida native plants
- Shoreline restoration
- Shoreline erosion control



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Equipment & Tools

Crosscreek Environmental has one of the most extensive and diversified group of equipment that has been custom designed for Shoreline Restoration, Lake Maintenance, and Wetland Management. This includes:

- 6 Portable Dredges
- 1 Full size Dredge
- 18 4-wheel drive Pickup Trucks
- 3 Dump Trailers- 10 yd capacity each
- 2 Skid Steers
- 6 Custom Built Spray Mules
- 2 12inch Woodchippers
- 1 Menzi Muck Machine
- 4 Custom Built Spray-Rigged Airboats & John Boats
- Chainsaws, machetes and other applicable tools

Safety and Training

Some divisions of Crosscreek Environmental, Inc work in potentially very hazardous conditions. There is no job so important, no service so urgent, that we cannot take time to perform our jobs safely. Safety will always be a critical and paramount part of our company's culture.

Rigorous safety and training programs are fundamental to our business philosophy. We are an active participant in numerous national and industry-specific safety organizations and have an active Safety Committee. Safety is one of the key measures on our staff's annual performance ratings. We at Crosscreek Environmental, Inc. have a drug-free workplace with a zero-tolerance policy.

A core training program is completed by all staff before project start-up wherein safety is a major component. This training is reinforced throughout the year with formal monthly safety meetings, as well as weekly field training and daily briefings. The training includes classroom and practical sessions to ensure 'book' learning is converted into knowledge that is used in the field.

QA/QC and Customer Service

Our Quality Assurance and Quality Control Programs are second-to-none. Crosscreek Environmental, Inc. is dedicated to continuous improvement in all facets of our operations, evaluating even those that are performing well, to ensure there are no further improvements that can be made. We continually strive to identify better processes, materials, and procedures for accomplishing our work. One of our core business philosophies is to continually look to the future and anticipate problems that may arise and be ready with the appropriate solution.



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When the restoration crew is on-site, they will make any additional notes that they feel are relative to ensuring the health of the waterways of BBRD. If there are any issues which need immediate attention the applicator will notify the general manager and he will assign the proper person to take a firsthand look at the issue or he will look for himself. When issues have been noted and observed by the project or general manager, issues will be immediately brought to the property manager's attention.

Personnel Qualifications/Professional Licenses

All Crosscreek Environmental managers and spray technicians are required to be licensed to apply pesticides within the state they are working and are trained annually in identification and application techniques for aquatic vegetation management. Some personnel credentials available for this project are:

Licenses

- Aquatic, Right-of-Way, Demonstration and Research, and Natural Areas
- Florida Public Health Pest Control • Florida DEP Stormwater Management Inspector

Educational Degrees

- Bachelors in Fisheries Biology and General Biology
- Bachelors in Limnology (Water Chemistry)
- Bachelors in Environmental Horticulture

Project Management

Carlton Campbell/ President/CEO

Mr. Campbell has over Thirty (30) years in the environmental field. He was the co-founder of Aquatic Plants of Florida in 1996 and later founded Crosscreek Environmental. He attended South Florida University where he received a degree in Environmental Science. Carlton is a hands-on President and wants to always make sure his customers are happy, and his employees are taken care of.

Derek Wagner/ General Manager

Mr. Wagner has Twenty five (25) years' experience with erosion control and aquatic/wetland vegetation and management and is the General Manager of Crosscreek Environmental. He oversees all operations of the company including scheduling, staffing, and budgeting of projects and is certified as a Stormwater Management Inspector. His experience and training allow him to act as resident biologist for this project.



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Danny Dunn/ Project Manager

Mr. Dunn has more than fifteen (15) years of experience and education in all aspects of the environmental services we offer. Mr. Dunn is responsible for safety compliance for entire company and training of personnel in dredge techniques and installation.

Crosscreek Environmental is experienced at managing multiple erosion control/wetland/aquatic projects for several customers across Florida. Our managers will simply incorporate this project into the scheduling with other current projects to allow for completion in a timely fashion. Personnel and equipment can be drawn from other locations to ensure the proper staffing for this project. Crosscreek Environmental provides the resources necessary to complete this project in the required timeframe.

Relevant Experience

Following are relevant specific references which show the diversity of skills Crosscreek Environmental, Inc. will bring to this project.

JOB TITLE:	MARBRISA HOA
WORK PERFORMED:	RESTORATION OF SHORELINE UTILIZING GEOTUBE & RIP RAP
SCOPE OF WORK:	REPAIR AND RESTORATION ON SHORELINE USING 7' GEOTUBE. SLOPE GEOTUBE WITH RIPRAP ALONG THE TOE. FILL IN BANK DEPRESSIONS WITH DIRT AND SOD.
WORK COMPLETED ON:	SPRING 2021
PROJECT TOTAL:	\$150,000
CONTACT:	LEE RECH
PHONE:	678 520 3197

JOB TITLE:	LEXINGTON HOA
WORK PERFORMED:	RESTORATION OF SHORELINE UTILIZING GEOTUBE AND AQUASCAPING
SCOPE OF WORK:	INSTALLATION OF APPROXIMATELY 5,000 LINEAR FEET OF GEOTUBE. MULTIPLE PLANTINGS AND MONTHLY LAKE MAINTENANCE.
WORK COMPLETED ON:	ON GOING
PROJECT TOTAL:	\$300,000+
CONTACT:	DAVID STAPLES
PHONE:	941 812 5287

JOB TITLE:	PARADISE ISLAND
WORK PERFORMED:	RESTORATION OF SHORELINE UTILIZING GEOTUBE
SCOPE OF WORK:	INSTALLATION OF APPROXIMATELY 4,200 LINEAR FEET OF GEOTUBE. DOWNSPOUT DRAINS WERE EXTENDED UNDER THE GEOTUBE INTO THE POND.
WORK COMPLETED ON:	SEPTEMBER 2013
PROJECT TOTAL:	\$153,000
CONTACT:	NANCY
PHONE:	727 535 2172



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JOB TITLE: **WATERLEFE**
WORK PERFORMED: VARIOUS TYPES OF EROSION CONTROL, INCLUDING: RIP RAP, GEOTUBE, MATTING, FILL & SOD.
SCOPE OF WORK: INSTALLATION OF APPROXIMATELY 4000 LINEAR FEET OF GEOTUBE. DOWNSPOUT DRAINS WERE EXTENDED UNDER THE GEOTUBE INTO THE POND. MULTIPLE PLANTING AND RIP RAP INSTALLATION.
WORK COMPLETED ON: ON GOING
PROJECT TOTAL: \$400,000+
CONTACT: RICK SCHAPPACHER
PHONE: 941 748 8340

JOB TITLE: **HARBOUR ISLES**
WORK PERFORMED: RESTORATION OF SHORELINE UTILIZING FABRIC & FILL DIRT WITH RIP RAP
SCOPE OF WORK: PREP WORK OF APPROXIMATELY 1000 LINEAR FEET OF LAKE BANK FOR RESTORATION GRADING OF REPAIRED AREA TO MATCH EXISTING SLOPE. INSTALLATION OF BAHIA SOD TO STABILIZE AND REPAIR ANY AREA DISTURBED BY INSTALLATION OF GEOTEXTILE.
WORK COMPLETED ON: SUMMER OF 2020
PROJECT TOTAL: \$75,000
CONTACT: STEPHEN BRLETIC
PHONE: 813 868 6508

JOB TITLE: **VENETIAN CDD**
WORK PERFORMED: RESTORATION OF SHORELINE UTILIZING GEOTUBE, RIP RAP, FILL DIRT, GEOWEB
SCOPE OF WORK: REPAIR AND RESTORATION ON SHORELINE USING 7' GEOTUBE. SLOPE GEOTUBE WITH RIPRAP ALONG THE TOE. FILL IN BANK DEPRESSIONS WITH DIRT AND SOD.
WORK COMPLETED ON: ON GOING
PROJECT TOTAL: \$350,000
CONTACT: RICK SCHAPPACHER, P.E.
PHONE: 941 748 8340

JOB TITLE: **LONGWOOD RUN HOA**
WORK PERFORMED: RESTORATION OF SHORELINE UTILIZING GEOTUBE & FILL DIRT
SCOPE OF WORK: REPAIR AND RESTORATION ON SHORELINE USING 7' GEOTUBE. SLOPE GEOTUBE WITH RIPRAP ALONG THE TOE. FILL IN BANK DEPRESSIONS WITH DIRT AND SOD.
WORK COMPLETED ON: ON GOING
PROJECT TOTAL: \$150,000
CONTACT: BILL ASHBY
PHONE: 941 302 5474

JOB TITLE: **COPPERSTONE CDD**
WORK PERFORMED: RESTORATION OF SHORELINE UTILIZING GEOTUBE, RIP RAP & FILL DIRT
SCOPE OF WORK: REPAIR AND RESTORATION ON SHORELINE USING 7' GEOTUBE. SLOPE GEOTUBE WITH RIPRAP ALONG THE TOE. FILL IN BANK DEPRESSIONS WITH DIRT AND SOD.
WORK COMPLETED ON: SUMMER 2021
PROJECT TOTAL: \$750,000
CONTACT: RICK SCHAPPACHER, P.E.
PHONE: 941 748 8340

SECTION IV

REQUEST FOR PROPOSAL #2021-03

Golf Course Lake Bank Restoration Project

Contact Information

Company Name: Crosscreek Environmental, Inc.
 Address: 111 61st Street East, Palmetto, FL 34221
 Point of Contact (name): David Voorhees
 Telephone Number: 941-479-7811
 E-mail address: david@crosscreekenv.com
 Person authorized to submit proposal (name and title): Derek Wagner
 Signature of person listed immediately above: _____
 Date: 9/22/21

Experience and References

Number of years company has worked in Brevard County: 10 Years
 Sub-contractors to be used on project (name, address, telephone number):
N/A

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

1. Marbrisa - Marbrisa HOA, Marbrisa Drive, Vero Beach, FL 32963 Ph:678-520-3197
2. Copperstone - Schappacher Engineering & Surveying, 3604 53rd Ave. E., Bradenton, FL 34203
Ph: 941-748-8340
3. Longwood Run - Longwood Run HOA, Longwood Run Blvd., Sarasota, FL 34243
Ph:941-870-5600
4. Greenfield - Greenfield HOA, Greenfield Blvd., Bradenton, FL 34212 Ph:941-727-4698
5. River Club - River Club HOA, 9031 Town Center Parkway, FL 34202 Ph:941-962-3726
****Please see attached company bid documents for additional project information****

Prior work for Barefoot Bay Recreation District:

N/A

Anticipated start date and number of days of the project

Permit application date: TBD
 Date of commencement of work: Any date after 12/1/2021
 Number of workdays (excluding weekends): +/- 40 days



Crosscreek Environmental Inc.

111 61st Street East
Palmetto, FL 34221

Estimate

Date	Estimate #
9/22/2021	8055

Name / Address

Barefoot Bay Recreation District
625 Barefoot Blvd
Barefoot Bay, FL 32976
Attn: Stephanie Brown

Description	Qty	Rate	Total
Supply and installation of all labor, equipment and materials needed to install 7' FW404 woven geotext tube to repair and control erosion at the above referenced address			
B.E.S.T. installation will include following scope of work: * Prep work of lake bank for installation of B.E.S.T. geotextile tube. * Grading of repaired area to match existing slope. * Installation of Floratam sod to stabilize and repair any area disturbed by installation of B.E.S.T. geotextile tube. * Extending of corrugated drain pipes within work area to waters edge.			
GC Lake Bank (#6, #2, #3)	2,133	38.50	82,120.50
GC Lake Bank (#5, #9, #13)	2,703	38.50	104,065.50
Option #1 GC Lake Bank (#1 left side) 248 ft - \$9,672.00 GC Lake Bank (#1 right side) 312 ft - \$12,168.00 GC Lake Bank (#11 left side) 750 ft - \$29,250.00			
Crosscreek Environmental, Inc. provides a ten (10) year warranty on all installed materials and five (5) year warranty on labor. Warranty shall become null and void if damages are a result of human misconduct. Warranty does not cover "acts of nature".			
30% deposit due prior to commencement of work. Amount to be deducted from final invoice.			

Total **\$186,186.00**

Please sign and return if accepted

Phone # (941) 479-7811

Fax # (941) 479-7812

admin@crosscreekenv.com

www.crosscreekenvironmental.com

Exhibit A

Sample A1A Schedule of Values Form

CONTINUATION SHEET

SCHEDULE of VALUES

Page 1 of 1 Pages

APPLICATION AND CERTIFICATION FOR PAYMENT,

containing Subcontractor's signed Certification, is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

CONTRACTOR:

APPLICATION NO:

APPLICATION DATE:

PERIOD TO:

Crosscreek Environmental, Inc.

9/22/21

PROJECT NAME:

Barefoot Bay Golf Course Lank Bank Restoration

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED FROM PREVIOUS APPLICATION	WORK COMPLETED THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D or E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G divided by C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
1	General Conditions	\$ -	\$ -	\$ -		\$ -	0.00%	\$ -	
2	Sitework	\$ 186,186.00	\$ -	\$ -		\$ -	0.00%	\$ -	
3	Fencing	\$ -	\$ -	\$ -		\$ -	0.00%	\$ -	
4	Landscape & Irrigation	\$ -	\$ -	\$ -		\$ -	0.00%	\$ -	
5	Concrete - Slab	\$ -	\$ -	\$ -		\$ -	0.00%	\$ -	
6	Concrete Parking & Walks	\$ -	\$ -	\$ -		\$ -	0.00%	\$ -	
7	Masonry	\$ -	\$ -	\$ -		\$ -	0.00%	\$ -	
8	Structural Steel	\$ -	\$ -	\$ -		\$ -	0.00%	\$ -	
9	Rough Carpentry	\$ -	\$ -	\$ -		\$ -	0.00%	\$ -	
10	Siding Carpentry	\$ -	\$ -	\$ -		\$ -	0.00%	\$ -	
11	Wood Trusses	\$ -	\$ -	\$ -		\$ -	0.00%	\$ -	
12	Materials	\$ -	\$ -	\$ -		\$ -	0.00%	\$ -	
13	Finish carpentry	\$ -	\$ -	\$ -		\$ -	0.00%	\$ -	
14	Cabinets	\$ -	\$ -	\$ -		\$ -	0.00%	\$ -	
15	Counter Allowance	\$ -	\$ -	\$ -		\$ -	0.00%	\$ -	
16	Roofing	\$ -	\$ -	\$ -		\$ -	0.00%	\$ -	
17	Int. & Ext. Insulation	\$ -	\$ -	\$ -		\$ -	0.00%	\$ -	
18	Doors & Hardware	\$ -	\$ -	\$ -		\$ -	0.00%	\$ -	
19	Windows	\$ -	\$ -	\$ -		\$ -	0.00%	\$ -	
20	Stucco	\$ -	\$ -	\$ -		\$ -	0.00%	\$ -	
20	Drywall	\$ -	\$ -	\$ -		\$ -	0.00%	\$ -	
21	Acoustical Ceiling	\$ -	\$ -	\$ -		\$ -	0.00%	\$ -	
22	Floorcovering	\$ -	\$ -	\$ -		\$ -	0.00%	\$ -	
23	Painting	\$ -	\$ -	\$ -		\$ -	0.00%	\$ -	
24	Specialties	\$ -	\$ -	\$ -		\$ -	0.00%	\$ -	
25	Plumbing	\$ -	\$ -	\$ -		\$ -	0.00%	\$ -	
26	HVAC	\$ -	\$ -	\$ -		\$ -	0.00%	\$ -	
26	Electric	\$ -	\$ -	\$ -		\$ -	0.00%	\$ -	
26	Phone & Electric Service Allowance	\$ -	\$ -	\$ -		\$ -	0.00%	\$ -	
26	OH & Profit	\$ -	\$ -	\$ -		\$ -	0.00%	\$ -	
1	C.O. #1	-	\$ -	\$ -		\$ -	0.00%	\$ -	
2	C.O. #2	-	\$ -	\$ -		\$ -	0.00%	\$ -	
COLUMN TOTALS		186,186.00	0.00	0.00		\$ -	#DIV/0!	\$ -	

ACORDTM**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

9/21/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER McGriff Insurance Services 9040 Town Center Pkwy. Ste 200 Lakewood Ranch, FL 34202 941 748-1431	CONTACT NAME: Theresa Cerf	
	PHONE (A/C, No, Ext): 941 782-6271	FAX (A/C, No): 866-242-0807
INSURED Crosscreek Environmental Inc. 111 Palm View Road Palmetto, FL 34221	E-MAIL ADDRESS: theresa.cerf@mcgriff.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Southern Owners Insurance Company	NAIC # 10190
	INSURER B: Auto Owners Insurance Company	18988
	INSURER C: American Interstate Insurance Company	31895
	INSURER D:	
INSURER E:		
INSURER F:		

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			2040400521	07/31/2021	07/31/2022	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> Drive Oth Car <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY			5039834100	07/31/2021	07/31/2022	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10,000			5039834101	07/31/2021	07/31/2022	EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y	AVWCFL3011832021	07/15/2021	07/15/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**** Workers Comp Information ****

USLH Included.

Proprietors/Partners/Executive Officers/Members Excluded: CARLTON CAMPBELL, President

Certificate holder is listed as additional insured for liability where required by written contract.

CERTIFICATE HOLDER**CANCELLATION**

Barefoot Bay Recreation District
Office of the District Clerk
625 Barefoot Blvd.
Sebastian, FL 32976

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Theresa Cerf



Landshore® Enterprises, LLC

*Streambank & Shoreline protection/stabilization/reclamation
Environmental Engineering, Erosion Control, Construction Management
d/b/a Erosion Restoration, LLC*

Proposal prepared for:
Barefoot Bay Recreation District
Office of the District Clerk
625 Barefoot Blvd.
Barefoot Bay, FL 32976

Project:
Golf Course Lake Bank Restoration Project
#2021-03

Due Date: September 24, 2021 at 4:30pm



Landshore® Enterprises, LLC

*Streambank & Shoreline protection/stabilization/reclamation
Environmental Engineering, Erosion Control, Construction Management
d/b/a Erosion Restoration, LLC*

Company Overview

History: Founded in 2002, Landshore® Enterprises, LLC has over 19 years of experience in the Erosion Control Industry.

Certificates and Awards: Certified Florida Stormwater, Erosion and Sedimentation Control Inspectors, Professional Licensed Engineer (FL), South Florida Water Management District Certified, BBB A+, and OSHA-Training.

Customer Reach: Proudly serve Homeowners Associations, Golf Courses, Residential, and Governmental Entities in Florida, Georgia, Illinois, North Carolina, South Carolina, Texas and Virginia.

Services: Engineering

Design, Plans and Cross Sections, GPS and Surveys, Bathymetric Surveys, Topographical Surveys, Soil Testing and Analysis, Stability Analysis, Permit Application, and Construction Management

Construction

Structural and Non-Structural Erosion Control, Shoreline Restoration and Stabilization, Dewatering and Sediment Control, Dredging, Earthwork, Grading, and Restoration

Products: Eco-Filter Tubes®, Erosion Control Panels®, Riprap, GeoWeb, FlexMSE, Filter-Point Fabric, Articulated Concrete Block Mat, Gabion, Retaining Walls, Sheet Piling, Bulkhead, Turf Reinforcement Mats, Drainage Systems, and more.

Applications: Lakes, Ponds, Creeks, Riverfront, Stream Bank, Ditches, Canals, Spillways, Reservoirs, Retention and Detention Ponds.

Locations: Gulf Coast of Florida 188 Triple Diamond Boulevard, Suite A4,
North Venice, Florida, 34275
(941) 303-5238

Atlantic Coast of Florida 6555 North Powerline Road, Suite 302
Fort Lauderdale, Florida, 33309
(954) 327-3300



Landshore® Enterprises, LLC

*Streambank & Shoreline protection/stabilization/reclamation
Environmental Engineering, Erosion Control, Construction Management
d/b/a Erosion Restoration, LLC*

Our Company

Landshore® Enterprises, LLC, with offices in Fort Lauderdale, Florida and headquartered in Venice, Florida, is a turnkey national design-build environmental company specializing in shoreline erosion control, repair and restoration challenges. Landshore® uses non-structural, bioengineering and bio-technical methods to fulfill the demands of our clients.

Established over nineteen years ago, we have provided our services of excellence to golf courses, homeowner associations (managed properties), private residences, and governments in more than 10 states.

Landshore® is very conscientious about completing projects that reflect professionalism to the highest degree. We take a great deal of pride in each contracted service, no matter how large or small the project is. Our engineering expertise ensures that we will provide you with the best possible solution at the best possible price based on thorough research, investigation, and data interpretation from the job site.

Because of our engineering practices, our clients are assured that their shoreline erosion solution will endure for the longest amount of time possible. Additionally, the number of construction hours required for job completion are billed accurately and even the precise amount of quality materials for the best solution are deployed.

Our talented group of employees research and investigate public records on the subject site, conduct surveys, perform various tests such as measuring soil density and analyze results. From all the compiled information and subsequent analysis, we gain an understanding of the historical and current nature of the erosion changes concerning water levels, the amount of erosion loss over time, the slope of the eroded shoreline, and the stability of the surrounding soil.

We have the expertise, resources, technology, and collaborative insight to create designs and solutions that far exceed our client's expectations. Due to our extensive experience in resolving various erosion problems around the nation, Landshore® is proud to guarantee complete satisfaction on ALL projects.

Landshore® wishes to extend our warmest thanks to our clients! We deeply appreciate each customer. From our perspective, we feel our relationship is more of a special partnership than just a contract with a client. We work with each client in a way that is both communicative and constructive; and always appreciate comments and feedback to make us better at our job.

Respectfully,

Landshore® Enterprises, LLC



Landshore® Enterprises, LLC

*Streambank & Shoreline protection/stabilization/reclamation
Environmental Engineering, Erosion Control, Construction Management
d/b/a Erosion Restoration, LLC*

Statement of Ability to Perform

Landshore® Enterprises, LLC ("Landshore®", "We", "Our", "Us"), with over 19 years of experience in the erosion control and slope stabilization industry, has the expertise, equipment, staff and resources available to perform the work as described for the Golf Course Lake Bank Restoration Project for the Barefoot Bay Recreation District.

We currently employ twenty (20) full-time employees, four (4) part-time employees, and three (3) salespeople. We have Qualified Stormwater Management Inspectors on staff and are OSHA construction certified.

We have six (6) professional staff personnel in our offices to handle the Barefoot Bay Recreation District account.

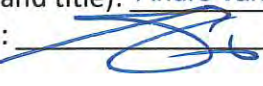
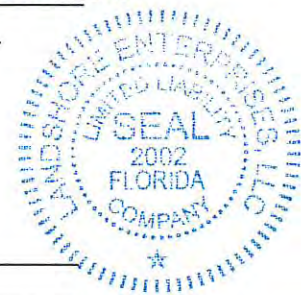
We look forward to the pleasure of working for the Barefoot Bay Recreation District.

Respectfully,
André van den Berg, President

SECTION IV

REQUEST FOR PROPOSAL #2021-03

Golf Course Lake Bank Restoration Project

Contact InformationCompany Name: Landshore Enterprises, LLCAddress: 188 Triple Diamond Blvd, Suite A4, North Venice, FL 34275Point of Contact (name): André van den BergTelephone Number: (941) 303-5238E-mail address: info@landshore.comPerson authorized to submit proposal (name and title): André van den Berg, PresidentSignature of person listed immediately above: Date: September 23, 2021**Experience and References**Number of years company has worked in Brevard County: n/a

Sub-contractors to be used on project (name, address, telephone number):

None, all the work is to be performed by Landshore.

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

Please see attached our list of references.

Prior work for Barefoot Bay Recreation District:

We have not have the pleasure to work for Barefoot Bay Recreation District yet.However, we have worked in places close to the Barefoot Bay area, specifically inVero Beach Country Club, Bent Pine Golf Club, Johns Island, Windsor Country Club, McArthur Golf Course, Rio Mar Country Club, Orchid Island Golf and Beach Club.**Anticipated start date and number of days of the project**Permit application date: January 2022Date of commencement of work: May 1, 2022Number of workdays (excluding weekends): 120 working days
35 working days-Option #1



Landshore® Enterprises, LLC

Streambank & Shoreline protection/stabilization/reclamation
Environmental engineering, Erosion control, Construction management
d/b/a Erosion Restoration, LLC

Barefoot Bay Recreation District
Attn: Stephanie Brown, District Clerk
Office of the District Clerk
625 Barefoot Blvd
Barefoot Bay, FL 32976

ESTIMATE #3877

Date: 9/23/2021

BASE BID

Project: GC Lake Bank (#6, #2, #3) & (#5, #9, #13) for a Total of 4,869 LF

PRODUCT DESCRIPTION

Eco-Filter Tube (EFT®) construction uses a woven or non-woven geotextile fabric that is formed into the shape of a tube. The tube is filled with sand by direct coupling to a hydraulic dredge. The tube is designed to retain the granular fill portion of the dredge slurry, while appropriately sized openings in the geotextile allow the excess water in the slurry to permeate through the tube walls. The procedure can be implemented in both dry and underwater conditions. The tubes can be fabricated in various circumferences, which, when inflated, will form a roughly elliptical shape. The Landshore® engineered EFT® system consists of a spun bound polyester filter fabric that is sewn together to form a tube specifically calculated for particular level of service, pressure, strength, stability and safety - is placed along the edge of water on prepared terrace and filled with sand to form an erosion barrier that has the characteristics of a permeable, gravity type retaining wall.

JOB SCOPE

Landshore® will install Eco-Filter Tube (EFT®) as described in Golf Course Lake Bank Restoration Project #2021-03.

ITEMIZED ESTIMATE: TIME AND MATERIALS

Section	Description	Units	Estimated Quantities	Total
BASE	Mobilization / General preparation	EA	1	
	Maintenance of Traffic	EA	1	
	Clearing and Grubbing	EA	1	
	Installation and maintenance of stormwater pollution prevention measures	EA	1	
	Regular Excavation / Embankment	EA	1	
	Installation of EFT®			
	EFT® 1x7.5' Cir. Sacrificial Tube	LF	4,869	EFT
	EFT® 1x10' Cir. Base Tube	LF	4,869	
	EFT® 10' Cir. Supporting Tube	LF	4,869	
	Polyethylene (UV Protection)	SY	2,149	
	Sod (St. Augustine)	SF	4,299	
	Demobilization	EA	1	
TOTAL JOB COST				\$385,911.00

Excluding any permit fees and fees for a payment and performance bond, if any.



Landshore® Enterprises, LLC

Streambank & Shoreline protection/stabilization/reclamation
Environmental engineering, Erosion control, Construction management
d/b/a Erosion Restoration, LLC

PAYMENT SCHEDULE

Landshore® Enterprises' payment policy is as follows:

- 5% Booking Date
- 20% Mobilization Date
- 65% Progress billing based on LF completed
- 10% Completion of project

****Invoice is due upon receipt****

SPECIAL CONDITIONS

1. Landshore® is not responsible for damage to utilities outside of easement along shoreline if as-built drawings or locations are not provided by the Client.
2. Landshore® reserves the right to change this estimate unless an agreement is reached within 60 days of the original estimate date.
3. At this time, staging areas and site access has not been defined by Client. Therefore, any damages caused to access (curbing, sidewalk, road, etc.) are not included in this estimate.
4. Landshore® is not responsible for any damages to the work by any natural disaster.
5. In case there are any unstable submerge slopes that have not been identified by the client, Landshore® will not be held responsible for any under water land slide caused by any additional load on top of submerge slope.
6. Following sod installation, any sod maintenance activities, such as watering, is to be administered by Owner(s).
7. If there are 4" pipes at shoreline edge, Landshore® will extend the pipes for no additional cost. Any other size will be determined as needed.
8. All information provided by Landshore® is to be shared only with the Owner(s) and those with authority to make decisions on behalf of the Owner(s). This information is by no means to be shared to solicit competing entities.
9. The Client is responsible to adhere to all applicable Federal, State, County, City, District and any other municipal or local laws, regulations, rules, ordinances and guidelines. Unless specifically hired to obtain all necessary permits - Landshore® will not be liable for any construction or design issues, violations, fines or claims received due to nonconformance and noncompliance to standards or absence of permits (submittal of permit application does not guarantee the approval, additional services such as expediting, meetings with reviewer, etc. may be performed at an hourly rate, at the Client's request).

This proposal is for completing the job described above, based on our evaluation. It does not include unforeseen price increases or additional labor and materials which may be required should problems arise.

Client's Representative Signature

Date

Landshore® Enterprises Representative Signature

Date



Landshore® Enterprises, LLC

Streambank & Shoreline protection/stabilization/reclamation
Environmental engineering, Erosion control, Construction management
d/b/a Erosion Restoration, LLC

Barefoot Bay Recreation District
Attn: Stephanie Brown, District Clerk
Office of the District Clerk
625 Barefoot Blvd
Barefoot Bay, FL 32976

ESTIMATE #3878

Date: 9/23/2021

OPTION #1

Project: GC Lake Bank (#1 Left, #1 Right, #11 Left) for a Total of 1,310 LF

PRODUCT DESCRIPTION

Eco-Filter Tube (EFT®) construction uses a woven or non-woven geotextile fabric that is formed into the shape of a tube. The tube is filled with sand by direct coupling to a hydraulic dredge. The tube is designed to retain the granular fill portion of the dredge slurry, while appropriately sized openings in the geotextile allow the excess water in the slurry to permeate through the tube walls. The procedure can be implemented in both dry and underwater conditions. The tubes can be fabricated in various circumferences, which, when inflated, will form a roughly elliptical shape. The Landshore® engineered EFT® system consists of a spun bound polyester filter fabric that is sewn together to form a tube specifically calculated for particular level of service, pressure, strength, stability and safety - is placed along the edge of water on prepared terrace and filled with sand to form an erosion barrier that has the characteristics of a permeable, gravity type retaining wall.

JOB SCOPE

Landshore® will install Eco-Filter Tube (EFT®) as described in Golf Course Lake Bank Restoration Project #2021-03.

ITEMIZED ESTIMATE: TIME AND MATERIALS

Section	Description	Units	Estimated Quantities	Total
OPT. 1	Mobilization / General preparation	EA	1	
	Maintenance of Traffic	EA	1	
	Clearing and Grubbing	EA	1	
	Installation and maintenance of stormwater pollution prevention measures	EA	1	
	Regular Excavation / Embankment	EA	1	
	Installation of EFT®			
	EFT® 1x7.5' Cir. Sacrificial Tube	LF	1,310	EFT
	EFT® 1x10' Cir. Base Tube	LF	1,310	
	Polyethylene (UV Protection)	SY	582	
	Sod (St. Augustine)	SF	1,164	
	Demobilization	EA	1	

TOTAL JOB COST

\$79,645.00

Excluding any permit fees and fees for a payment and performance bond, if any.



Landshore® Enterprises, LLC

Streambank & Shoreline protection/stabilization/reclamation
Environmental engineering, Erosion control, Construction management
d/b/a Erosion Restoration, LLC

PAYMENT SCHEDULE

Landshore® Enterprises' payment policy is as follows:

- 5% Booking Date
- 20% Mobilization Date
- 65% Progress billing based on LF completed
- 10% Completion of project

****Invoice is due upon receipt****

SPECIAL CONDITIONS

1. Landshore® is not responsible for damage to utilities outside of easement along shoreline if as-built drawings or locations are not provided by the Client.
2. Landshore® reserves the right to change this estimate unless an agreement is reached within 60 days of the original estimate date.
3. At this time, staging areas and site access has not been defined by Client. Therefore, any damages caused to access (curbing, sidewalk, road, etc.) are not included in this estimate.
4. Landshore® is not responsible for any damages to the work by any natural disaster.
5. In case there are any unstable submerge slopes that have not been identified by the client, Landshore® will not be held responsible for any under water land slide caused by any additional load on top of submerge slope.
6. Following sod installation, any sod maintenance activities, such as watering, is to be administered by Owner(s).
7. If there are 4" pipes at shoreline edge, Landshore® will extend the pipes for no additional cost. Any other size will be determined as needed.
8. All information provided by Landshore® is to be shared only with the Owner(s) and those with authority to make decisions on behalf of the Owner(s). This information is by no means to be shared to solicit competing entities.
9. The Client is responsible to adhere to all applicable Federal, State, County, City, District and any other municipal or local laws, regulations, rules, ordinances and guidelines. Unless specifically hired to obtain all necessary permits - Landshore® will not be liable for any construction or design issues, violations, fines or claims received due to nonconformance and noncompliance to standards or absence of permits (submittal of permit application does not guarantee the approval, additional services such as expediting, meetings with reviewer, etc. may be performed at an hourly rate, at the Client's request).

This proposal is for completing the job described above, based on our evaluation. It does not include unforeseen price increases or additional labor and materials which may be required should problems arise.

Client's Representative Signature

Date

9-23-21

Date

Landshore® Enterprises Representative Signature




Golf Course Lake Bank Restoration Project Q & A

1. What is the estimated cost of the project?

\$175,000.00

2. Is there any plan holders list?

There is no Plan holder's list

Received

Arië's vandenBerg



Landshore® Enterprises, LLC

*Streambank & Shoreline protection/stabilization/reclamation
Environmental Engineering, Erosion Control, Construction Management
d/b/a Erosion Restoration, LLC*

Landshore®, established over nineteen years ago, have provided our services of excellence to golf courses, homeowner associations (managed properties), private residences, and governments in more than 10 states.

In the past we have worked close to the Barefoot Bay area, specifically in Vero Beach Country Club, Windsor Country Club, McArthur Golf Course, Rio Mar Country Club, Orchid Island Golf and Beach Club, Johns Island Club, Bent Pine Golf Club.

Should it be requested, more references are available.

State of Florida

Department of State

I certify from the records of this office that LANDSHORE ENTERPRISES, LLC is a limited liability company organized under the laws of the State of Florida, filed on August 5, 2002.

The document number of this limited liability company is L02000019882.

I further certify that said limited liability company has paid all fees due this office through December 31, 2021, that its most recent annual report was filed on January 12, 2021, and that its status is active.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Twelfth day of January, 2021*



Samuel R. Ruff
Secretary of State

Tracking Number: 2852776318CC

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>



Landshore® Enterprises, LLC

*Streambank & Shoreline protection/stabilization/reclamation
Environmental Engineering, Erosion Control, Construction Management
d/b/a Erosion Restoration, LLC*

PROJECTS / REFERENCES – HOA's; CDD's; Others (FLORIDA)

1. Oakridge Community Development District

5385 North Hob Hill Road, Sunrise, FL 33351

Mr. Juan R. Alvarez, P.E., District Engineer

juan.alvarez@alvarezeng.com

Restoration of Shores for Six Lakes

Combination of of geo-textile tubes with imported sand and shoreflex mat to restore shorelines to original conditions.

\$1,552,778.30

Duration project: November 2021 – ongoing, anticipated completion date December 31, 2021

2. Lely Community Development District

Hole Montes, Inc.

950 Encore Way, Naples, FL 34110

Mr. W. Terry Cole, P.E., District Engineer

terrycole@hmeng.com

Repair of Lake Erosion Areas

Installation of geo-textile tubes with dredged sand to restored disturbed areas

\$156,100.00

Duration of project: June 2021 – ongoing, anticipated completion date September 30, 2021

3. Waterford Master Owners Association, Inc.

1424 Gleneagles Drive, Venice, FL 34292

Mr. Ron Fazzalano, Member of Lakes Committee & Former President of HOA

ronfazz@gmail.com

Shoreline Maintenance for all Lakes at the Community

Design and installation of EFT® tubes as part of their lake shoreline maintenance for all Lakes at WMOA.

\$1,765,588.00

Duration of project: 5 Years (2013-2018)

4. Fiddler's Creek Community Development District #1 & #2

Hole Montes, Inc.

950 Encore Way, Naples, FL 34110

Mr. W. Terry Cole, P.E., District Engineer

terrycole@hmeng.com

Repair of Lake Erosion Areas – Phase 4, Phase 5, and Phase 6

Installation of geo-textile tubes with dredged sand to restored disturbed areas

\$451,651.46

Duration of project: Phase 4, 5, & 6 (years 2015, 2016, & 2017)



Landshore® Enterprises, LLC

*Streambank & Shoreline protection/stabilization/reclamation
Environmental Engineering, Erosion Control, Construction Management
d/b/a Erosion Restoration, LLC*

PROJECTS / REFERENCES – GOVERNMENT (FLORIDA)

5. City of Miramar

2300 Civic Center Place, Miramar, FL 33025

Mr. Bernard Buxton-Tetteh, P.E.

Bbuxton-tetteh@miramarfl.gov

Historic Miramar Drainage System Improvement Project; IFB-16-001

Canal bank stabilization using geotextile tubes

\$179,761.38

Completion date: December 2016

6. City of Pembroke Pines

10100 Pines Blvd., Pembroke Pines, FL 33026

Mr. George Wrvles, Project Manager

gwrves@ppines.com

Lake Bank Erosion Barrier Restoration for Pembroke Lakes Golf Course – Phase 2; RFP No. RE-16-01

Installation of approx. 1,830 LF of geo-tubes.

\$141,133.00

Completion date: November 2016

7. City of Lauderdale Lakes

4300 NW 36th St, Lauderdale Lakes, FL 33319

Mr. Vincent Richmond

vincentr@lauderdalelakes.org

Design/Build Stormwater Canal Bank Stabilization Project; RFP No. 13-1302-05D

Design/Build. Engineering design and construction of approx. 9,190 LF of canal embankment with with geo-tubes and sheet piling.

\$853,892.75

Completion date: June 2016

8. City of Coconut Creek

5295 Johnson Road, Coconut Creek, FL 33063

Mr. Asaad Akar, P.E.

aakar@coconutcreek.net

South Creek Maintenance Dredging; Bid No. 02-05-14-11

Maintenance dredging of south creek canal, approx. 6,000 feet. Dredging using hydraulic/suction and the dredged soil deposited into geo-tubes to stabilize the canal banks.

\$603,344.50

Completion date: August 2015

State of Florida

Department of State

I certify from the records of this office that EROSION RESTORATION, LLC is a Fictitious Name registered with the Department of State on April 11, 2013.

The Registration Number of this Fictitious Name is G13000035011.

I further certify that said Fictitious Name Registration is active.

I further certify that said Fictitious Name Registration filed a renewal on April 4, 2018, and expires on December 31, 2023.

*Given under my hand and the Great Seal of
Florida, at Tallahassee, the Capital, this the Fifth
day of April, 2018*

Ken DeFries

Secretary of State





Governmental Center Annex

115 S. Andrews Avenue, Room A680 • Fort Lauderdale, Florida 33301 • 954-357-6400 • FAX 954-357-5674 • TTY 954-357-5664

Office of Economic and Small Business Development

This Certificate is Awarded to:

**LANDSHORE ENTERPRISES, LLC
DBA EROSION RESTORATION, LLC**

As set forth in the Broward County Business
Opportunity Act of 2012, the certification requirements
have been met for:

County Business Enterprise
Small Business Enterprise
Anniversary Date: December 19th

A handwritten signature in black ink, appearing to read "Chris Adams".

Authorized Representative

The Office of Economic and Small Business Development must be notified within 30 days of any material changes in the business which may affect ownership and control.
Failure to do so may result in the revocation of this certificate and/or imposition of other sanctions.

A Service of the Broward County Board of County Commissioners
www.broward.org/smallbusiness



Landshore® Enterprises, LLC

*Streambank & Shoreline protection/stabilization/reclamation
Environmental Engineering, Erosion Control, Construction Management
d/b/a Erosion Restoration, LLC*

Firm Qualifications and Key Staff and Personnel

Firm Qualifications and Experience:

Landshore® currently employs twenty (20) full-time employees, four (4) part-time employees, and three (3) salespeople. We have five (5) Qualified Stormwater Management Inspectors on staff, a Professional Engineer licensed in the state of Florida, and are OSHA construction certified.

KEY STAFF FOR LANDSHORE ENTERPRISES, LLC, d/b/a EROSION RESTORATION, LLC

Name: **André van den Berg**
Title: **President, CEO**
Primary Office: 188 Triple Diamond Blvd., Suite A4
City, State, Zip Code: Venice, FL 34275
Phone/ Fax: P. (954) 444-6005
Email: andre@landshore.com
Employee Overview: Owner and founder of Landshore® Enterprises, LLC, for over 17 years, specializing in the erosion control, shoreline restoration and stabilization industry. Qualified Stormwater Management Inspector (#37843) by Florida Department of Environmental Protection (FDEP). OSHA-10 Safety certification.

Name: **Michal "Mike" Jerabek**
Title: **Operations Manager**
Primary Office: 6555 N. Powerline Road, Suite 302
City, State, Zip Code: Fort Lauderdale, FL 33309
Phone/ Fax: P. (954) 327-3300
Email: mike@landshore.com
Employee Overview: **Key Clients:** Port St. Lucie County, Manatee County, City of Tamarac; City of Miramar; City of Pompano Beach; City of Pembroke Pines; City of Lauderdale Lakes; City of Coconut Creek; Manatee County, Town of Mount Pleasant, SC; Disney World; Town of Hilton Head, SC; Waterford Master Owners Association, Inc.; Colonial Country Club; Fiddler's Creek CDD; Quail Hollow CC.

Name: **Richard Paolillo**
Title: **Project Coordinator**
Primary Office: 188 Triple Diamond Blvd., Suite A4
City, State, Zip Code: Venice, FL 34275
Phone/ Fax: P. (941) 303-5238
Email: richard@landshore.com
Employee Overview: Bachelor of Science in Business Administration, University of South Florida
Qualified Stormwater Management Inspector (#41028)
Key Clients: Waterford Master Owners Association, The Venice Golf & Country Club Master Owners Association, Sawgrass Community Association, The Founders Club Community Association, Atwell Group, Manatee County, Pasco County.



Landshore® Enterprises, LLC

*Streambank & Shoreline protection/stabilization/reclamation
Environmental Engineering, Erosion Control, Construction Management
d/b/a Erosion Restoration, LLC*

Name: **Miguel Reto**
Title: **Design Engineer**
Primary Office: 6555 N. Powerline Road, Suite 302
City, State, Zip Code: Fort Lauderdale, FL 33309
Phone/ Fax: P. (954) 327-3300
Email: miguel@landshore.com
Employee Overview: Bachelor of Science in Civil Engineering, Florida Atlantic University
Bachelor of Science in Environmental Engineering, Florida Atlantic University

Name: **Nicolas Valles-Negrette**
Title: **Senior Engineer**
Primary Office: 6555 N. Powerline Road, Suite 302
City, State, Zip Code: Fort Lauderdale, FL 33309
Phone/ Fax: P. (954) 327-3300
Email: miguel@landshore.com
Employee Overview: Bachelor of Science in Civil Engineering, Francisco de Miranda National University
Master's in Construction Management, Francisco de Miranda National University
Qualified Stormwater Management Inspector (#41451)

Name: **Pieter M. Lombard, PE**
Title: **Civil Engineer**
Primary Office: 188 Triple Diamond Blvd., Suite A4
City, State, Zip Code: Venice, FL 34275
Phone/ Fax: P. (941) 303-5238
Email: pieter@landshore.com
Employee Overview: Bachelor of Science in Civil Engineering, University of Stellenbosch, Cape Town, SA
Professional Engineer, Florida (#66596)

Name: **Arelis van den Berg, CPA**
Title: **CFO**
Primary Office: 188 Triple Diamond Blvd., Suite A4
City, State, Zip Code: Venice, FL 34275
Phone/ Fax: P. (941) 303-5238
Email: arelis@landshore.com
Employee Overview: Managing member of Landshore® Enterprises, LLC, a well-established shoreline specialist and erosion control company based in Florida.
Bachelor of Science in Business Administration, University of Puerto Rico
Qualified Stormwater Management Inspector (#41045)

ANDRE VAN DEN BERG

188 Triple Diamond Blvd, Suite A4, North Venice, FL 34275
andre@landshore.com . (941) 303-5238

Founder and President of Landshore® Enterprises, LLC, dba Erosion Restoration, LLC, a well-established shoreline specialist and erosion control company based in Florida. Eighteen years of successful business ownership. Invented and patented an erosion control product.

Education Background:

- Bachelor of Science in Construction Management – Technicon in Pretoria, South Africa
Faculty of Engineering and Management, National Diploma No. 91077469

Certifications and Memberships:

- Qualified Stormwater Management Inspector – Inspector No. 37843
- OSHA Construction Certified
- Member of Florida Lake Management Society

Professional Summary:

- Site planning, engineering design and calculations for erosion and sedimentation control plans.
- Management of industrial, commercial, and residential projects.
- Communication with clients, contract administration and project coordinator.
- Final plans production and review.
- Construction supervision, inspections and close-out.

Key Governmental Clients:

Manatee County, FL; City of Gainesville, FL; City of Tamarac, FL; City of Pembroke Pines, FL; City of Lauderdale Lakes, FL; Oakridge CDD, FL; City of Pompano Beach, FL; City of Miramar, FL; Town of Mount Pleasant, SC; Town of Hilton Head, SC; Myrtle Beach, SC; City of Casselberry, FL; City of Oak Brook, IL; City of Opa-Locka, FL; South Broward Drainage District, FL; Collier County, FL; Fiddler's Creek CDD, FL; Lakewood Ranch CDD, FL; Waterlefe CDD, FL; Village of Pinecrest, FL

Key Private Clients:

The Poplar Grove Golf Club, VA; Oakridge CCD, FL; Waterford Master Owners Association, Inc., FL; Sawgrass Homeowners Association, Inc., FL; Waterview Estates Homeowners Association, Inc., FL; Village at Riverwalk Homeowners Association, FL; The Lakes of Oakland Forest HOA, FL; Quail Hollow Golf & Country Club, NC; Atwell-Group (multiple projects); Severn Trent Services, FL; Paradise Island, Bahamas

References and case studies of completed projects available upon request



Department of Environmental Protection

2600 Blair Stone Road, M.S. 3510
Tallahassee, Florida 32399-2400

July 5, 2017

Congratulations on successfully completing the Florida Stormwater Erosion and Sedimentation Control Inspector Training Program. I greatly appreciate your participation in and successful completion of this course. I hope that it has helped you to better understand Florida's stormwater problems and the importance of proper design, construction, and maintenance of erosion and sediment controls during construction, in order to assure the proper long-term operation and maintenance of stormwater systems after construction is completed.

Attached you will find your numbered certificate and wallet card. Please let me know if there are any errors in the certificate or card, or in the grading of your exam. If I can be of further assistance, please do not hesitate to contact me at 850/245-8294 or via email: halton.lunsford@dep.state.fl.us.

Andre' Van Den Berg
188 Triple Diamond Blvd., Ste. #A4
North Venice, FL 34275

DEPARTMENT OF
ENVIRONMENTAL PROTECTION
STORMWATER EROSION AND SEDIMENTATION CONTROL
INSPECTOR TRAINING PROGRAM

Andre' Van Den Berg

<i>Class Date</i>	<i>Inspector Number</i>
May 10, 2017	37843

QUALIFIED STORMWATER MANAGEMENT INSPECTOR
CURRENTLY DOES NOT EXPIRE

QUALIFIED STORMWATER MANAGEMENT INSPECTOR

The undersigned hereby acknowledges that

Andre' Van Den Berg

has successfully met all requirements necessary to be fully qualified through
the Florida Department of Environmental Protection Stormwater Erosion
and Sedimentation Control Inspector Training Program

May 10, 2017


Hal Lunsford

Inspector Number 37843


Kevin Coyne

MICHAL JERABEK

20841 Sugarloaf Ln, Boca Raton, FL 33428 - 954-494-8318 - jerabek.mike88@gmail.com

Highly energetic Project Construction Manager with over 10 years of managerial skills. Hands-on individual with experience in handling different types of construction labor work, using great communication skills and great attention to detail. Highly proficient in earth work and site preparation. Experience in interpreting and executing construction plans. Effectively prioritize tasks and manage time to meet strict deadlines.

EXPERIENCE

2012 – PRESENT – **LANDSHORE ENTERPRISES, LLC**

OPERATIONS MANAGER

Responsible for overseeing all project crew, safety, scheduling, and change orders. Manage site logistics, ordering materials, cost control, quality metrics and timely project completion. Meet with engineers, material suppliers, inspectors, and residents as a primary resource for identifying, addressing, and resolving construction questions, concerns, and issues.

PROJECT SUPERVISOR / EROSION SPECIALIST TEAM MEMBER

Leader of a team of specialists in the erosion shoreline restoration and erosion control construction development. Familiar with construction industry safety standards and procedures to ensure project security.

Key Clients:

Manatee County; City of Tamarac; City of Miramar; City of Pompano Beach; City of Pembroke Pines; City of Lauderdale Lakes; City of Coconut Creek; Town of Mount Pleasant, SC; Disney World; Town of Hilton Head, SC; Waterford Master Owners Association, Inc.; Colonial Country Club; Fiddler's Creek CDD; Quail Hollow CC, St. Lucie County, Sheridan Lakes Condominium Association, Inc.

SKILLS

- Managed the construction process for multiple construction projects valued over \$2M, with responsibility for overseeing subcontractors, coordinating schedules, ordering materials, and executing project design specifications.
- Successfully managed first time installation of a new patented erosion control product within a strict deadline and to the full satisfaction of the Client.
- Negotiated materials purchasing and labor resulting in cost savings while completing all project goals and deadlines.
- Managing a yearlong project with multiple erosion control applications within the project deadline and budget, and to the satisfaction of the Owner and Residents.

CERTIFICATIONS/EDUCATION

- Stormwater, Erosion and Sedimentation Inspector Course.
- 30-Hour OSHA Construction Safety Class.
- Commercial Diver
- Bachelor's Degree in Customer Service, Czech Republic.

OEC-7044239

CERTIFICATE OF COMPLETION



MICHAL JERABEK

Has diligently and with merit completed a

30-Hour OSHA Hazard Recognition Training for the Construction Industry Course
on 7/31/2017

from the OSHA Education Center and the American Safety Council Inc.

A handwritten signature in black ink, appearing to read "Jeffrey Pairan".

Director: Jeffrey Pairan

SECTION IV

**REQUEST FOR PROPOSAL #2021-03
Golf Course Lake Bank Restoration Project**

Contact Information

Company Name: Anchor Marine Services

Address:

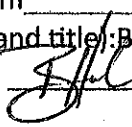
8360 Currency Dr, #1 Riviera Beach FL 33404

Brian Hooch Point of Contact (name):

561-845-6381 Telephone Number:

E-mail address: anchormarinebrian@gmail.com

Person authorized to submit proposal (name and title): Brian Hooch (Sales)

Signature of person listed immediately above: 

Date: 9/20/21

Experience and References

Number of years company has worked in Brevard County: 20 years

Sub-contractors to be used on project (name, address, telephone number):

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

Prior work for Barefoot Bay Recreation District:

Anticipated start date and number of days of the project

Permit application date: _____

Date of commencement of work: _____

Number of workdays (excluding weekends): 90 days



Thomas Brown <ripteall@gmail.com>

Barefoot Bay

1 message

Brian Hoock <anchormarinebrian@gmail.com>
To: Brian Hoock <anchormarinebrian@gmail.com>, Thomas Brown <ripteall@gmail.com>

Thu, Sep 23, 2021 at 12:23 PM

BBRD
RFP No.2020-03, Golf Course Lake Bank Restoration Project

Location
GC Lake Bank (#6,#2 & #3)

320FT OF 4 RUNS OF WOVEN GEO TUBE AT \$80 A LINEAR FOOT WITH SOD =\$25,600
1,813 FEET OF 3 RUNS OF WOVEN GEO TUBE AT \$62 A LINEAR FOOT WITH SOD =\$112,406
TOTAL FOR GC LAKE BANK (#6,#2 & #3) = \$138,006 WITH SOD

LOCATION GC LAKE BANK (#5,#9 & #13)
350 FEET 2 RUNS OF WOVEN GEO TUBE AT \$40 A LINEAR FOOT WITH SOD =\$14,000
2,335 FEET 3 RUNS OF WOVEN GEO TUBE AT \$62 A LINEAR FOOT WITH SOD =\$144,770
TOTAL FOR LOCATION GC LAKE BANK (#5,#9 & #13) = \$158,770 WITH SOD

Board of Trustees

Meeting Agenda Memo

Date: Friday, October 8, 2021
Title: **Neighborhood Revitalization Program(NRP) Purchase Confirmation 413 Plover Drive**
Section & Item: 11.C
Department: Resident Relations
Fiscal Impact: Purchase Price \$16,030.56
Contact: Richard Armington, Resident Relations Manager, John W Coffey, ICMA-CM, Community Manager
Attachments: scanner@bbrd.org_20211001_123150
Reviewed by
General Counsel: Yes
Approved by: John W. Coffey, ICMA-CM, Community Manager



Requested Action by BOT

Confirmation of 413 Plover Drive purchase per the Policy Manual's "Purchase or Sale of Properties by BBRD Using Neighborhood Revitalization Program (NRP) Funding."

Background and Summary Information

- The Chairman of the NRP BOT Sub-Committee shall be authorized to approve (as recommended by the Community Manager or designee) the expenditures of NRP funds in excess of \$15,000.00 and not to exceed \$25,000.00 by staff toward the acquisition of a property identified by the Sub-Committee in accordance with NRP rules as established by the BOT.
- The purchase of the property shall be ratified by the Board of Trustees at the next scheduled regular meeting of the Board of Trustees.

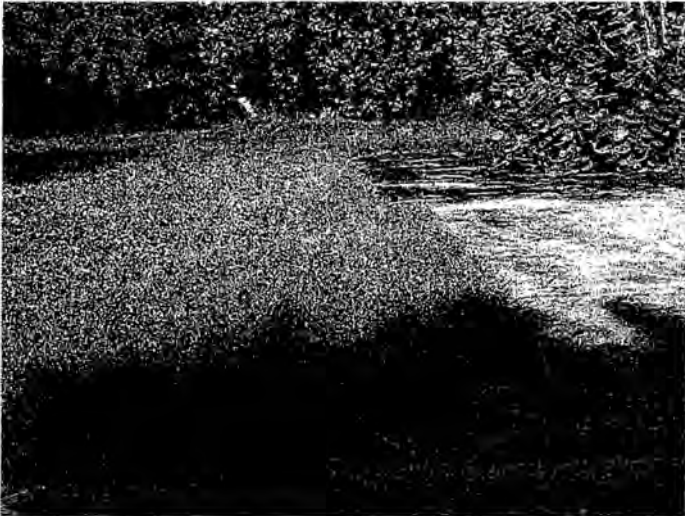
On September 29, 2021, NRP Chairman Maino authorized the purchase of 413 Plover Drive for \$16,030.56. Once a clean title is secured, the property will be listed for sale (of which the proceeds will go back into the NRP project line-item for future use to improve the community via the removal of derelict homes and the sale of the vacant property).

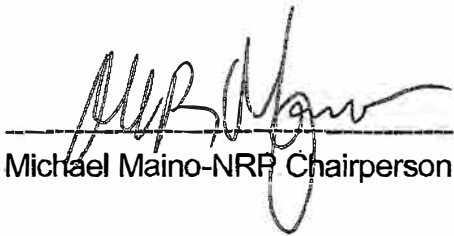
Staff recommends the BOT confirms the purchase of 413 Plover Drive via the Neighborhood Revitalization Program.



BAREFOOT BAY RECREATION DISTRICT

Address: 413 Plover
Sale Price: \$ 16,030.56




Michael Maino-NRP Chairperson

9/29/21

Physical Address
625 Barefoot Boulevard
Barefoot Bay, FL 32976-7305

(772) 664-3141-Phone
(772) 664-7552-Fax
www.bbrd.org

Billing Address
625 Barefoot Boulevard
Barefoot Bay, FL 32976-7305

Tax Deed File Number: 200020
Parcel ID Number: 3004544
Formerly Assessed: SAUTEMES V

CFN 2021254876, OR BK 9274 PAGE 2950,
Recorded 09/29/2021 at 03:37 PM, Rachel M. Sadoff,
Clerk of Courts, Brevard County
Doc D: \$112.00 # Pgs:2

TAX DEED

Brevard County, Florida

For official use only

Tax Certificate Numbered 201514268 issued on May 30, 2015, was filed in the office of the tax collector of Brevard County, Florida. An application has been made for the issuance of a tax deed. The applicant has paid or redeemed all other taxes or tax certificates on the land as required by law. The notice of sale, including the costs and expenses of this sale, has been published as required by law. No person entitled to do so has appeared to redeem the land. On the 24th day of September, 2020, the land was offered for sale from the List of Lands Available. It was sold to BAREFOOT BAY RECREATION DISTRICT address 625 BAREFOOT BLVD BAREFOOT BAY, FL 32976, who was the highest bidder and has paid the sum of the bid as required by law.

The lands described below, including any inherited property, buildings, fixtures, and improvements of any kind and description, situated in this County and State.

30 3810JT 84B 33
Description of lands:
413 PLOVER DR BAREFOOT BAY
BAREFOOT BAY UNIT 2 PART 11 LOT 33
BLK 84B GEO NUMBER 30 3810JT 84B 33

On September 24, 2020, in Brevard County, Florida, for the sum of (\$16,030.56, Sixteen Thousand Thirty dollars and Fifty-Six cents), the amount paid as required by law.

Witnesses: Steven Moran STEVEN MORAN

RACHEL M. SADOFF,
Clerk of Courts,
BREVARD COUNTY, FLORIDA

Brandi Barton

By

Deputy Clerk



Brevard County, Florida

On this 29th day of September, 2021 before me personally appeared CHRISTINE SHARPE, Deputy Clerk of the Circuit Court or County Comptroller in and for the State and this County known to me to be the person described in, and who executed the forgoing instrument, and acknowledged the execution of this instrument to be his own free act and deed for the use and purposes therein mentioned.

Witness my hand and official seal date aforesaid:

M. Carmen Busto

Deputy Clerk, per F.S. 695.03/92.50
Rachel M, Sadoff Clerk
Brevard County, Florida
M. CARMEN BUSTO

