



**BAREFOOT BAY
RECREATION DISTRICT**

Barefoot Bay Recreation District Regular Meeting
April 11, 2024 at 1:00 PM

Agenda

Please turn off all cell phones

1. **Thought of the Day**
2. **Pledge of Allegiance to the Flag**
3. **Roll Call**
4. **Additions or Deletions to the Agenda**
5. **Approval of the Agenda**
6. **Presentations and Proclamations**
7. **Approval of Minutes**
 - A. Regular BOT Minutes March 14, 2024, Budget Workshop Minutes March 19, 2024, Regular BOT Minutes March 26, 2024
8. **Treasurer's Report**
 - A. Treasurer's Report
9. **Audience Participation**
10. **Unfinished Business**
11. **New Business**
 - A. DOR Violations
 - i. **DOR Violation 22-000500 605 Tarpon Drive**
 - B. Request to Amend BOT Meeting Time
 - C. Single Owner on Deed
 - D. Shopping Center Lease Bldg. 2, Suite 2
 - E. Aquasol Commercial Chemical, Inc. D/B/A Poolsure Agreement
12. **Manager's Report**
 - A. April 11, 2024 Manager's Report
13. **Attorney's Report**
14. **Incidental Trustee Remarks**
15. **Adjournment**

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

Barefoot Bay Recreation District Regular Meeting



Barefoot Bay Recreation District

Board of Trustees Meeting

March 14, 2024

1pm –Building D/E

Meeting Called to Order

The Barefoot Bay Recreation District Board of Trustees held a Meeting on March 14, 2024, Building D&E, 1225 Barefoot Boulevard, Barefoot Bay, Florida. Mr. Amoss called the meeting to order at 1PM.

Thought of the Day

" One man can make a difference and every man should try."-Jacqueline Kennedy Onassis

Pledge of Allegiance to the Flag

Led by Mr. Kent Cichon.

Roll Call

Present: Mr. Amoss, Mr. Klosky, Mr. Grunow, Ms. Hansen, and Ms. Van Berschot. Also, present, Kent Cichon, Community Manager, Lynn Tummolo, Food & Beverage Administrative Assistant, Chloe Berryman, General Counsel, Charles Henley, Finance Manager, Matt Goetz, Property Services Manager, Kathy Mendes, Food and Beverage Manager, and Bill Balash, Interim Golf Manager and Jason Pierman from SDS, Sally Biondolillo DOR, Mary Barry DOR Inspector

Additions or Deletions to the Agenda

None

Approval of the Agenda

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

Presentations and Proclamation

Nanette Martinsen, Mary Barry, and Claudia D'Amelio each received 5-year pins and certificate of appreciation for their service with Barefoot Bay.

Founders Day Proclamation was presented to Nancy Eisele by Trustee Bruce Amoss for the 40-year anniversary of Barefoot Bay becoming a District.

Approval of Minutes

The minutes of the Regular BOT Meeting dated February 27, 2024, were approved as written.

Treasurer's Report

The Treasurer's Report for March 14, 2024, was submitted by Mr. Grunow and approved as written.



Barefoot Bay Recreation District

Audience Participation

Nancy Eisele, 944 Barefoot Blvd. - Nancy received the Proclamation on behalf of all the residents of Barefoot Bay. She stated the Proclamation did not belong to her; it belonged to the residents of the Bay, and she was honored to accept the Proclamation.

Nancy spoke about the many people who made Barefoot Bay such a great place and the passing of residents such as Jeanne Osborn, Flo Canham, Joe Generizo, Bob Smith, and others who are no longer with us. Nancy has been a resident of Barefoot Bay since the 70's.

Richard Schwatlow, 636 Marlin Circle - Mr. Schwatlow spoke about the rising cost of insurance in Barefoot Bay, concerns about insurance costing so much and insurance allowance would not be enough to replace an existing home at today's prices. Mr. Schwatlow would like to see possible changes to the Charter to allow site built/concrete/brick homes or modular homes so those homes could be insured for a value to replace them, and insurance would be cheaper than manufactured home insurance.

Robert Cole, 1414 Gardenia Dr. - Mr. Cole spoke about an animal attack that killed their 17-year-old cat. Mr. Cole wanted assurance that such an attack that has brought so much pain to his family would never happen again to his family nor any other family here in Barefoot Bay.

John Regan, 908 Cashew Circle - Mr. Regan first stated he was new here and loved the Bay. He expressed his concern about the cost of water. He stated perhaps a petition of the trustees could put some pressure on Brevard County about these bills. He said he lives in a new home and has no leaks, and his water is from 85 to 100 dollars a month for a single person. Mr. Amoss suggested Mr. Regan attend a Brevard County Commission meeting to express his concerns. The Board asked Mr. Olsen at the last meeting to research this issue with the county and write a letter to Brevard County. Ms. Van Berschot informed the audience that the County Commissioner candidates will be coming to Barefoot Bay in April to meet with residents, and it would be a good time to discuss the issue.

Karen Obrien, 629 Papaya Circle - Ms. Obrien stated her father has a caregiver and needs assistance. She said has been purchasing weekly passes and would like to advocate for a more permanent pass for caregivers.

Jim Spear, 802 Periwinkle Circle - Mr. Spear spoke about the beauty of the bay and he spoke on the cost of homeowners insurance. He asked the Board to consider site-built homes here in the Bay.

David Fifield, 442 Barefoot Blvd. - Mr. Fifield spoke about the property under the Oaks on the Blvd. He stated people park all over the area all the time, which stirs up dust, dirt, etc. He stated the mowers and leaf blowers just constantly blow dirt on his and his neighbors' homes. Mr. Fifield stated perhaps if more grass was put on the walking path this would stop some of the dirt blowing across the street. He also spoke in favor of allowing block homes built.

Unfinished Business

None



Barefoot Bay Recreation District

New Business

DOR Violations

DOR Violation 24-000149 1211 Marigold Drive

Marilyn Munger, 1211 Marigold Dr. - Ms. Munger stated she was the owner of the dog that made the attack on the cat. She stated that the dog was not deemed dangerous/vicious according to who she spoke with at Brevard County. She stated she has received documents from Barefoot Bay and she wanted to know if they are being fined daily for the dog. She stated the dog is sweet and is emotional support for her husband. She stated their privileges have been suspended in the Bay and she does not understand. She stated if they must get rid of the dog that they will have to move for the dog is support. She also stated the dog also has a trainer who would verify the dog was not dangerous. Ms. Munger was advised that the Trustees could only decide the validity of the DOR Violation and vote whether to send the violation to the attorney. She was advised if the violation went to court it would be the Judge who would give final say.

Ms. Van Bershot made a motion to refer case #24-000149 1211 Marigold Drive to General Counsel Olsen for legal action, equitable or other appropriate action with failure to comply. If the BOT brings any such action to enforce DOR, the charge for such action shall be charged to the Respondents account and shall constitute as a lien. Second by Mr Klosky. Mr. Grunow dissents. Motion passed 4-1.

DOR Violation 23-001195 1056 Wren Circle

Ms. Hansen made a motion to refer case #23-001195 1056 Wren Circle to General Counsel Olsen for legal action, equitable or other appropriate action with failure to comply. If the BOT brings any such action to enforce DOR, the charge for such action shall be charged to the Respondents account and shall constitute as a lien. Second by Mr. Klosky. Motion passed unanimously.

DOR Violation 23-001196 1056 Wren Circle

Mr. Grunow made a motion to refer case #23-001196 1056 Wren Circle to General Counsel Olsen for legal action, equitable or other appropriate action with failure to comply. If the BOT brings any such action to enforce DOR, the charge for such action shall be charged to the Respondents account and shall constitute as a lien. Second by Ms. Hansen. Motion passed unanimously.

DOR Violation 23-002633 379 Dolphin Circle

Ms. Van Bershot recused herself for this case.

Ms. Hansen made a motion to refer case #23-002633 379 Dolphin Circle to General Counsel Olsen for legal action, equitable or other appropriate action with failure to comply. If the BOT brings any such action to enforce DOR, the charge for such action shall be charged to the Respondents account and shall constitute as a lien. Second by Mr. Grunow. Motion passed.

DOR Violation 22-003252 410 Plover Drive

Community Manager Kent Cichon advised the Board that the property listed at 410 Plover Drive has been brought into compliance prior to the BOT meeting.



Barefoot Bay Recreation District

Manager's Report

Finance

Assessment received – 81.8% collected or \$3,792,468

Resident Relations

ARCC Meeting 2/13/2024

- 20 Consent Items – all approved
- 10 Other Permits – all approved

The Violations Committee has two (2) vacant Alternate positions, and we are requesting residents that are interested in filling these positions to submit their resumes and letters of interest to the District Clerk.

Food & Beverage

- A full day of St. Paddy's events is planned by Barefoot Bay Food & Beverage and the Irish Club on this Sunday, March 17, 2024. Tickets are on sale for corned beef dinners or sandwiches served during the event and can be purchased at the Lounge, the 19th Hole, or Administration.
- A Country Dance night is planned for Saturday, March 30th in Building A from 7-10pm. Dougie, from Good Times Entertainment, will play all the country hits for line dancing or cheek to cheek. Donna, the country line dance instructor, will be on hand leading the dances. A \$5 ticket gets you in on all the fun and can be purchased at the Lounge, the 19th Hole, and Administration.
- Limited tickets are available for the Edward Twin's on April 4th and can be purchased in Administration. Barefoot Bay's favorite Doo Wop dance night held on April 12th is sold out.

Property Services

- Re-striped the Micco RV Storage Lot
- Re-striped the Shopping Center and painted all curbs and car stops
- Installed new "WET FLOOR" signs at various locations
- Installed shoe scrubbers for the Pickleball Courts
- Re-sealed all roof penetrations on the 19th Hole by re-caulking all the screws
- Repaired a water leak at the Softball Field
- Demolished the old parts storage area at the Brightview workshop
- Took delivery of a new shed and commenced the build of a new office and breakroom for Brightview

Golf-Pro Shop

- The Barefoot Bay Club Championship will be held March 22nd & 23rd. This event is open to all Barefoot Bay Golf Course members with an active GHIN Handicap. Sign-up deadline is Tuesday, March 14th.



Barefoot Bay Recreation District

- The Golf Course is experiencing a busy season averaging approximately 200 players a day. Golfers are encouraged to book their tee time in advance of the day they wish to play. Members may book up to 4 days in advance and Non-Members may book up to 3 days in advance.
- For event details or to book a tee time, call the Pro Shop at 772-664-3174.
- Brightview Maintenance
 - Brightview's continued efforts to troubleshoot our existing irrigation system have made progress. Since the last report, an electrician performed a diagnostic evaluation of the electrical components supporting the system. As a result, a faulty transformer was replaced and antiquated fuses have been replaced with an updated breaker switch system. Additionally, amperage settings were adjusted to match the pump requirements to protect the motors from unnecessary overload, thus prolonging their life. An exhaust fan system has been installed to reduce the moisture build-up in the pump house. The wiring of the pump heaters, to also reduce moisture build-up, has been scheduled.
 - A new pot bunker was installed right of 18 green where the grass plants used to be. Two chipping areas were added around the practice putting green and grass plants were added around the bigger chipping area to give a defining look.
 - The drainage that was installed on Hole 3 has dried the chronic wet areas at the beginning of the fairway.

Mr. Cichon advised that a pre-construction meeting took place this week with the Brevard County staff for the Beach restroom project, and the project is continuing to move forward. The expectation is that the project will be completed by August, 2024.

Attorney's Report

Chloe Berryman was standing in for Garrett Olsen and she read notes from Garrett to the Board. The first was regarding a voluntary dismissal without prejudice for the 526 Persimmon DOR case and Mr. Olsen gave kudos to the DOR staff for their assistance. A resolution has been drafted for the disabled dependent fee waiver and will be on the board's next agenda. A complaint for DOR case 24-00149 pertaining to the dog has been drafted and that will be filed on Monday morning. Mr. Olsen also requested consensus to move the meeting on March 26th from 1pm to 3pm to accommodate his drive from South Florida.

Consensus of the Board is to move the meeting time for the Board of Trustees Meeting on March 26, 2024 from 1pm to 3pm.

Incidental Trustee Remarks

Ms. Van Bershot acknowledged the passing of Jeanne Osborn and what all she did for the Bay. She also stated she felt strongly about people getting involved in our local elections. She informed the audience that the CVO is hosting candidates on April 10th and April 23rd, April 30th and May 15th. Ms. Van Bershot also thanked all those that helped with the successful annual CVO Golf tournament.

Mr. Klosky had nothing to report at this time.



Barefoot Bay Recreation District

Ms. Hansen reminded everyone about the upcoming Budget meeting next Tuesday March 19th at 6pm in Building D/E.

Mr. Grunow also asks for all to come out to the budget meeting. He also stated he would like to see what we could do better about the pier being locked up and possibly add more cameras. Mr. Cichon suggested the Board consider this item at the upcoming March 19th budget workshop.

Chairman Bruce Amoss explained and read some rules of trustees. He stated the board only evaluates what the DOR reports and votes to see if such violations need to be sent to the attorney for further action. He thanked everyone for their participation and stated next BOT meeting would be March 26th and next Townhall meeting would be April 25th at 7 pm in Building D/E.

Adjournment

The next regular meeting will be Tuesday, March 26, 2024, at 1pm in Building D/E.

Mr. Amoss adjourned.

Meeting adjourned at 2:20 pm.

Elaine Van Berschot, Secretary

Cynthia Mihalick, Interim District Clerk



Barefoot Bay Recreation District

Board of Trustees Workshop

FY25-29 Proposed Budget

March 19, 2024

6pm –Building D/E

Meeting Called to Order

The Barefoot Bay Recreation District Board of Trustees held a Workshop on March 19, 2024, Building D&E, 1225 Barefoot Boulevard, Barefoot Bay, Florida. Chairman Amoss called the meeting to order at 6PM.

Thought of the Day

“A year from now, you will wish you had started today”- Karen Lamb

Pledge of Allegiance to the Flag

Led by Chairman Bruce Amoss.

Roll Call

Present: Mr. Amoss, Mr. Klosky, Mr. Grunow, Ms. Hansen, and Ms. Van Berschot. Also, present, Kent Cichon, Community Manager, Lynn Tummolo, Food & Beverage Administrative Assistant, Charles Henley, Finance Manager, Matt Goetz, Property Services Manager, Kathy Mendes, Food and Beverage Manager, and Bill Balash, Interim Golf Manager.

Audience Participation

NOTE: Due to presentation of the Budget Trustee Grunow suggested the audience participation be moved to the end of the meeting so those attending could see the presentation before asking any questions. The Trustees agreed to do so by consensus.

Review of FY25-29 Proposed Budget

The entire Budget was reviewed for all to see, and Community Manager Kent Cichon explained the budget along with the pictured drafts. The Five-Year Capital Improvement and Project Plan for FY 25-29 was presented.

On the second slide of the proposed budget presentation was a FY25-29 Budget Calendar which showed a BOT budget workshop on Wednesday, April 3rd. Chairman Amoss stated he believed that was wrong he believed it to be Tuesday, April 2nd. Chairman Amos stated the BOT never meets on a Wednesday, but Mr. Cichon stated workshops were not always on a Tuesday and Thursday like the BOT meetings. Chairman Amoss stated he could not make Wednesday and Trustee Hansen also said she could not. Chairman Amoss was going to check the dates the BOT voted on for the workshops and get back to Mr. Cichon.

Trustee Hansen asked about the R&M Capital Projects reserve Fund (BOT funding for priority projects or operating expenses not currently budgeted) \$190,000. She asked if they had to use \$30,000 what would happen to the remaining \$160,000. Mr. Cichon stated the money would remain in the Fund Account and



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if not used would roll over into fund balance. Another account line called Contingency, is used for unanticipated projects not budgeted and for budgeted projects with costs higher than budgeted.

Trustee Klosky asked about the camera system and if the system would include the pier. Mr. Cichon stated they could sit down and talk about that.

Trustee Amoss questioned Mr. Cichon on what he meant by using ground water for the course and wanted to know if ground water had anything to do with Brevard County Utilities and Mr. Cichon stated that groundwater was subsurface water and pond water was above surface water, and neither have anything to do with the utility company.

Chairman Amoss also commented on the suggested project of a bar built out by the bandshell and stated people park their golf carts all up by the tables in that area and he was afraid if a bar (shed type) was built there it would eliminate space for golf cart parking.

Mr. Cichon went over the changes to the proposed fees and charges in FY25. Future fee increases will be incremental.

Mr. Cichon stated to the audience that on Wednesday March 20th the proposed budget and PowerPoint presentation and fees and charges spreadsheet will be posted on the website and a hard copy of the FY25 Proposed Budget document could be viewed or obtained at the Administration building, 1 copy per household at no charge.

Audience Participation:

Mr. Richard Schwatlow, 636 Marlin Circle - Mr. Schwatlow suggested that staff research the camera system to make sure it works properly and covers all the areas. He also presented the idea of extending the walking trail into a figure 8, which will not interfere with the water, roads, or homes. He also asked about donating an octagon seating area on the southwest end of the walking path trail near Building A so people could sit and converse with one another. He stated people could donate for pavers with their name added, similar to the Veteran area.

Kathy Parent, 922 Evergreen Street - Ms. Parent asked the Board if any consideration had been given to her previous request of single homeownership, where the owner would get a second badge that just says guest, so that if they had a visitor that person could use the second badge without paying for an additional pass. She stated on her street there are 9 single homeowners who pay their taxes and assessment but have only one person living in the home, not 2 as most have. She also stated the children who are 12 and up pay a higher fee and she stated children 12 are certainly not adults. Chairman Amos explained that children 11 and under must be accompanied by an adult and children 12 and up can go to the pool by themselves and that was the difference. Mr. Amoss suggested a workshop for all changes that are needed, including the second badge for single homeownership.

Laura Kies, 368 Egret – She informed the Board that the background on the PowerPoint was difficult to read from the audience seating. She also asked about the basketball court fence repair. Matt Goetz advised her a contract was already signed and we are just waiting for the contractor to start the project.



Barefoot Bay Recreation District

Adjournment

The next BOT Budget Workshop meeting will be Tuesday, April 2, 2024, at 9am in Building D/E.

Mr. Amoss adjourned.

Meeting adjourned at 8:15 pm.

Elaine Van Berschot, Secretary

Cynthia Mihalick, Interim District Clerk



Barefoot Bay Recreation District

Board of Trustees Meeting

March 26, 2024

3pm –Building D/E

Meeting Called to Order

The Barefoot Bay Recreation District Board of Trustees held a Meeting on March 26, 2024, Building D&E, 1225 Barefoot Boulevard, Barefoot Bay, Florida. Mr. Amoss called the meeting to order at 3PM.

Thought of the Day

“Never repeat a rumor before you have verified it. And if it is true, hold your tongue all the more.” - Selma Lagerlöf

Pledge of Allegiance to the Flag

Led by Mr. Klosky.

Roll Call

Present: Mr. Amoss, Mr. Klosky, Mr. Grunow, Ms. Hansen, and Ms. Van Berschot. Also, present, Kent Cichon, Community Manager, Cindy Mihalick, Interim District Clerk, Garrett Olsen, General Counsel, Charles Henley, Finance Manager, Matt Goetz, Property Services Manager, and Bill Balash, Interim Golf Manager.

Additions or Deletions to the Agenda

Mr. Cichon asked for a change in agenda order, placing Item 11.A Audit Presentation in third place and move up 11.B Violations Committee Appointment, followed by Miniature Golf Turf Presentation. The Violations Committee appointment staff recommendation has been updated.

Approval of the Agenda

Mr. Klosky made a motion to approve the agenda with the requested change in order. Second by Mr. Grunow. Motion passed unanimously.

Presentations and Proclamation

None.

Treasurer's Report

The Treasurer's Report for March 26, 2024, was submitted by Mr. Grunow and approved as written.

Audience Participation

Richard Schwatlow, 636 Marlin Circle – Spoke about the high insurance costs for mobile homes that will not replace homes. Mr. Schwatlow stated that residents are confused by the information being printed in the Tattler and other sources and asked if the Board could put together a detailed article for the Tattler or hold a meeting about what type of replacement home is allowed in the charter. He thought the charter could be tweaked to include other types of replacement homes. Mr. Amoss suggested



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referring to the ARCC and DOR for further information. Mr. Grunow stated that any changes to the charter would need to go to the legislature in Tallahassee and before the governor.

Unfinished Business

Resolution 2024-04 Disability Fee Waiver Application Policy

Resolution 2024-04 read by Mr. Olsen:

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE BAREFOOT BAY RECREATION DISTRICT AMENDING THE POLICY MANUAL TO PROVIDE FOR A DEFINITION OF THE TERM "DISABLED DEPENDENT"; PROVIDING FOR A FEE WAIVER POLICY FOR A DISABLED DEPENDENT; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

Ms. Van Berschot made a motion to approve Resolution 2024-04 as read. Second by Mr. Grunow. Motion passed. Fee waiver application to be created by staff and brought to the Board for approval.

New Business

Violations Committee Appointment

Ms. Hansen made a motion to move Mark Thomasson from alternate position to voting position and appoint Marilyn Soulis to the unexpired alternate position (term expires 9/30/2024). Second by Ms. Van Berschot. Motion passed.

BBRD Miniature Golf Course Turf Installation

The Barefoot Bay Golf Cart Club has raised \$25,000 in donations for funding the installation of artificial turf on the BBRD Miniature Golf Course and plaques and signs with the names of various donors to be installed at the BBRD Miniature Golf Course. The plaques and signs, and the balance of the remaining funds in the amount of \$17,600, are to be donated to BBRD by the Barefoot Bay Golf Cart Club, however only if the following provisions are agreed upon: 1. The \$17,600 may only be utilized to contract with the vendor designated by the Barefoot Bay Golf Cart Club to install (2 year installation warranty) the artificial turf. 2. The artificial turf (8 year "warranty") to be installed must be supplied by the aforementioned vendor. 3. The plaques and signs are to be installed by a vendor chosen by the Barefoot Bay Golf Cart Club in consultation with Property Services Department. The Property Services Department will provide oversight of the installation. 4. Plantings/landscaping of the Miniature Golf Course facility by a vendor chosen and paid by the Barefoot Bay Golf Cart Club. The vendor will be chosen in consultation with Property Services Department and the Department will provide oversight of the installation by the vendor.

Debbi Allen of the Barefoot Bay Golf Cart Club answered questions from the Board. Ms. Van Berschot stated that she is 100 percent behind accepting the donation. Mr. Grunow felt Turf Doctor is a solid company with a good bid. Debbie Allen believes Turf Doctor will honor the current bid. The project will be done in stages: installation, signs and plaques for the donations, and landscaping, which will happen with Property Services' involvement. This will be an enhancement of an existing project. Ms. Hansen felt the club had done a remarkable job fundraising and felt we should move forward. The installation will take four to seven days to be completed.



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Mr. Amoss expressed his concern that the Board will need to override the District Policy Manual in five sections and not follow current procedure. Mr. Amoss read excerpts from Section 3.5 Guidelines for Gift or Memorials for the Barefoot Bay Recreation District from the Policy Manual. Mr. Grunow suggested waiving the policy.

Mr. Klosky cited an example where a resident wanted to do work at the beach and was denied. He requested a legal opinion for the mini golf turf project. Mr. Olsen confirmed that the Board can waive the policy if they choose. He stated that there would not be a precedent set by waiving the policy. He also opined that there should not be any use restrictions since it is a public course. All hole sponsors are residents of Barefoot Bay.

Ms. Hansen made a motion to accept the memorial gift request form submitted by the Barefoot Bay Golf Cart Club with waiving the provisions of the Policy Manual for the one-time gift and allowing them to work with Property Services to manage and get the project done. Second by Ms. Van Berschot. Motion passed.

FY23 Audit Presentation

The annual audit report was prepared by independent auditors and was passed out to the Board. Staff recommends the BOT approves the FY23 audit report. A representative, Allen Rickelford, from MSL, P.A., advised the Board about the audit findings. The auditors found financial reports free of material misstatement and there were no significant audit findings.

Ms. Hansen made a motion to approve the presented FY23 Audit Report as read. Second by Mr Klosky. Motion passed.

Manager's Report

Finance

Assessment received – 81.8% collected or \$3,792,468

Resident Relations

ARCC Meeting 3/12/2024

- 2 Old Business Items – all approved
- 14 Consent Permits – all approved
- 9 Other Permits – all approved

VC Meeting 3/8/2024

- 1 Case – came into compliance
- 4 Cases – DOR is working with the homeowners
- 7 Cases – found to be in violation

The Violations Committee has one (1) vacant Alternate position, and we are requesting residents that are interested in filling this position to submit their resumes and letters of interest to the District Clerk.



Barefoot Bay Recreation District

Food & Beverage

- A Country Dance night is planned for Saturday, March 30th in Building A from 7-10pm. Dougie, from Good Times Entertainment, will play all the country hits for line dancing or cheek to cheek. Donna, the country line dance instructor, will be on hand leading the dances. A \$5 ticket gets you in on all the fun and can be purchased at the Lounge, the 19th Hole, and Administration.
- Limited tickets are available for the Edward Twin's on April 4th and can be purchased in Administration. Barefoot Bay's favorite Doo Wop dance night held on April 12th is sold out.

Food & Beverage (continued)

- A Mother's Day brunch is planned for Sunday May 12th from 10am-1pm. Royal Ink, a female duo performing popular songs with a reggae beat will be on the lakeside stage. A variety of breakfast and lunch food items will be served along with action stations such as made to order omelets and carved ham and beef. Tickets will go on sale Monday, April 1st in the Lounge, the 19th Hole and Administration.

Property Services

- Lowered the calcium level in Pool #2 by partially draining and refilling the pool to balance the chemicals
- Removed limbs cut down by FPL and left in the stormwater canal to be removed by residents
- Completed the final steps of the Administration Building's reflooring
- Repaired a meter leak near the Brightview worksite
- Installed an exhaust fan per plans in the Golf Course pump house

Golf-Pro Shop

- The FREE golf clinics are back by popular demand. The clinics are conducted by BBRD's very own golf professional Bill Balish, and they will be resuming next month. Contact the Pro Shop at 772-664-3174 for topic information, schedule, and sign-up.
- The Golf Course will close at 2pm on Easter Sunday. The last club cart allowed out is 10:00 am.
- Brightview Maintenance
 - With the warmer weather, Brightview has taken a different approach to watering greens. Water heavy with the irrigation system one night and then just hand water the dry spots the next 2 days. This method will help promote root growth by having them "dive" down into the soil looking for water rather than keeping the upper part of the turf wet.
 - Spot spraying of goose grass continues in roughs.

Approaching the 1st anniversary of Brightview's relationship with BBRD, as well as the ½ year anniversary of new leadership at the golf course, the following is a before and after picture of Hole 13 green.



Barefoot Bay Recreation District





Barefoot Bay Recreation District

Attorney's Report

Mr. Olsen thanked the trustees for accommodating his travel for the last meeting. Staff is working on the next round of DOR cases that came before the Board.

Incidental Trustee Remarks

Mr. Klosky said he was concerned about waiving the policy for the mini golf project but hopes everyone will enjoy it when it's done. He also felt the Finance Department is doing a fantastic job and wishes everyone a very Happy and Healthy Easter.

Ms. Hansen added her congrats to Charles and his team. She informed the audience that there is an Easter egg hunt being held on Sunday Under the Oaks, but you must bring your own basket. Friday night there is a Bye Bye Birdie dance being held in Building A, which will be the final fundraiser for the golf cart club mini golf revitalization.

Mr. Grunow also gave kudos for Charles, Kent and the team. He told the Board that Finance is doing a great job documenting everything correctly. He also stated that a lot of clubs have been taking ownership in the past week with the Golf Cart Club, Family Swim, and Young Christian Group. He wished everyone a Happy Easter.

Ms. Van Berschot felt the recent community involvement is great and encourages residents to come forward with any additional ideas. She also inquired if there was any further information about the Beach Restroom project. Mr. Cichon said that it is in the general contractor's hands to obtain the permits. He will keep us informed of progress so that we can have a celebratory groundbreaking with the trustees. Ms. Van Berschot wished a Happy Easter to those that celebrate.

Mr. Amoss stated that he felt it was his duty to read the Policy Manual excerpt to get it into the record about the donation so that the board members were aware. He also thanked everyone who attended today and also thanked Brightview Golf Maintenance for getting the golf course in great shape in a relatively short time. He also thanked everyone who served on the RFP Committee for choosing Brightview instead of taking the least expensive way. The results are outstanding. The next budget workshop is Tuesday, April 2, 2024 at 9am; the next regular BOT meeting is Thursday, April 11, 2024 at 1pm, and the next Townhall meeting is Thursday, April 25, 2024 at 7pm.

Adjournment

The next regular meeting will be Thursday, April 11, 2024, at 1pm in Building D/E.

Mr. Amoss adjourned.

Meeting adjourned at 4:01 pm.

Elaine Van Berschot, Secretary

Cynthia Mihalick, Interim District Clerk

Barefoot Bay Recreation District

Treasurer's Report

April 11, 2024

Cash and Investments Balances in General Fund as of 3/28/24

Petty Cash	\$ 800.00
Cash Drawers	4,800.00
Trade Deposits	31,000.00
Total Cash on Hand:	\$ 36,600.00

Non Interest Bearing Accounts

MB&T Operating Account	\$ 26,689.08
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Interest Bearing Accounts

MB&T Money Market Account	683,706.96
Valley National Bank	2,836,236.77
FL Class	215,341.33
SBA Reserve Account	757,927.49

Investment Accounts (At Market Value)

FL Trust - Short Term Bond Fund	113,942.77
---------------------------------	------------

Total Cash Balances in General Fund:	\$ 4,670,444.40
---------------------------------------------	------------------------

Total Daily Deposits and Assessments Received for 3/19/24 - 3/28/24

Daily Deposits:	\$ 84,588.67
Interest Deposits:	-
Assessments Received:	-
Total Deposits Received:	\$ 84,588.67

Expenditures for 3/19/24 - 3/28/24

Check Number	Vendor	Description	Check Amount
1465	BrightView Golf Maintenance, Inc	Golf Course Maintenance	\$ 44,915.67
1471	Florida Blue	Employee Health Insurance	36,793.56
1472	Florida Distributing Company, LLC	Alcohol	5,344.66
1478	Home Depot Credit Services	Building and Grounds Supplies	6,126.14
1485	Special District Services, Inc	Management Fees	14,641.13
1489	US Foods	Foodstuff and Supplies	12,845.66
1498	Florida Power & Light Co	Electricity	9,089.63
Total Expenditures \$5,000 and above:			129,756.45
Expenditures under \$5,000:			24,310.20
Total Expenditures:			\$ 154,066.65

Board of Trustees

Meeting Agenda Memo

Date: Thursday, April 11, 2024
Title: **DOR Violation 22-000500 605 Tarpon Drive**
Section & Item: 11.A.i
Department: Resident Relations, DOR
Fiscal Impact: N/A
Contact: Sally-Ann Biondolillo, DOR/ARCC Coordinator Resident Relations,
Kent Cichon, Community Manager
Attachments: 22-000500 BOT Statement of Violation
Reviewed by General Counsel:
Counsel: No
Approved by: Kent Cichon, Community Manager



Requested Action by BOT

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

Background and Summary Information

Article III, Section 11 and Section 2 (D) Exterior Maintenance

This case was opened on February 16, 2022. 16 inspections have been performed on this property; 16 photos have been taken. Staff has executed an Affidavit of Notice and Statement of Violation with photos. This property was found in violation by the Violations Committee on August 25, 2023. This property is under Social Membership suspension. The Respondent has been notified by First Class Mail, Certified Mail and the property posted.

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

BAREFOOT BAY RECREATION DISTRICT

Petitioner

Vs

Case no. 22-000500

#2636/ 22-000500

LOOP, DENNIS

PO BOX 915

COLOMA, MI 49038

Respondent(s),

STATEMENT OF VIOLATION

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

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

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

(11) The exterior of each home, including, but not limited to, windows, screens, roofs, gutters, and siding shall be maintained in good condition at all times and/or in substantially the same condition as when each item was newly installed without gaps or openings. Only materials as approved by ARCC shall be used.

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

LOCATION/ADDRESS WHERE VIOLATION EXISTS

Block # 14 Lot # 3

605 TARPON DRIVE

BAREFOOT BAY, FL 32976

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

DATE OF VIOLATION FIRST OBSERVED: Feb 16, 2022

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

February 16, 2022 via First Class

via Certified return receipt requested.

via Posted Notice.

DATE ON/BY WHICH VIOLATION TO BE CORRECTED:

Deed of Restrictions Staff

March 28, 2024



Skirting / vent cover needs to be replaced / repaired.
03/28/2024



Skirting / vent cover needs to be replaced / repaired.
03/28/2024



Skirting / vent cover needs to be replaced / repaired.
03/28/2024

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

Notice is hereby given that a **Hearing** will be conducted before the Barefoot Bay Board of Trustees at **01:00 PM** on **April 11, 2024** at **1225 Barefoot Boulevard, Building D&E, Barefoot Bay, Florida.**

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

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

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

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

March 28, 2024

Deed of Restrictions STAFF

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

BAREFOOT BAY RECREATION DISTRICT

Petitioner

Vs

Case no. 22-000500

#2636 / 22-000500

LOOP, DENNIS,

PO BOX 915

COLOMA, MI 49038

Respondent(s),

RE: 605 TARPON DRIVE

Barefoot Bay, FL 32976

AFFIDAVIT OF NOTICES

STATE OF FLORIDA

COUNTY OF BREVARD

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

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

FURTHER AFFIANT SAYETH NOT.

Dated this _____ day of _____ 20____.



James Trevelino, DOR Inspector

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

Notary Public
State of Florida at Large

Board of Trustees

Date: Thursday, April 11, 2024
Title: **Request to Amend BOT Meeting Time**
Section & Item: 11.B
Department: General Counsel
Fiscal Impact: N/A
Contact: Kent Cichon, Community Manager
Attachments:
Reviewed by General Counsel: Yes
Approved by: Kent Cichon, Community Manager



Requested Action by BOT

Approve amending the start time for several Board of Trustees meeting dates to accommodate the travel of the General Counsel.

Background and Summary Information

The General Counsel requests the Board amend the start time for the following meeting dates from 1:00 p.m. to 3:00 p.m.:

April 23, 2024
May 28, 2024
June 25, 2024
August 27, 2024
September 24, 2024

Staff recommends that the Board of Trustees approve amending the start time for the above-referenced meeting dates from 1:00 p.m. to 3:00 p.m.

Board of Trustees

Date:

Title:

Section & Item:

Department:

Fiscal Impact:

Contact:

Attachments:

Reviewed by General Counsel:

Approved by:

Meeting Agenda Memo

Thursday, April 11, 2024

Single Owner on Deed

11.C

Community Manager

To be Determined.

Kent Cichon, Community Manager



Requested Action by BOT

Discussion of single owners on deed.

Background and Summary Information

During the Tuesday, April 2, 2024 FY25-29 Proposed Budget Workshop, the Board requested that the topic of a single owner on deed be added to an upcoming regular Board of Trustees meeting for discussion.

Staff requests further direction.

Board of Trustees

Date:

Title:

Section & Item:

Department:

Fiscal Impact:

Contact:

Attachments:

Reviewed by General Counsel:

Approved by:

Meeting Agenda Memo

Thursday, April 11, 2024

Shopping Center Lease Bldg. 2, Suite 2

11.D

Community Manager

N/A

Kent Cichon, Community Manager

Paradise Planners

N/A

Kent Cichon, Community Manager



Requested Action by BOT

Discussion of lease for Shopping Center Bldg. 2, Suite 2.

Background and Summary Information

During the Tuesday, April 2, 2024 FY25-29 Proposed Budget Workshop, the Board requested that the topic of the lease agreement for the approximately 457 square feet of Building 2, Part of Suite 2, commonly referred to as "The Vault" at 935 Barefoot Boulevard in the shopping center be added to an upcoming regular Board of Trustees meeting for discussion.

Staff requests further direction.

LEASE AGREEMENT

THIS LEASE AGREEMENT is made and entered into this 16TH day of JUNE, 2021, by and between BAREFOOT BAY RECREATION DISTRICT, a mobile home park recreation district organized and existing under the provisions of Section 418.30, et seq., Florida Statutes, and Brevard County Ordinance No. 84-05, (hereinafter referred to as "Lessor") and PARADISE PLANNERS OF BAREFOOT BAY, a non-entity Barefoot Bay Recreation District club (hereinafter referred to as "Lessee"). The Lessor and Lessee are sometimes herein collectively referred to as the "Parties".

WITNESSETH:

In consideration of the mutual covenants and agreements herein set forth, The Lessor and the Lessee agree and covenant that the Lessor shall demise and lease unto Lessee that certain premises located in Brevard County, Florida, to wit:

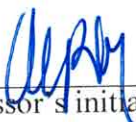
Approximately 457 Square Feet of
Building 2, Part of Suite 2
Commonly referred to as "The Vault"
935 Barefoot Blvd.
Barefoot Bay, FL 32976

1. **Term.** The term of this Lease shall be for a period of five (5) years commencing on July 1, 2021 and ending on June 30, 2026.

The Lessee shall be empowered and authorized to terminate this Lease at any time, with sixty (60) days advance written notice, without any further duties and obligations to the Lessor if the Lessee, in its sole discretion, determines that it no longer needs to use the Leased Premises for any reason. The Lessor shall be empowered and authorized to terminate this Lease at any time, with sixty (60) days advance written notice, for any reason whatsoever, without any further duties and obligations to the Lessee.

2. **Rent.** The total rent payable by the Lessee to the Lessor during the initial term and any renewal term of this Lease shall be One and 00/100 Dollars (\$1.00).

3. **Alterations and Additions.** Lessee shall not make or allow to be made any alterations or physical additions or improvements in or to the Leased Premises without first obtaining the written consent of Lessor. Any alterations, physical additions or improvements to the Leased Premises made by Lessee shall at once become the property of lessor and shall be surrendered to Lessor upon the expiration or earlier termination of this Lease; provided, however, this clause shall not apply to movable equipment or furniture owned by Lessee which may be removed by Lessee at the expiration (or earlier termination) of this lease. If required by Lessor, such alterations, additions or improvements shall be removed by Lessee upon the expiration or sooner termination of the term of this Lease and Lessee shall repair damage to the premises caused by such removal,



Lessor's initial

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Lessee Initial

all at Lessee's cost and expense. Lessee shall submit to Lessor plans and specifications for all alterations and additions at the time Lessor's consent is sought.

4. Maintenance and Repair. The Lessor shall, at its sole expense, repair and maintain in good condition the roof, roof drains, sewers, outside walls, foundations, structural portions, plumbing, heating and air conditioning of the Leased Premises. After initial move in, the Lessee shall be responsible for all other repairs and maintenance necessary, including, but not limited to, work on the storefront, show windows, windows, window glass, interior decoration and painting, and electrical facilities. The Lessee shall do all things necessary to keep the Leased Premises (except the roof, roof drains, sewers, outside walls, foundations, structural portions, plumbing, heating, and air conditioning, which shall be maintained by the Lessor), excluding the sidewalks and area adjacent to the Leased Premises, in a clean, neat and sanitary manner and in compliance with all laws, ordinances, rules and regulations of any public authority and in compliance with such reasonable rules and regulations that may be adopted from time to time by the Lessor that are applicable to all tenants in the Shopping Center of which the Leased Premises is a part. The Lessee shall also be solely responsible for all repairs required as a result of the negligent or intentional acts or omissions of the Lessee.

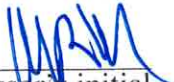
5. Services.

(a) The Lessor shall pay, during the term of the Lease, all charges for all electrical, water, sewer, solid waste collection, and telephone service to the Leased Premises.

(b) The Lessor shall provide for maintenance and repair of parking and common areas of the Leased Premises and the shopping center in which the Leased Premises are situated. Except as specifically provided in this Lease, the Lessor shall not be obligated to provide any services to the Lessee. In addition, the Lessor does not warrant that any such services provided to the Lessee will be free from interruption due to causes beyond the Lessor's control. In the event of an interruption of such services or delay in the restoration of such services, the same shall not be deemed an eviction or disturbance of the Lessee's use and possession of the Leased Premises or render the Lessor liable to the Lessee for damages of any kind or nature, nor shall the same relieve the Lessee from performance of the Lessee's obligations under this Lease.

(c) The Lessee shall not be responsible for paying the Lessor a proportionate share of the cost of repair and maintenance expenses of the parking and common areas of the Shopping Center.

6. Parking. No part of any parking area adjoining the Leased Premises is leased hereunder. The Lessor agrees that parking areas shall be available to, and may be used by, the Lessee, employees and agents of the Lessee, and members of the public who are coming to the Leased Premises, as well as customers of other tenants of other portions of the building of which the Leased Premises form a part, and subtenants and concessionaires thereof. The Lessor shall have the right, at any time, and from time to time, to establish reasonable rules and regulations for the


Lessor's initial

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Lessee Initial

operation of the parking area.

7. Use.

(a) The Leased Premises shall be used and occupied by the Lessee as storage for Paradise Planners of Barefoot Bay. No occupation or business operations may otherwise be conducted from the Leased Premises.

(b) Suitability. The Lessee acknowledges that neither the Lessor nor any agent of the Lessor has made any representation or warranty with respect to the Leased Premises or with respect to the suitability of the Leased Premises for the conduct of the Lessee's business nor, after Lessee's initial move in, has the Lessor agreed to undertake any modification, alteration or improvement to the Leased Premises. The taking of possession of the Leased Premises by the Lessee shall conclusively establish that the Leased Premises were at such time in satisfactory condition.

(c) Lessee's Acceptance. The Lessee accepts the Leased Premises in the "move in" condition they are in on the date this Lease commences. The Lessee hereby acknowledges that it has received the Leased Premises in a thoroughly good and tenantable order, safe condition and repair of which the execution of this Lease, and Lessee's taking of possession hereunder shall be conclusive evidence.

(d) Zoning and Occupational License. Lessee shall be solely responsible to determine that the purpose for which he/she/it intends to use the Leased Premises is allowed under the current zoning and occupational license rules and regulations. Lessor makes no representations as to the permissible uses under the applicable zoning and occupational license rules and regulations.

(e) Uses Prohibited: Lessee hereby agrees that:

- (i) Lessee shall not do or permit anything to be done in or about the Leased Premises nor bring to keep anything therein which will in any way increase the existing rate or affect any fire or other insurance upon the Leased Premises or the real property of which the premises are a part or of any of its contents (unless Lessee shall pay any increased premium as a result of such use or acts), or cause a cancellation of any insurance policy covering said premises or real property or any part thereof or any of its contents, nor shall Lessee sell or permit to be sold in or about said premises any articles which may be prohibited by a standard form policy of fire insurance.
- (ii) Lessee shall not do or permit anything to be done in or about the Leased Premises which will in any way obstruct or interfere with the rights of other tenants or occupants of adjacent property or injure or annoy them or use or allow the Leased Premises to be used for any unlawful or


Lessor's Initial

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Lessee Initial

objectionable purpose, nor shall Lessee cause, maintain or permit any nuisance in, on or about the Leased Premises. Lessee shall not commit or suffer to be committed any waste in or upon the Leased Premises.


- (iii) Lessee shall not use the Leased Premises to permit anything to be done in or about the Leased Premises which will in any way conflict with any law, statute, ordinance or governmental rule or regulation or requirement of duly constituted public authorities now in force or which may hereafter be enacted or promulgated.
- (iv) Lessee shall not leave the Leased Premises unoccupied or vacant for an extended period of days.

8. **Assignment.** Lessee covenants and agrees not to assign, transfer, mortgage, pledge or hypothecate the leasehold or to sublet the Leased Premises or any part thereof without the prior written consent of Lessor, which consent may be withheld in Lessor's sole discretion. The Lessee may not sublet or allow any "for profit" use of the building.

9. **Indemnification.** Except as limited by law, Lessee shall indemnify, defend and save harmless said Lessor from and against any and all claims, suits, actions, damages or causes of action arising during the term of this Lease for any personal injury, loss of life, or damage to property sustained in or about the Leased Premises by reason or as a result of negligence of the Lessee or his employees. The provisions of this Paragraph are not intended to, nor shall they operate to affect the rights, privileges and immunities of the Lessee as set forth in Section 768.28, Florida Statutes. The Lessor shall immediately notify the Lessee of any incident, claim or lawsuit of which the Lessor becomes aware stemming from the operation of the Leased Premises by the Lessee. The Lessor shall fully cooperate in the defense of such claims, but the Lessee shall retain sole control of the claims while the action or suit is pending, including selection of defense counsel.

10. **Subordination.** It is agreed by Lessee that this Lease shall be subject and subordinate to any mortgage, deed of trust, or other liens now on the premises or which may hereafter be made on account of any proposed loan to be placed on said premises by Lessor to the full extent of all debts and charges secured thereby; and to any renewals, extensions and modifications of all or any part thereof which Lessor may hereafter, at any time, elect to place on said premises, and Lessee agrees upon request to hereafter execute any paper or papers which counsel for Lessor may deem necessary to accomplish that end. That in default of Lessee's doing so, Lessor is hereby empowered to execute such paper or papers, in the name of Lessee, as the act and deed of said Lessee, and this authority is declared to be coupled with an interest and not revocable.

11. **Liens.** Lessee shall keep the Leased Premises, and the property in which the Leased Premises are located, free from any liens arising out of any work performed, materials furnished or any obligations incurred by Lessee, it being expressly acknowledged that the leasehold interest


Lessor's initial

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Lessee Initial

hereby leased shall not be subject to any such liens.

12. Entry by Lessor. Lessor reserves and shall at any and all times have the right to enter the leased premises, upon demand or with the Lessee's consent, to inspect the same, to submit said premises to prospective purchasers or Lessees, to post notices of non-responsibility and "For Lease" signs and to alter, improve or repair the Leased Premises and any portion of the building without abatement of rent and may for that purpose erect scaffolding and other necessary structures where reasonably required by the character of work to be performed, always providing that the business of Lessee shall not be interfered with unreasonably. The Lessee hereby waives any claim for damages for any injury or inconvenience to or interference with Lessee's business, any loss of occupancy or quiet enjoyment of the Leased Premises.

13. Casualty Damage. In the event the Leased Premises are destroyed or so damaged by fire or other casualty during the term of this Lease so that they become untenable, the Lessor shall have the right to render said premises tenantable by making the necessary repairs within ninety (90) days after the date of written notification by Lessee to Lessor of the destruction or damage. If the Leased Premises are not rendered tenantable within said time, either party shall have the option to cancel this Lease.

14. Condemnation:

(a) If the whole of the Leased Premises, or such portion thereof as will make the Leased Premises unsuitable for the purpose herein leased, is condemned for any public use or purpose by any legally constituted authority, then in either of such events, the Lease shall terminate as of the date when possession is taken by such public authority.

(b) If any part of the Leased Premises shall be condemned and taken without causing a termination pursuant to Subparagraph 16(a), the Lessor, at its option, shall have the right to either terminate the Lease upon written notice within sixty (60) days after the governmental taking, or to continue the term of this Lease, and the Lessor shall, at its own cost and expense, restore the remaining portion of the Leased Premises to the extent necessary to render it reasonably suitable for the purposes for which it was leased, and make all repairs to the building in which the Leased Premises are relocated to the extent necessary to constitute the building a complete architectural unit.

(c) All compensation awarded or paid upon such a total or partial taking of the Leased Premises shall belong to and be the property of the Lessor without any participation by the Lessee, and the Lessee hereby assigns to the Lessor any award made to the Lessee. Nothing contained herein shall be construed to preclude the Lessee from prosecuting any claim directly against the condemning authority in such condemnation proceedings for loss of business, or depreciation to, damage to, or costs of removal of, or for the value of, stock, trade, fixtures, furniture, and other personal property belonging to the Lessee; provided that no such claim shall diminish or otherwise adversely affect the Lessor's award.


Lessor's Initial

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Lessee Initial

15. Default. Each of the following events shall be a default hereunder by Lessee and a breach of this Lease:

(a) If Lessee shall fail to perform or breach any of the conditions on Lessee's part to be performed and if such nonperformance or breach shall continue for a period of fifteen (15) days after notice thereof by Lessor to Lessee, or if such performance cannot be reasonably had within such fifteen (15) day period and Lessee shall not in good faith have commenced such performance within such fifteen (15) day period and shall not diligently proceed therewith to completion;

(b) If Lessee shall vacate or abandon the Leased Premises for a period of thirty (30) days or more;

(c) If this Lease or the interest of Lessee hereunder shall be transferred or assigned in a manner other than herein permitted in this Lease.

16. Lessor's Default Options. In the event of the occurrence of any default specified hereunder, Lessor may, at any time thereafter, without limiting Lessor in the exercise of any right or remedy at law or in equity which Lessor may have by reason of such default or breach, immediately terminate the lease and resume possession.

17. Condition of Leased Premises upon Termination or Expiration: Lessee shall, upon the expiration or termination of this lease, quit and surrender the Leased Premises, broom clean, in good condition and repair, reasonable wear and tear excepted, together with all keys and combinations to locks, safes and vaults and improvements, alterations, additions, fixtures, and equipment at any time made or installed in, upon or to the interior or exterior of the Leased Premises (except personal property and other unattached movable trade fixtures put in at Lessee's expense), all of which shall be the property of the Lessor without any claim by Lessee therefore, but the surrender of such property to Lessor shall not be deemed to be a payment of rent or in lieu of any rent reserved hereunder. Before surrendering the Leased Premises, Lessee shall remove all Lessee's said personal property and unattached movable trade fixtures and, at Lessor's option, Lessee shall also remove any improvements, alterations, additions, fixtures, equipment and decorations at any time made or installed by Lessee in, upon or to the interior or exterior of the Leased Premises, and Lessee further agrees to repair any damage caused thereby. If Lessee fails to remove any of Lessee's personal property and trade fixtures, said property shall, at the option of the Lessor, either be deemed abandoned and become the exclusive property of Lessor, or Lessor shall have the right to remove and store said property, at the expense of the Lessee, without further notice to or demand upon Lessee and hold Lessee responsible for any and all charges and expenses incurred by Lessor therefore. If Leased Premises are not surrendered as and when aforesaid, Lessee shall indemnify Lessor against all loss or liability resulting from the delay by Lessee in so surrendering the same, including without limitation, any claims made by any succeeding occupant founded on such delay. The Lessee's obligation under this provision shall survive the expiration or sooner termination of this lease.


Lessor's Initial

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Lessee Initial

18. Inability to Perform. If the Parties are delayed or prevented from performing any of its obligations under this Lease by reason of strikes, lock-outs, labor troubles, inability to produce materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, war or other reason of like nature which is not the fault of the party delayed in performing the work or doing the acts required under the terms of this lease, then performance of such act shall be excused for the period of such delay or such prevention and the period for performance of such act shall be excused for the period of such delay or such prevention and the period for performance of said act shall be deemed added to the time herein provided for the performance of any such obligation.

19. Transfer of Lessor's Interest. In the event of a sale or conveyance by Lessor of Lessor's interest in the Leased Premises or in any building of which the Leased Premises may be a part other than a transfer for security purposes only, Lessor shall be relieved from, after the date specified in any such notice of transfer, all obligations and liabilities accruing thereafter on the part of Lessor, provided that any funds in the hands of Lessor at the time of transfer in which Lessee has an interest shall be delivered to the successor of Lessor. This Lease shall not be affected by any such sale and Lessee agrees to attorn to the purchaser or assignee.

20. Captions; Attachments; Defined Terms:

(a) The captions of the sections of this Lease are for convenience only and shall not be deemed to be relevant in resolving any question of interpretation or construction of any section of this Lease.

(b) The words "Lessor" and "Lessee," as used herein shall include the plural as well as the singular. Words used in neuter gender include the masculine and feminine and words in the masculine or feminine gender include the neuter. The term "Lessor" shall mean only the owner or owners at the time in question of the fee title or a Lessee's interest in a ground lease of the Leased Premises. The obligations contained in this Lease to be performed by Lessor shall be binding on Lessor's successors and assigns only during their respective periods of ownership.

21. Entire Agreement. This instrument, along with any exhibits and attachments hereto, constitutes the entire agreement between Lessor and Lessee relative to the Leased Premises and this Agreement and the exhibits and attachments may be altered, amended or revoked only by an instrument in writing signed by both Lessor and Lessee. Lessor and Lessee hereby agree that all prior or contemporaneous oral agreements between and among themselves and their agents or representatives relative to the leasing of the Leased Premises are merged in or revoked by this Agreement.

22. Severability. If any term or provision of this Lease shall, to any extent, be determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Lease shall not be affected thereby, and each term and provision of this Lease shall be valid and be enforceable to the fullest extent permitted by law.


Lessor's initial

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Lessee Initial

23. **Time.** Time is of the essence of this Lease and each and every provision hereof, except as to the delivery of possession of the Leased Premises to the Lessee.

24. **Binding Effect; Choice of Law.** Subject to any provisions hereof restricting assignment or subletting by Lessee and subject to Paragraph 9 of this lease, all of the provisions of this lease shall bind and inure to the benefit of the Parties and their respective heirs, legal representatives, successors and assigns. This Lease shall be governed by the laws of the State of Florida and venue for any action to interpret or enforce this Lease shall lie exclusively in the appropriate state court in and for Brevard County, Florida. To the extent that either party files any legal action to enforce any provision of this Agreement, the prevailing party shall be entitled to recover attorney's fees and costs from the non-prevailing party.

25. **Waiver.** No covenant, term or condition or the breach thereof shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or condition shall not be deemed to be a waiver of any proceeding or succeeding breach of the same or any other covenant, term or condition. Acceptance by Lessor of any performance by Lessee after the time the same shall have become due shall not constitute a waiver by Lessor of the breach or default of any covenant, term or condition unless otherwise expressly agreed to by Lessor in writing.

26. **Surrender of Premises.** The voluntary or other surrender of this Lease by Lessee, or a mutual cancellation thereof, shall not work as merger, and shall, at the option of Lessor, terminate all or any existing subleases or sub tenancies, or may, at the option of Lessor, operate as an assignment to Lessor of any or all such subleases or subtenants.

27. **Holding Over.** If Lessee remains in possession of the Leased Premises after the Lease expires or terminates for any reason and without the execution of a new Lease, Lessee will be deemed to be occupying the Leased Premises as a Lessee from month to month at the sufferance of Lessor, and the Lessee will continue to be subject to all of the provisions of this lease. Additionally, the Lessee shall be liable to the Lessor for all lawful damages resulting from Lessee's failure to surrender possession of the Leased Premises as required by this Lease. This provision does not give the Lessee any right to hold over at the expiration of this Lease, and shall not be deemed to be a renewal of the Lease term, either by operation of law or otherwise.

28. **Abandoned Property.** Florida law shall govern the duties and remedies with respect to any abandoned property of this Lessee.

29. **Quiet Enjoyment.** Lessor agrees that, subject to Lessee's performance of the terms and conditions of this lease, Lessee shall peaceably and quietly have, hold and enjoy the Leased Premises in accordance with the terms and conditions of this Lease.


Lessor's initial

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Lessee Initial

30. Construction of Agreement. The Parties have read and negotiated all of the language of this Lease. The Parties acknowledge and agree that, because each of the Parties participated in the negotiating and drafting of this Lease, no rule of construction shall apply to shall apply to this Lease which construes any language, whether ambiguous, unclear or otherwise, in favor of or against any party by reason of that party's role in drafting this Lease. Both Parties agree they are voluntarily entering into this Agreement after being provided the opportunity to consult with their own legal counsel regarding the terms of this Agreement.

31. Mutual Intent. It is agreed between Lessor and Lessee that the aforementioned provisions represent the true intent of the parties and the sufficient consideration exists for each to be bound thereby.

32. Notice. Any notice permitted or required to be given under the terms of this Lease shall be in writing, addressed to the party to whom it is directed, and sent either by (1) hand delivery, (2) United States certified or registered mail, postage prepaid, return receipt requested, or (3) overnight delivery by a nationally recognized delivery company, to the address shown below or to such other address or party designees as either party may from time to time designate by written notice in accordance with the paragraph:

(a) If to Lessor: Barefoot Bay Recreation District
C/O John W. Coffey, ICMA-CM, Community Manager
625 Barefoot Boulevard
Barefoot Bay, Florida 32976

(b) If to Lessee: Paradise Planners of Barefoot Bay
Sue Hill
1448 Barefoot Circle
Barefoot Bay, Florida 32976


Any such notice shall be deemed effective upon receipt.

33. Demise of the Leased Premises. Subject to the terms and conditions set forth in this lease, the Lessor hereby demises and leases to the Lessee and the Lessee hereby leases from the Lessor, that certain real property, including any and all improvements, located in Brevard County, Florida, more specifically described as Suite Building 1, Suite 5 and Part of Suite 4, located at 935 Barefoot Boulevard, Barefoot Bay, Florida 32976, referred to herein as 'Leased Premises.'

34. Condition of the Leased Premises. The Lessee agrees to accept the Leased Premises on a "ready to move in" basis. The Lessee shall not permit any unlawful nuisance, waste or injury on the Leased Premises. The Lessee agrees to surrender the Leased Premises upon the expiration of this Lease, or earlier termination hereof, in a condition substantially similar to the condition of the


Lessor's initial

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Lessee Initial

Leased Premises on the Commencement Date, ordinary wear and tear excepted and leasehold improvements excepted.

Signed and accepted this 16TH day of JUNE, 20 21.

**(THIS SECTION INTENTIONALLY LEFT BLANK)
(SIGNATURE PAGES TO FOLLOW)**


Lessor's initial

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Lessee Initial

WITNESSES:

As to Lessee

PARADISE PLANNERS OF BAREFOOT BAY
"LESSEE"

By: Sally Ann Biondolillo

Print Name: Sally Ann Biondolillo By: Robert Hill

By: Mary Barry

Printed Name: Robert Hill

Title: V.P. PARADISE PLANNERS

Print Name: Mary Barry

WITNESSES:

As to Lessor

BAREFOOT BAY RECREATION DISTRICT
"LESSOR"

By: Julie Mackenzie

By: Michael Maino

Printed Name: JULIE MACKENZIE

Printed Name: Michael Maino

By: Penny Kormylo

Title: Chairman

Approved by the Board of Trustees June 11, 2021.

Printed Name: Penny Kormylo

Lessor's initial

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Lessee Initial

Barefoot Bay Clubs

2024 – 2025 Annual Renewal Form

Club or Organization Name: Paradise Planners

Primary Contact Name: Robert Hill

Barefoot Bay Address: 1459 Barefoot Circle

Phone Number: 919 906 8830 E-Mail: suebob.hill@yahoo.com

Other Contact Name & Number: _____

Second Contact Name: Barbara Applegate

Barefoot Bay Address 1459 Barefoot Circle

Phone Number: 772 202 4354 E-Mail bapple44@yahoo.com

Year-round Contact Name: Lynn Thealls

Barefoot Bay Address 925 Hemlock Drive

Phone Number: 503-559-7010 E-mail _____

Members Attending: # Barefoot Bay Residents 19 # Non-Residents X

Active Months: 12 Inactive Months: N/A

Fall Re-start date (if applicable) N/A

	Building (circle one)	Day (circle one)	Week (circle one)	Access Time	Begin Time	End Time
Meeting	A C D E D&E	S M T W T F S	1 2 3 4	N/A		
Meeting	A C D E D&E	S M T W T F S	1 2 3 4			

Are New Officers Elected? no If yes, when? no @home meetings

The Barefoot Bay Recreation District reserves the right to assign, re-assign or re-schedule any function. Reservations are booked for 11 months only. Use of Facilities during **December** will require a separate form.

Primary Contact Signature: [Signature] Date: X 1-30-24

Accepted By: Lori Kenney Date: 1-30-24
Calendar Coordinator – Lori Kenney

Board of Trustees Meeting Agenda Memo

Date: Thursday, April 11, 2024
Title: **Aquasol Commercial Chemical, Inc. D/B/A Poolsure Agreement**
Section & Item: 11.E
Department: Property Services
Fiscal Impact: \$9,420.00
Contact: Kent Cichon, Community Manager, Matt Goetz, Property Services Manager
Attachments: Poolsure Agreement_Pool 1
Reviewed by General Counsel: Yes
Approved by: Kent Cichon, Community Manager



Requested Action by BOT

Consider waiving the BBRD procurement policy, approving the proposed Poolsure agreement for swimming pool chemical delivery for Pool #1, and authorize the BOT Chairman to sign the agreement.

Background and Summary Information

Poolsure has been delivering swimming pool chemicals to BBRD at least since 2005. BBRD has had three separate agreements with Poolsure, one for each swimming pool, which is a requirement of Poolsure. The agreement for Pool #1 was terminated by BBRD when the pool was closed for reconstruction in 2023. At this time, BBRD needs to begin purchasing chemicals again for Pool #1.

For purchases of \$2,000.00 to \$24,999.99 informal quotes are required from at least two sources. A "No Bid" does not constitute a quote. These quotations should be submitted in writing and kept on file in the finance office and the requesting department.

BBRD staff searched for vendors to deliver the necessary swimming pool chemicals, however only one vendor, Poolsure, was found that provides this service to this area. Utilizing BBRD staff to travel to purchase these chemicals would not be an efficient use of their time, as all these chemicals are not available to be purchased at one location, therefore staff would need to travel to multiple locations to purchase all the necessary chemicals. Staff will continue to periodically search for alternative vendors that will provide competitive pricing for the delivery of these chemicals to BBRD.

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

This proposed agreement has an open-ended term, therefore BBRD procurement policy requires the BOT to approve this proposed agreement.

Staff recommends the BOT waive the BBRD Procurement Policy, requiring informal quotes from at least two sources for purchases of \$2,000.00 to \$24,999.99; approve the Poolsure agreement for swimming pool chemical delivery for Pool #1; and authorize the BOT Chairman to sign the agreement.

FLORIDA LEASE AND SERVICE AGREEMENT

This LEASE AND SERVICE AGREEMENT (this "Agreement"), is made and entered into this 2024-04-11 (the "Effective Date"), by and between Barefoot Bay Recreation District, a(n) Government Entity (hereinafter "Customer"), and Aquasol Commercial Chemical, Inc. D/B/A Poolsure, a Texas corporation (hereinafter "Supplier").

RECITALS

WHEREAS, Customer desires to purchase certain chemicals and lease equipment from Supplier, and Supplier is willing to sell the chemicals and lease the equipment upon the terms, covenants, conditions and agreements set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants, conditions and agreements set forth herein, and for such other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Customer and Supplier agree as follows:

1. Chemicals. Subject to and in accordance with the covenants and conditions set forth in this Agreement Supplier shall deliver to Customer certain chemicals (the "Chemicals") necessary for Customer to maintain the chlorine, pH, alkalinity levels, calcium and the cyanuric acid in the water of Customer's swimming pools and other bodies of water set forth on Exhibit A (collectively hereinafter the "Pools"). The specific Chemicals and terms upon which Supplier agrees to deliver the Chemicals are included on Exhibit A, which is attached hereto and incorporated herein by reference. Supplier will deliver the Chemicals to such location(s) as are set forth on Exhibit A, and Customer agrees to provide Supplier reasonable access to the area(s) where Chemicals are stored in each location in order to facilitate such delivery.

2. Equipment. Supplier agrees to lease to Customer the equipment and/or chemical tanks listed on Exhibit A (hereinafter collectively, the "Equipment"). Customer shall keep the Equipment at the location(s) set forth on Exhibit A and shall not move the Equipment or allow it to be moved without Supplier's prior written consent unless otherwise noted on Exhibit A. The Equipment leased hereunder (and any replacement thereof), together with any intellectual property rights included therein, shall remain the sole property of Supplier, and shall be returned to Supplier at the end of the Term in good working condition, reasonable wear and tear excepted. If the Equipment is not returned within 60 days of the expiration or termination of this Agreement, then Customer agrees to pay Supplier an amount equal to the then current purchase price of each piece of the Equipment that has yet to be returned. In addition, Customer will still be responsible for returning the leased Equipment to Supplier. Nothing herein shall be construed as conveying to Customer any right, title or interest in or to the Equipment. All Equipment shall remain personal property (even though said Equipment may hereafter become attached or affixed to real property) and the title thereto shall at all times remain exclusively in Supplier. At Customer's sole cost and expense, Customer shall (a) protect and defend Supplier's ownership of and title to the Equipment from and against all persons claiming against or through Customer, (b) at all times keep the Equipment free from any and all liens, encumbrances, attachments, levies, executions, burdens, charges or legal processes imposed against Customer, (c) give Supplier immediate written notice of any matter described in this sentence, and (d) cooperate with Supplier to promptly remove any encumbrance described in this sentence. Customer shall keep the Equipment at the approved delivery and storage location and shall not remove them or allow any of the Equipment to be removed without Supplier's prior, written consent, unless otherwise noted on Exhibit A.

3. Amendment to Exhibit A. Exhibit A to this Agreement may be amended, from time to time, by the parties in writing, including via email confirmed by an authorized representative of both Customer and Supplier, to reflect changes in (a) the Equipment leased to Customer or the Pools, (b) pricing or rental rates, or (c) the delivery and storage location of the Chemicals and/or Equipment. Any such amendment shall supersede any prior Exhibit A and become a part of this Agreement.

4. Payment to Supplier. In consideration of the foregoing, Customer agrees to pay Supplier, without reduction or set-off, a monthly fee equal to the total amount set forth on Exhibit A, such monthly fee subject to an annual adjustment. During the Term of this Agreement, Customer shall deliver payment to Supplier by the 21st day of each and every month. If payment in full is not timely received, interest shall accrue on such unpaid amounts at the rate of 18% per annum or the highest rate allowed under applicable law, whichever is less. If restriction of service is necessary due to non-payment and Customer then delivers payment, there will be no credit issued for the lost service during the time Supplier restricted service to Customer.

5. Term. The term of this Agreement (the "Term") shall commence on the Effective Date and, unless earlier terminated as set forth in this Agreement, may be terminated by Supplier or Customer at any time, without cause or penalty, upon thirty (30) days prior written notice.

6. Water Chemistry and Maintenance of Equipment. Maintaining proper water chemistry in the Pools is the sole responsibility of Customer, despite Supplier having agreed to provide the Equipment as a tool to assist Customer in connection therewith. Customer agrees that it shall independently test the water chemistry of each Pool no less than daily (or more often if required by law), and shall keep an accurate and up-to-date written log of such tests during the Term of this Agreement and so long thereafter as required by any applicable law. In the event that such tests reveal that any piece of Equipment is not maintaining proper water chemistry, Customer shall promptly notify Supplier of the same, and Customer will add Chemicals to the Pools by hand or otherwise as necessary to maintain proper water chemistry therein, until such Equipment is repaired or replaced by Supplier. Supplier's sole responsibility hereunder is to supply Chemicals, lease the Equipment and to repair such Equipment as further provided herein; all responsibility for maintenance of the Chemicals in the Pools shall accrue to and be the responsibility of the Customer. Customer acknowledges that it is Customer's responsibility to obtain and pay for all necessary permits and licenses needed to operate the Pools, and/or utilize the Equipment or Chemicals as required by applicable law. The Equipment and feed system may only be used to feed approved chemicals provided by Supplier. Customer shall not, under any circumstance, place or allow others to place products or chemicals obtained from any third-party in any piece of Equipment.

Customer shall be solely responsible for any and all leaks in any piece of Equipment, and any circumstance arising or resulting from any leaks. Customer acknowledges that corrosion may result from Chemicals and Supplier is not responsible for the same. It is recommended that a ventilation fan be installed in any enclosed Equipment/Chemical area to provide proper ventilation and minimize corrosion, and Customer shall install the same as required by applicable law.

In the event the Equipment is damaged during the Term, including but not limited to as a result of the misuse, improper use, or other intentional and wrongful or negligent acts or omissions of Customer or Customer's officers, employees, agents (including without limitation any management company of Customer), representatives, contractors (other than Supplier), affiliated and related companies, or invitees of any one or more of the foregoing (collectively, "Customer Group"), to the extent such damage is not covered by any warranties or insurance, Supplier may service or repair the Equipment as needed and the cost thereof shall be paid by Customer to Supplier immediately upon written request, together with interest thereon at the rate of one and one-half percent (1.50%) per month (or the maximum monthly interest rate permitted to be charged by law between an unrelated, commercial borrower and lender, if less) and reasonable attorneys' fees and costs incurred by Supplier in collecting such amount from Customer. Any work so performed by Supplier shall not deprive Supplier of any of its rights, remedies, or actions against Customer for such damage.

7. **No Warranties by Supplier.** As of the date of delivery of the Chemicals and Equipment, Customer has satisfied itself that the Chemicals and Equipment are suitable for Customer's intended purposes and are in good working order, condition and repair at the time of acceptance. SUPPLIER SUPPLIES THE CHEMICALS AND EQUIPMENT UNDER THIS AGREEMENT IN THEIR "AS IS" CONDITION. SUPPLIER, NOT BEING THE MANUFACTURER OF THE CHEMICALS OR EQUIPMENT OR THE MANUFACTURER'S AGENT, MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESSED OR IMPLIED, AS TO THE CHEMICALS OR EQUIPMENT, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OR REPRESENTATION AS TO THE MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR USE, DESIGN, CONDITION, DURABILITY, CAPACITY, MATERIAL OR WORKMANSHIP OF THE CHEMICALS OR EQUIPMENT. Supplier shall not be liable for any direct, indirect or consequential losses or damages suffered by Customer or by any other person for, and Customer expressly waives any right to hold Supplier liable hereunder for, any claims, demands and liabilities arising out of or in connection with the design or manufacture, possession or operation of the Chemicals or Equipment, including, without limitation, injury to persons or property resulting from the failure of, defective or faulty design, operation, condition, suitability or use of the Chemicals or Equipment.

8. **Indemnity and Limitation of Damages.** CUSTOMER HEREBY AGREES TO INDEMNIFY, DEFEND AND HOLD SUPPLIER HARMLESS FROM AND AGAINST ALL CLAIMS, DAMAGES, ACTIONS, JUDGMENTS, SUITS, LOSSES, FINES, PENALTIES, DEMANDS, COSTS AND EXPENSES AND LIABILITY WHATSOEVER (AND ANY ATTORNEY'S FEES, WITNESS FEES, AND/OR COSTS INCURRED IN CONNECTION THEREWITH) (COLLECTIVELY THE "LOSSES") CAUSED BY OR ARISING FROM (A) CUSTOMER GROUP'S FAILURE TO FULLY PERFORM, OBSERVE OR SATISFY ITS COVENANTS, DUTIES, WARRANTIES OR OBLIGATIONS CONTAINED IN THIS AGREEMENT; (B) THE NEGLIGENT OR WRONGFUL USE AND OPERATION OF THE CHEMICALS OR EQUIPMENT DURING THE TERM BY CUSTOMER GROUP, ITS AGENTS, OFFICERS, EMPLOYEES, CONTRACTORS, OR INVITEES; (C) CUSTOMER GROUP'S FAILURE TO MAINTAIN PROPER WATER CHEMISTRY IN EACH AND EVERY POOL; (D) THE ACTS OR OMISSIONS OF CUSTOMER GROUP, INCLUDING BUT NOT LIMITED TO CUSTOMER GROUP'S FAILURE TO MAINTAIN AND UTILIZE THE EQUIPMENT AND THE CHEMICALS IN ACCORDANCE WITH APPLICABLE LAW; AND (E) THE STORAGE OF THE CHEMICALS ON CUSTOMER'S PREMISES. IF SUCH LOSSES WERE ALSO CAUSED IN PART BY THE ACTS OR OMISSIONS OF SUPPLIER, THEN CUSTOMER SHALL ONLY BE LIABLE TO THE EXTENT AND FOR SUCH PORTION THAT SUCH LOSSES WERE CAUSED BY, ARISE FROM OR RELATE, TO THE ACTS OR OMISSIONS OF CUSTOMER GROUP.

IN NO EVENT SHALL SUPPLIER BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL (INCLUDING LOST PROFITS), SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES IN CONNECTION WITH THIS AGREEMENT, THE CHEMICALS OR EQUIPMENT, EVEN IF NOTICE WAS GIVEN OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF SUCH DAMAGES WERE REASONABLY FORESEEABLE.

UPON EXECUTION OF THIS AGREEMENT, THE CUSTOMER HEREBY ASSUMES ANY AND ALL RISK OF LOSS, DAMAGE OR COSTS, OR PROPERTY DAMAGE TO CUSTOMER'S WALKWAYS, CONCRETE, PARKING LOTS, OR OTHER FLOORING ("CUSTOMER'S FLOORING") THAT MAY BE INCURRED IN CONNECTION WITH THE CUSTOMARY AND REASONABLE ACTS AND/OR OMISSIONS OF SUPPLIER IN DELIVERING CHEMICALS TO CUSTOMER'S PROPERTY OVER STAINED, PAINTED, DECORATIVE OR NON-DECORATIVE WALKWAYS, CONCRETE, PARKING LOTS OR ANY OTHER FLOORING AREAS LOCATED ON CUSTOMER'S PROPERTY DESIGNATED BY CUSTOMER AS AN ACCESS FOR PRODUCT DELIVERY. HOWEVER, THE ABOVE DOES NOT WAIVE OR RELEASE ANY CLAIMS AGAINST SUPPLIER FOR GROSS NEGLIGENCE OR WILLFUL MISCONDUCT ON THE PART OF SUPPLIER, ITS AGENTS, EMPLOYEES, CONTRACTORS, OR REPRESENTATIVES. CUSTOMER ACKNOWLEDGES THAT THIS PARAGRAPH IN ITS NATURE IS A WAIVER FOR DAMAGES TO CUSTOMER'S FLOORING ARISING FROM AND DUE TO SUPPLIER'S CUSTOMARY AND REASONABLE ACTIVITY OF DELIVERING CORROSIVE CHEMICALS OVER CUSTOMER'S FLOORING AND HEREBY RELEASES SUPPLIER FOR CLAIMS OR DAMAGES TO CUSTOMER'S FLOORING RESULTING FROM SUPPLIER'S CUSTOMARY AND REASONABLE ACTS IN CONNECTION WITH THE DELIVERY OF CHEMICALS TO CUSTOMER'S PROPERTY AND ASSUMES ANY AND ALL RISK OF LOSS, DAMAGE OR COSTS, OR PROPERTY DAMAGE TO CUSTOMER'S FLOORING THAT MAY BE INCURRED BY CUSTOMER ARISING OUT OF OR IN CONNECTION WITH SUPPLIER'S CUSTOMARY AND REASONABLE ACTS AND/OR OMISSIONS IN DELIVERING CHEMICALS OVER STAINED, PAINTED, DECORATIVE OR NON-DECORATIVE WALKWAYS, PARKING LOTS OR ANY OTHER FLOORING AREAS DESIGNATED BY CUSTOMER TO BE ACCESS POINTS FOR PRODUCT DELIVERY. CUSTOMER FULLY UNDERSTANDS THE TERMS SET FORTH IN THIS PARAGRAPH, AND CUSTOMER HEREBY WAIVES ITS RIGHTS FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE, OR GUARANTEE BEING MADE TO CUSTOMER TO THE FULLEST EXTENT ALLOWED BY LAW.

Supplier shall not be liable for default in the performance or discharge of any duty or obligation under this Agreement, to the extent caused by acts of God, civil or military authority, public enemy, fire, floods, winds, storms, pandemic, epidemic, public health emergency or quarantine, labor disorders, strikes, work stoppages or other labor trouble, accidents, riots, civil commotion, closing the public highways, terrorist acts or threats, governmental interference or regulations and other contingencies, similar to the foregoing, beyond Supplier's reasonable control.

To the extent there is any conflict between the terms of this Section 8 and the terms of any other agreement entered into between Supplier and Customer, the terms of this Section 8 shall control.

9. Customer Event of Default. The occurrence of any of the following shall constitute an event of default under this Agreement (a "Customer Event of Default"):

- (a) Customer fails to timely pay any payment when due pursuant to the terms of this Agreement;
- (b) Customer attempts to remove, sell, transfer, encumber, assign, sublet or part with possession of the Equipment or any items thereof, except as expressly permitted herein;
- (c) Customer fails to observe or perform any of its material covenants, duties or obligations arising under this Agreement and such failure continues for a period of fifteen (15) days after written notice thereof by Supplier;
- (d) Customer ceases doing business as a going concern, makes an assignment for the benefit of creditors, admits in writing its inability to pay its debts as they become due, files a voluntary petition in bankruptcy, is adjudicated as bankrupt or insolvent, files a petition seeking for itself any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar arrangement under any present or future statute, law or regulation or files an answer admitting the material allegations of a petition filed against it in any such proceeding, consents to or acquiesces in the appointment of a trustee, receiver, or liquidator of it or of all or any substantial part of its assets or properties, or it or its shareholders or other equity owners shall take any action looking to its dissolution or liquidation;

10. Remedies Upon Customer Event of Default. Upon the occurrence of any Customer Event of Default, Supplier may at its option do any or all of the following:

- (a) By written notice to Customer, immediately terminate this Agreement as to the Equipment, wherever situated. As a result of the termination, Supplier may enter upon Customer's property and remove the Equipment without liability of any kind or nature for so doing, or Supplier may demand that Customer remove and return the Equipment, all at Customer's sole cost and expense; or
- (b) Exercise any other right or remedy which may be available to Supplier under any applicable law or proceed by appropriate court action, without affecting Supplier's title or right to possession of the Equipment, to enforce the terms hereof or to recover damages for the breach hereof or to cancel this Agreement as to the Equipment.

11. Insurance. During the Term, Customer shall, at its cost and expense, purchase and maintain in effect general and professional liability insurance covering all Losses and the use, operation, and replacement of the Equipment. Supplier shall be named as an additional insured party on the insurance policies to be maintained hereunder by Customer. The policies to be maintained by Customer hereunder shall be evidenced by a certificate of insurance or other reasonable documentation which shall be delivered by Customer to Supplier no later than the Effective Date and as of each annual renewal of such policies during the Term.

12. Miscellaneous.

(a) This Agreement and all claims or causes of action arising hereunder shall be governed by and construed in accordance with the laws of the State of Florida, excluding its conflicts of law's provisions, and in the event of a dispute arising under this Agreement, the parties hereby submit to exclusive jurisdiction in the federal or state courts located in Orange County, Florida, and agree that venue is proper and convenient in such forum.

(b) If any provision of this Agreement is found by a court of competent jurisdiction to be unenforceable for any reason, such provision shall be deemed to be modified to the extent necessary to render it valid and enforceable, and the remainder of this Agreement shall continue in full force and effect.

(c) In the event of any controversy, claim or dispute between the parties arising out of or relating to this Agreement or the breach thereof, the prevailing party shall be entitled to recover from the other party its reasonable expenses, attorney's fees, and costs.

(d) Customer may not assign or otherwise delegate this Agreement nor the rights and obligations set forth herein, without Supplier's prior written consent.

(e) This Agreement together with the Exhibits attached hereto constitutes the full and complete agreement and understanding between the parties hereto concerning the subject matter hereof and shall supersede any and all prior written and oral agreements with regard to such subject matter. Except as set forth in Section 3, this Agreement may be modified or amended only by a written instrument executed by all of the parties hereto.

(f) The titles or headings of the various paragraphs hereof are intended solely for convenience or reference and are not intended and shall not be deemed to modify, explain or place any construction upon any of the provisions of this Agreement.

(g) Notwithstanding any provisions herein to the contrary, upon the termination of this Agreement for any reason whatsoever, the provisions of this Agreement which by their nature require some action or forbearance after such termination (including but not limited to those related to indemnities) shall survive such termination and be binding until any actions, obligations and/or rights therein provided have been completely satisfied or released.

(h) All notices required or permitted hereunder shall be in writing and unless personal delivery is effected, shall be deemed delivered three (3) days after when deposited in the United States Mail, postage pre-paid, registered or certified mail, return receipt requested, addressed to the party in question at the address set forth herein or at such other address as may have been

specified by written notice delivered in accordance herewith. For the purposes of the notice provisions of this Agreement, the following addresses shall be the addresses of the parties hereto until changed:

Supplier:	Customer:
Aquasol Commercial Chemical, Inc.	Barefoot Bay Recreation District
1707 Townhurst Dr.	
Houston, TX 77043	625 Barefoot Blvd.
	Barefoot Bay
	FL
	32976

(i) This Agreement may be signed in multiple counterparts, each of which will be considered an original and all of which together will constitute a whole. Signatures transmitted electronically, by facsimile or email shall have the same effect as original signatures.

The undersigned represents and warrants to Supplier that this Agreement has been duly executed as of the Effective Date and constitutes a legal, valid, and binding obligation of the Customer, enforceable against the Customer in accordance with its terms. Any management company or other entity signing on behalf of Customer, if applicable, by its signature to this Agreement on behalf of and as the agent of the Customer, represents and warrants that it is duly authorized to execute this Agreement on behalf of the Customer and to bind the Customer to the terms of this Agreement.

SUPPLIER:	CUSTOMER:
AQUASOL COMMERCIAL CHEMICAL, INC.	Barefoot Bay Recreation District
D/B/A POOLSURE, a Texas corporation	
By: _____	By: _____
Name: _____	Name: <u>Matt Goetz</u>
Title: _____	Title: _____
Date: _____	Date: _____

EXHIBIT A – Specific Terms

Property Name				Water Management Base Rate		
Barefoot Bay Recreation Dist.				785.00		
Monthly Seasonal Billing – <u>125%</u> during Summer (April-September) and <u>75%</u> during Winter (October-March)				Summer	Winter	
				981.25	588.75	
Pool Name (Equipment/Tank Storage Location)	Additional Monthly Charges			Equipment		
	Shed Rental	XPC Wireless Rate	Tap Rate	Controller	Bleach Tank Size (in Gallons)	Tank Sensor on Tank?
Barefoot Bay (Pool 1)				N/A	355	Yes
Chemicals to be Delivered: May include but not limited to Sodium Hypochlorite, Pool Acid, Sodium Bicarbonate, Calcium Chloride, Cyanurics						
Special Items Included on Agreement:						
Delivery Address 625 Barefoot Blvd. Barefoot Bay FL 32976				Billing Information Sent Via: Website: Email Address: juliemackenzie@bbrd.org Mail Address: Barefoot Bay Recreation Dist. 625 Barefoot Blvd. Barefoot Bay FL 32976		

Certificate Of Completion

Envelope Id: 7B5AA9CE6FF8485B91CF9A23B8CC0999

Status: Sent

Subject: Poolsure DocuSign

Source Envelope:

Document Pages: 5

Signatures: 0

Envelope Originator:

Certificate Pages: 5

Initials: 0

Brian Zielinski

AutoNav: Enabled

1707 Townhurst

Envelopeld Stamping: Enabled

Houston, TX 77043

Time Zone: (UTC-06:00) Central Time (US & Canada)

bzielinski@poolsure.com

IP Address: 192.157.32.2

Record Tracking

Status: Original

Holder: Brian Zielinski

Location: DocuSign

3/22/2024 11:06:27 AM

bzielinski@poolsure.com

Signer Events**Signature****Timestamp**

Matt Goetz

Sent: 3/22/2024 11:07:08 AM

mattgoetz@bbrd.org

Viewed: 3/22/2024 11:07:39 AM

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**

Accepted: 3/15/2024 6:36:15 AM

ID: 4836f11e-a319-4c2d-8646-ef6e64ef9fa5

Brian Zielinski

bzielinski@poolsure.com

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**

Accepted: 6/7/2023 1:01:05 PM

ID: ca6fb220-83a1-4550-a975-2aab9f89c072

In Person Signer Events**Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp****Carbon Copy Events****Status****Timestamp**

Vincent Flaviani

vflaviani@poolsure.com

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**

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Required hardware and software

Operating Systems:	Windows2000 or WindowsXP
Browsers (for SENDERS):	Internet Explorer 6.0 or above
Browsers (for SIGNERS):	Internet Explorer 6.0, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	Allow per session cookies Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection

** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

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Barefoot Bay Recreation District

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

Phone 772-664-3141
www.bbrd.org

Memo To: Board of Trustees

From: Kent A. Cichon, Community Manager

Date: April 11, 2024

Subject: Manager's Report

Finance

Assessment received – 85.0% collected or \$3,939,458

Resident Relations

ARCC Meeting 3/26/2024

- 1 Old Business Item – denied
- 14 Consent Permits – all approved

VC Meeting 3/22/2024

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

The Violations Committee has one (1) vacant Alternate position, and we are requesting residents that are interested in filling this position to submit their resumes and letters of interest to the District Clerk.

Food & Beverage

- The 19th Hole is closed this week for the installation of a replacement HVAC unit and air handler, new fans, and ceiling tiles; reconstruction of the duct work; and a partial closure to the opening between the bar and kitchen. This work will improve the temperature in the dining room and the kitchen for the comfort of residents and staff.
- April brings cocktail showers to the lakeside area.
 - On April 14th, the Electric Tree Frogs are on the Lakeside Stage from 2 – 6pm, and Titos brand reps will be on site offering samples of Titos cocktails.

Food & Beverage (continued)

- On April 20th, Groove Infusion will perform on the Lakeside Stage from 6 – 10pm, while Kettle One reps will be on site offering new Kettle One spritzers and cocktails.
- A Mother's Day brunch is planned for Sunday May 12th from 10am-1pm. Royal Ink, a female duo performing popular songs with a reggae beat will be on the Lakeside Stage. A variety of breakfast and lunch food items will be served along with a Mimosa for Mom. Tickets are on sale in the Lounge, the 19th Hole and Administration.

Property Services

- Completed installation of the handrail for the Pool #1 ADA ramp
- Repaired two lights in Pool #1
- Repainted the coping perimeter and repaired a broken light for Pool #2
- Serviced BBRD trucks (e.g., oil changes, tire rotation, etc.)
- Began the HVAC system work for the 19th Hole
- Wired and sheetrocked the new office/breakroom for Brightview

Golf-Pro Shop

- Free golf clinics are currently being conducted this month by BBRD's very own golf professional Bill Balish. Contact the Pro Shop at 772-664-3174 for topic information, schedule, and sign-up.
- The 2024 Barefoot Bay Club Championship had a great turn out with 88 players, including a record 23 players having competed in the 9 Hole Ladies Division. The Men's, Ladies, and 9 Hole Ladies Champions can be found in the Peek at the Week.
- The Ladies Martini League Tropical themed end of season tournament was played April 9th and enjoyed a sold-out field. Fun was had by all.
- The Golf Shop has received a new shipment of ladies' t-shirts including many new colors. Also, as the end of the season draws near, many items are on sale. Stop by and check out the deals.
- The Golf Course staff extends a sincere thank you to all our golfers this season. We wish them safe travels as they return to their northern homes.
- Brightview Golf Course Maintenance
 - Brightview has made new tee markers for the course. They were used for the first time during the club championship.
 - Regular maintenance continues including edging bunkers; applications of fertilizer, fungicide, and herbicide; and maintenance/replacement of irrigation heads.
 - The final application of the fairway pigment has been applied. It is the staff's opinion that this process was a successful alternative to overseeding; providing healthier fairways throughout the winter season, while allowing for a mild application of herbicide to treat weeds. This process has given Brightview a head-start on battling our weed issues as we move into the warmer months.
 - The finishing touches are being put on the new breakroom and office provided by Barefoot Bay for Brightview maintenance staff. The Golf Course extends a big thank you to the Property Services Department for their work on this project.