



**BAREFOOT BAY  
RECREATION DISTRICT**

Barefoot Bay Recreation District Regular Meeting  
June 12, 2020 at 1:00 PM  
Building D&E

Agenda

Please turn off all cell phones

- 1. Thought of the Day**
- 2. Pledge of Allegiance to the Flag**
- 3. Roll Call**
- 4. Presentations and Proclamations**
- 5. Approval of Minutes**
  - A. May 26, 2020 minutes
- 6. Treasurer's Report**
  - A. Treasurer's Report
- 7. Audience Participation**
- 8. Unfinished Business**
  - A. Phased Re-Opening Discussion
  - B. Steward Medical Group Proposed Land-Lease
- 9. New Business**
  - A. Community Manager Evaluation
  - B. General Counsel Evaluation
  - C. Discussion of Prohibiting Parking on Common Areas
  - D. FY20 Budget Amendment: NRP program
  - E. Selection of RFP Evaluation Committee Member for Shopping Center Roof Replacement Project
- 10. Manager's Report**
  - A. June 12, 2020 Community Manager's Report
- 11. Attorney's Report**
- 12. Incidental Trustee Remarks**
- 13. Adjournment**

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

Barefoot Bay Recreation District Regular Meeting



# BAREFOOT BAY RECREATION DISTRICT

Board of Trustees Regular Meeting

May 26, 2020

7PM –Building D&E

## Meeting Called to Order

The Barefoot Bay Recreation District Board of Trustees held a Meeting on May 26, 2020 Building D&E 1225 Barefoot Boulevard, Barefoot Bay, Florida. Mr. Klosky called the meeting to order at 7PM.

## Pledge of Allegiance to the Flag

Led by Mr. Loveland.

## Roll Call

Present: Mr. Klosky, Ms. Henderson, Mr. Maino, Mr. Loveland and Mr. Compton. Also, present, John W. Coffey, ICMA-CM, Community Manager, Cliff Repperger, General Counsel, and Stephanie Brown, District Clerk, Matt Goetz, Property Services Manager, and Rich Armington, Resident Relations Manager.

## Presentations and Proclamations

None.

## Approval of Minutes

*Mr. Loveland made a motion to approve the minutes dated May 5, 2020 (Budget Workshop) and May 8, 2020. Second by Mr. Maino. Motion passed unanimously.*

## Treasurer's Report

*Ms. Henderson made a motion to approve the Treasurer's Report for May 26, 2020 as read. Second by Mr. Compton. Motion passed unanimously.*

## Audience Participation

Mr. Coffey read a comment from John Lavoie-828 Tamarind Circle-he spoke in favor of Shaw Medical Clinic being in the Shopping Center rather than the jewelry store.

Paul E. Sharkey-spoke in favor of the Shaw Medical Clinic proposal.

Mr. Coffey read a letter from Richard Schatlow-636 Marlin Circle-he spoke in favor of waiting to see how the COVID-19 could affect construction before moving ahead with the building A project.

Carol Joseph-966 Waterway Drive-spoke in favor of reopening the pools with restrictions for health safety.

Dawn Forsman Trust-1072 Manila Drive-would be willing to work with BBRD regarding COVID guidelines to continue her water exercise classes.



# BAREFOOT BAY RECREATION DISTRICT

Joann Longley-712 Wedelia Drive-spoke in favor of opening the pools.

James Sukiennik-1103 Oriole Circle-spoke in favor of reopening amenities on a limited basis.

Susan Kinscherf-379 Egret Circle-spoke in favor reopening pools with guidelines.

## Unfinished Business

### Phased Re-Opening Discussion

Mr. Compton spoke in favor of implementing phase 2 of re-opening. Mr. Maino voiced his disapproval of implementing phase 2 at this time. Ms. Henderson spoke in favor of going into Phase 1 of reopening June 16, 2020. She also wanted to know if the Property Services staff would be ready for re-opening. Mr. Coffey responded he cannot give an answer until a decision to re-open has been made. Mr. Loveland voiced his concern for the security and safety of the staff. He spoke in favor of deciding on a day for re-opening.

*Mr. Compton made a motion to implement phase 2 of the re-opening plan. Second by Ms. Henderson. Ms. Henderson, Mr. Maino and Mr. Loveland dissented. Mr. Klosky abstained. Motion failed 3-1.*

*Ms. Henderson made a motion to re-open Barefoot Bay Recreation District and start Phase 1 on June 8th. Second by Mr. Maino. Motion passed 3-2. Mr. Compton and Mr. Loveland dissented.*

### Building A Renovations Project: Authorization for Chairman Klosky to Sign the Contract

Staff recommends the BOT authorize Chairman Klosky to sign the contract for Building A Renovations with Parkit Construction, Inc. in the amount of \$564,435.00.

*Mr. Henderson made a motion to authorize Chairman Klosky to sign the contract for Building A Renovations with Parkit Construction, Inc. in the amount of \$564,435.00. Second by Mr. Loveland. Motion passed unanimously.*

### Pool #2 Canopy

Staff recommends the BOT withdraw the August 9, 2019 award of contract for canopy to Housman's Aluminum & Screening, Inc, award a new contract for the entire project to Endeavor Construction, Inc. in the amount of \$15,225.00, and direction to staff to execute the required budget transfer from R&M/Capital Contingency (for the additional \$1,225). Mr. Klosky suggested eliminating this project and moving the budget to the beach restroom project

*Mr. Maino made a motion to BOT withdraw the August 9, 2019 award of contract for canopy to Housman's Aluminum & Screening, Inc, award a new contract for the entire project to Endeavor Construction, Inc. in the amount of \$15,225.00, and direction to staff to execute the required budget transfer from R&M/Capital Contingency (for the additional \$1,225). Second by Mr. Compton.*

*Mr. Maino withdrew his motion and Mr. Compton withdrew the second.*

*Mr. Compton made a motion to postpone the project and use the funds for the beach restroom project. Second by Mr. Maino. Motion passed unanimously.*



# BAREFOOT BAY RECREATION DISTRICT

## New Business

### **FY21 Proposed Budget Mailout**

Staff recommends the BOT approve the Proposed Budget Mailout as attached (or modify as needed and then approve it) and announce 7pm in Building D/E on June 23, 2020 as date and time of the public hearing for the adoption of the annual assessment in addition to the adoption of the FY21 Budget.

*Mr. Maino made a motion to approve the Proposed Budget Mailout as attached (or modify as needed and then approve it) and announce 7pm in Building D/E on June 23, 2020 as date and time of the public hearing for the adoption of the annual assessment in addition to the adoption of the FY21 Budget. Second by Ms. Henderson. Motion passed unanimously.*

### **Shopping Center Lease for Building 1 Unit 2 and part of 3 (Old Barber Shop)**

The Community Manager recommends the BOT approve one of the two proposals and instruct General Counsel Repperger to draft a formal lease and guaranty (for future BOT approval).

Mr. Coffey contacted both parties and allowed each to speak on their perspective proposals.

*Mr. Compton made a motion to approve the lease for Shaw Medical Group and instructed Mr. Repperger to draft a formal lease and guaranty for approval. Second by Mr. Loveland. Motion passed unanimously.*

### **Shopping Center Rent Reduction Requests (3 tenants)**

Consideration of requests from three tenants (Food Store, Barber Shop and RJ's 2002 Restaurant) for rent forgiveness due to the COVID-19 pandemic.

Ms. Henderson spoke in favor of rent forgiveness for 50% off over 2 months, to also include Sunshine Rentals.

*Mr. Loveland made motion of rent forgiveness for 50% over 2 months, excluding CAM fees and including Sunshine Rentals. Second by Ms. Henderson. Motion passed unanimously.*

### **Beach Restrooms Engineering Services**

Staff recommends the BOT approve the engineering services proposal from TLC at a cost of \$25,650.00.

*Mr. Maino made a motion to approve the engineering services proposal from TLC at a cost of \$25,650.00. Second by Mr. Compton. Motion passed unanimously.*

### **Pool #2 Pit Replacement and Upgrade**

Staff recommends the BOT approve the Pool #2 pit replacement and upgrade from Family Pools, Inc. in the amount of \$73,610.60 plus permitting and instruct staff to transfer the necessary budget from R&M/Capital Contingency to fully fund this project.



# BAREFOOT BAY RECREATION DISTRICT

*Ms. Henderson made a motion to approve the Pool #2 pit replacement and upgrade from Family Pools, Inc. in the amount of \$73,610.60 plus permitting and instruct staff to transfer the necessary budget from R&M/Capital Contingency to fully fund this project. Second by Mr. Loveland. Motion passed unanimously.*

## **Settlement Proposal FCHR Case No. 202023409**

The matter was dismissed by FCHR with a No Cause finding related to the claim.

## **DOR Violations**

### **DOR Violation 20-001039 414 Barefoot Blvd**

*Mr. Henderson made a motion to refer case #20-001039 414 Barefoot Blvd to General Counsel Repperger for legal action, equitable or other appropriate action with failure to comply. If the BOT brings any such action to enforce DOR, the charge for such action shall be charged to the Respondents account and shall constitute as a lien. Second by Mr. Compton. Motion passed unanimously.*

### **DOR Violation 20-000007 414 Barefoot Blvd**

*Ms. Henderson made a motion to refer case #20-000007 414 Barefoot Blvd to General Counsel Repperger for legal action, equitable or other appropriate action with failure to comply. If the BOT brings any such action to enforce DOR, the charge for such action shall be charged to the Respondents account and shall constitute as a lien. Second by Mr. Compton. Motion passed unanimously.*

### **DOR Violation 20-001110 414 Barefoot Blvd**

#20-001110 414 Barefoot Blvd came into compliance prior to the meeting.

### **DOR Violation 20-000380 400 Osprey**

*Ms. Henderson made a motion to refer case #20-000380 400 Osprey to General Counsel Repperger for legal action, equitable or other appropriate action with failure to comply. If the BOT brings any such action to enforce DOR, the charge for such action shall be charged to the Respondents account and shall constitute as a lien. Second by Mr. Compton. Motion passed unanimously.*

### **DOR Violation 20-000547 400 Osprey**

*Mr. Maino made a motion to refer case #20-000547 400 Osprey to General Counsel Repperger for legal action, equitable or other appropriate action with failure to comply. If the BOT brings any such action to enforce DOR, the charge for such action shall be charged to the Respondents account and shall constitute as a lien. Second by Mr. Compton. Motion passed unanimously.*

### **DOR Violation 20-000630 401 Osprey**

*Mr. Maino made a motion to refer case #20-000630 401 Osprey to General Counsel Repperger for legal action, equitable or other appropriate action with failure to comply. If the BOT brings any such action to enforce DOR, the charge for such action shall be charged to the Respondents account and shall constitute as a lien. Second by Ms. Henderson. Motion passed unanimously.*



# BAREFOOT BAY RECREATION DISTRICT

## **DOR Violation 20-000631 401 Osprey**

*Mr. Maino made a motion to refer case #20-000631 401 Osprey to General Counsel Repperger for legal action, equitable or other appropriate action with failure to comply. If the BOT brings any such action to enforce DOR, the charge for such action shall be charged to the Respondents account and shall constitute as a lien. Second by Ms. Henderson. Motion passed unanimously.*

## **DOR Violation 20-005045 901 Waterway Drive**

*Ms. Henderson made a motion to refer case #20-005045 901 Waterway Drive to General Counsel Repperger for legal action, equitable or other appropriate action with failure to comply. If the BOT brings any such action to enforce DOR, the charge for such action shall be charged to the Respondents account and shall constitute as a lien. Second by Mr. Compton. Motion passed unanimously.*

*Mr. Loveland and Mr. Compton suggested a list from Mr. Repperger showing the status of cases.*

## **DOR Violation 20-00184 901 Waterway Drive**

*Ms. Henderson made a motion to refer case #20-00184 901 Waterway Drive to General Counsel Repperger for legal action, equitable or other appropriate action with failure to comply. If the BOT brings any such action to enforce DOR, the charge for such action shall be charged to the Respondents account and shall constitute as a lien. Second by Mr. Compton. Motion passed unanimously.*

## **DOR Violation 20-000632 401 Osprey (High Grass/Weeds)**

*Mr. Compton made a motion to refer case #20-000632 401 Osprey to BBRD Property Services to get in compliance. Second by Ms. Henderson. Motion passed unanimously.*

## **DOR Violation 20-001186 414 Barefoot Blvd (High Grass/Weeds)**

*#20-001186 414 Barefoot Bay Blvd came into compliance prior to the meeting.*

## **DOR Violation 20-001206 1032 Waterway Drive (High Grass/Weeds)**

*#20-001206 1032 Waterway Drive came into compliance prior to the meeting.*

## **DOR Violation 20-001202 108 Hydrangea Court (High Grass/Weeds)**

*Mr. Compton made a motion to refer case #20-001202 108 Hydrangea Court to BBRD Property Services to get in compliance. Second by Ms. Henderson. Motion passed unanimously.*

## **DOR Violation 20-001201 622 Amaryllis Drive (High Grass/Weeds)**

*#20-001201 622 Amaryllis Drive came into compliance prior to the meeting.*

## **DOR Violation 20-001221 801 Lychee Drive (High Grass/Weeds)**

*20-001221 801 Lychee Drive came into compliance prior to the meeting.*

## **DOR Violation 20-001218 Tamarind Circle (High Grass/Weeds)**

*Mr. Compton made a motion to refer case #20-001218 Tamarind Circle to BBRD Property Services to get in compliance. Second by Ms. Henderson. Motion passed unanimously.*



# BAREFOOT BAY RECREATION DISTRICT

**DOR Violation 20-001214 861 Tamarind Circle (High Grass/Weeds)**

#20-001214 861 Tamarind Circle came into compliance prior to the meeting.

**DOR Violation 20-001207 449 Dolphin Circle (High Grass/Weeds)**

*Mr. Compton made a motion to refer case #20-001207 449 Dolphin Circle to BBRD Property Services to get in compliance. Second by Ms. Henderson. Motion passed unanimously.*

**DOR Violation 20-001205 600 Dolphin Circle (High Grass/Weeds)**

#20-001205 600 Dolphin Circle came into compliance prior to the meeting.

**DOR Violation 20-001200 556 Dolphin Circle (High Grass/Weeds)**

#20-001200 556 Dolphin Circle came into compliance prior to the meeting.

**DOR Violation 20-001199 200 Manatee Court (High Grass/Weeds)**

*Mr. Compton made a motion to refer case #20-001199 200 Manatee Court to BBRD Property Services to get in compliance. Second by Ms. Henderson. Motion passed unanimously.*

**DOR Violation 20-001198 359 Marlin Circle (High Grass/Weeds)**

#20-001198 359 Marlin Circle came into compliance prior to the meeting.

**DOR Violation 20-001197 257 Dolphin Circle (High Grass/Weeds)**

#20-001197 257 Dolphin Circle came into compliance prior to the meeting.

**DOR Violation 20-001222 913 Pecan Circle (High Grass/Weeds)**

*Mr. Compton made a motion to refer case #20-001222 913 Pecan Circle to BBRD Property Services to get in compliance. Second by Ms. Henderson. Motion passed unanimously.*

**DOR Violation 20-001220 953 Cashew Circle (High Grass/Weeds)**

*Mr. Compton made a motion to refer case #20-001220 953 Cashew Circle to BBRD Property Services to get in compliance. Second by Ms. Henderson. Motion passed unanimously.*

**DOR Violation 20-001219 851 Laurel Circle (High Grass/Weeds)**

*Mr. Compton made a motion to refer case #20-001219 851 Laurel Circle to BBRD Property Services to get in compliance. Second by Ms. Henderson. Motion passed unanimously.*

**DOR Violation 20-001216 1005 Ginger Lane (High Grass/Weeds)**

*Mr. Compton made a motion to refer case #20-001216 1005 Ginger Lane to BBRD Property Services to get in compliance. Second by Ms. Henderson. Motion passed unanimously.*

**DOR Violation 20-001215 1037 Oriole Circle (High Grass/Weeds)**

#20-001215 1037 Oriole Circle came into compliance prior to the meeting.

**DOR Violation 20-001227 1012 Royal Palm Drive (High Grass/Weeds)** *Mr. Compton made a motion to refer case #20-001227 1012 Royal Palm Drive to BBRD Property Services to get in compliance. Second by Ms. Henderson. Motion passed unanimously.*





# BAREFOOT BAY RECREATION DISTRICT

**DOR Violation 20-001213 1025 Oriole Circle (High Grass/Weeds)**

*Mr. Compton made a motion to refer case #20-001213 1025 Oriole Circle to BBRD Property Services to get in compliance. Second by Ms. Henderson. Motion passed unanimously.*

**DOR Violation 20-001212 912 Wren Circle (High Grass/Weeds)**

#20-001212 912 Wren Circle came into compliance prior to the meeting.

**DOR Violation 20-001224 415 Plover Drive (High Grass/Weeds)**

*Mr. Compton made a motion to refer case #20-001224 415 Plover Drive to BBRD Property Services to get in compliance. Second by Ms. Henderson. Motion passed unanimously.*

**DOR Violation 20-001210 1021 Wren Circle (High Grass/Weeds)**

#20-001210 1021 Wren Circle came into compliance prior to the meeting.

**DOR Violation 20-001223 1103 Myrtle Drive (High Grass/Weeds)**

*Mr. Compton made a motion to refer case #20-001223 1103 Myrtle Drive to BBRD Property Services to get in compliance. Second by Ms. Henderson. Motion passed unanimously.*

**DOR Violation 20-001209 1067 Wren Circle (High Grass/Weeds)**

*Mr. Compton made a motion to refer case #20-001209 1067 Wren Circle to BBRD Property Services to get in compliance. Second by Ms. Henderson. Motion passed unanimously.*

**DOR Violation 20-001208 1184 Waterway Drive (High Grass/Weeds)**

#20-001208 1184 Waterway Drive came into compliance prior to the meeting.

**DOR Violation 20-001204 909 Oleander Circle (High Grass/Weeds)**

#20-001204 909 Oleander Circle came into compliance prior to the meeting.

**DOR Violation 20-001203 707 Hyacinth Circle (High Grass/Weeds)**

*Mr. Compton made a motion to refer case #20-001203 707 Hyacinth Circle to BBRD Property Services to get in compliance. Second by Ms. Henderson. Motion passed unanimously.*

**DOR Violation 20-001230 1385 Barefoot Circle (High Grass/Weeds)**

#20-001230 1385 Barefoot Circle came into compliance prior to the meeting.

**DOR Violation 20-001226 1321 Barefoot Circle (High Grass/Weeds)**

*Mr. Compton made a motion to refer case #20-001226 1321 Barefoot Circle to BBRD Property Services to get in compliance. Second by Ms. Henderson. Motion passed unanimously.*

**DOR Violation 20-001229 1376 Barefoot Circle (High Grass/Weeds)**

*Mr. Compton made a motion to refer case #20-001229 1376 Barefoot Circle to BBRD Property Services to get in compliance. Second by Ms. Henderson. Motion passed unanimously.*



# BAREFOOT BAY RECREATION DISTRICT

## **DOR Violation 20-001228 1374 Barefoot Circle (High Grass/Weeds)**

*Mr. Compton made a motion to refer case #20-001228 1374 Barefoot Circle to BBRD Property Services to get in compliance. Second by Ms. Henderson. Motion passed unanimously.*

## **Manager's Report**

### Resident Relations

#### **ARCC Meeting 05/12/20 agenda**

- 17 Consent items – all approved
- 6 Other items – all approved
- 3 Old Business items (extension requests) – all approved

#### **ARCC Meeting 05/26/20**

- 17 Consent items
- 8 Other items
- 1 Old Business

## **VC Meetings**

- All future meetings have been cancelled until the Coronavirus pandemic abates

## **Severance Package Update**

- As of May 19, 2020, 19 eligible employees have elected to receive the two-weeks compensation the BOT approved on April 21, 2020.

### Golf-Pro Shop

- Course Aerification Maintenance (only 9 holes open for two days)
  - June 1<sup>st</sup> Back Nine and Putting Green Closed
  - June 2<sup>nd</sup> Front Nine Closed
- In-House Lake Bank restoration will begin June 1<sup>st</sup>
- Beginning May 22, 2020, residents and golfers wishing to enter the Pro Shop will have their temperatures scanned via a touchless thermometer. If an individual does not wish to have his/her temperature checked, staff will assist that individual outside.

### Property Services

- Patched and Re-painted the Men's and Ladies room at the 19th hole
- Began the roof replacement on the Veterans shed at Micco RV



# BAREFOOT BAY RECREATION DISTRICT

- Re-painted the lines at the Community Center parking lot
- Repaired pool valve at pool 1
- Completed repairs to the ABM break room (new door and paint)
- Cleaned out all the overgrown brush at the Micco RV
- Straightened out fence posts at Micco and West RV
- Set up and removed flag display for Memorial Day
- Continued 3-hour rotation of cleaning the golf course restrooms
- Addressed all current DOR violations
- Continued soliciting bids for various projects

## General Information

- **Lounge/Lakeside Expansion Design Update:**
  - Staff received a revised food prep and storage area layout from the design team for review and comment
  - Staff received the preliminary site plan from the design team for review and comment. Said comments were sent back on May 2<sup>nd</sup>.
- **Steward Medical Group Proposed Land-Lease Update** - Mr. Taylor requested this item be pulled from this agenda so he could have the site plan further refined. He anticipates it being ready for one of the meetings in June.
- **Appeal of Staff Decision Regarding the Payment of a Social Membership** – Per an email dated May 19, 2020, one Trustee has requested this issue (denial of waiver from payment for transfer between two corporations owned by the same individual) be placed on the June 12<sup>th</sup> agenda for consideration by the BOT.
- **Lounge and Pool Restrooms Re-roofing project update:**
  - MB Enterprises arrived onsite today to commence the projects
  - To lessen the chance of damage to the fabric canopies, staff removed the fabric and will have a vendor re-install them after the project is completed (cost to be added to the project)
- **Memorial Day Virtual Ceremony Update** – Due to technical difficulties with the livestream website, the event did not have sound when viewed over the internet. Digital copies (made by staff) do have audio and once it is loaded on BBRD's YouTube account people can re-watch the event with sound.
- **Administration Building Special Hours on Wednesday May 27<sup>th</sup>** – To facilitate an all-hands re-opening planning meeting, staff will not be available to assist residents until 9:30am tomorrow morning.
- **July 5<sup>th</sup> Fireworks Update** – As I previously notified the Trustees, due to the ongoing coronavirus pandemic and uncertainty of re-opening of amenities and facilities, staff elected to shift the fireworks display to the backup date of Veterans Day (Wednesday, November 11, 2020).



# BAREFOOT BAY RECREATION DISTRICT

## **Attorney's Report**

None.

## **Incidental Trustee Remarks**

Mr. Loveland thanked the staff that for all the work that they have done through the pandemic.

Mr. Compton asked residents to be mindful of passing information, even inadvertently, between Trustees.

Ms. Henderson thanked all the Veterans and her thoughts went out to victims of COVID-19. She also thanked residents who participated in the golf tournament.

Mr. Maino asked residents to show some understanding in re-opening decisions that have been made.

Mr. Klosky thanked Property Services for the work they have done and reminded the Trustees that evaluations are due June 8<sup>th</sup>.

## **Adjournment**

The next meeting will be on June 12, 2020 at 1pm in Building D/E

Ms. made a motion to adjourn. Mr. Klosky adjourned.

Meeting adjourned at 9:15 pm

---

Roger Compton, Secretary

---

Stephanie Brown, District Clerk

# Barefoot Bay Recreation District

## Treasurer's Report

June 12, 2020

### Cash Balances in General Fund as of 6/4/20

Petty Cash

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

### Operating Cash in Banks

MB&T Operating Account

2,764,013.37

**Total Operating Accounts:** 2,764,013.37

### Interest Bearing Accounts

SBA Reserve Account

697,770.89

**Total Interest Bearing Accounts** 697,770.89

### Total Cash Balances in General Fund:

\$ 3,464,284.26

### Total Daily Deposits and Assessments Received for 5/20 - 6/4/20

Daily deposits: \$ 32,061.14

Assessments received: -

**Total Deposits Received** \$ 32,061.14

### Expenditures over \$5,000 for 5/20 - 6/4/20

Check Number	Vendor	Description	Check Amount
55548	ABM Landscape & Turf Services	Golf Course & Ball Field Maint. - 5/2020	38,691.16
55556	Florida Power & Light Co	Electricity: 05/2020	6,154.24
55557	Health First Health Plans Inc	Employee Health Insurance: 6/20	21,448.56
55574	Family Pools Inc	Deposit / Replace Pit @ Pool #2	24,536.86
55580	Special District Services, Inc	Management Fees: 5/20	13,264.14
55581	TLC Engineering Solutions Inc	BBRD Lounge/Patio Renov Services thru 5/15/20	21,600.50
	US Treasury	Payroll Taxes - PPE 5/24/20	13,188.66
	Paychex	Net Payroll - PPE 5/24/20	45,042.48
<b>Total Expenditures over \$5,000</b>			<u>\$ 183,926.60</u>

## Board of Trustees

Date: Friday, June 12, 2020  
Title: **Phased Re-Opening Discussion**  
Section & Item: 8.A  
Department: Administration, District Clerk  
Fiscal Impact: N/A  
Contact: John W. Coffey ICMA-CM, Community Manager  
Attachments: BBRD reopening timeline  
Reviewed by  
General Counsel: N/A  
Approved by: John W. Coffey, ICMA-CM, Community Manager



### Requested Action by BOT

Assessment of current conditions and consideration of further re-openings based on the conditions-based re-opening timeline

### Background and Summary Information

On May 8, 2020 the BOT reviewed the proposed conditions-based re-opening timeline and reached a consensus to re-open the beach, keep the pools closed, and revisit this issue at each meeting going forward. On May 26, 2020 the BOT approved the remainder of Phase 1 re-opening effective June 8, 2020.

The following information (in italic) was contained within the May 8, 2020 agenda memo.

*Due to the impact of the Coronavirus pandemic, Chairman Klosky and staff incrementally closed amenities and buildings starting on March 16th in accordance with state and federal guidelines and executive orders. Staff developed the attached conditions-based re-opening timeline that is based on the 3-phase re-opening guidance from the White House last month and being followed loosely by Governor DeSantis. Readers should infer any specific dates and should understand the proposed timeline is not meant to be rigidly implemented but was developed to provide a transparent means of the multi-steps staff will take in re-opening specific amenities and buildings.*

*The likelihood of subsequent spikes in infections in Florida and/or Brevard County may necessitate the temporary reversal of openings (i.e. restricting or closing specific amenities/buildings that were in one of the early phases of re-opening. Additionally, the public should not confuse BBRD phases with elements of phases identified by national, state or local leaders. While the four-phase proposal for BBRD is built upon the White House's three-phase proposal, the overwhelming number of residents who fall within the "vulnerable population" category requires a more cautious and graduated approach in re-opening to ensure maximum personal protection from the spread of the virus to staff and the public. Hence, staff developed the attached conditions-based timeline for re-openings in an attempt to provide maximum use of facilities while following guidelines to ensure the safety of residents, guests and staff.*

*Lastly, the reader should clearly understand that staff will not under any circumstances make the decision to re-open specific amenities/buildings without direct BOT approval in a public meeting. Most people understand the diverse range of opinions in BBRD regarding closures and re-opening and it is simply poor public policy for staff to make a decision (which will be poorly received by one side or the other in this issue) and then flood the individual Trustees with complaints and attend the next scheduled BOT meeting to seek a reversal of staff's actions. The BOT by pre-approving all re-openings will allow the public to participate in the initial decision-making process rather than seek to the BOT to later reverse a decision by staff.*

## A Conditions Based “Reopening BBRD” Proposed Timeline

The following BBRD re-opening timeline is conditions based. No specific dates are included or inferred. BBRD phases shall not occur before the corresponding State of Florida phase and may begin well after the similarly number State phase due to the demographical nature of BBRD residents. The following is meant to communicate the planned re-opening of BBRD facilities to the public. In the case of resurgence of coronavirus infections in Brevard County, closures and/or limitations of services/amenities will be in reverse order. Implementation of specific elements may be staggered depending upon conditions and staff. The Community Manager will not implement any of the phased openings without explicit BOT consent at a public meeting.

### Phase 1

- Assumes continuation of 6 feet social distancing in groups of 10 or more
- The public will be given 3-7 days’ notice of re-opening which shall only occur on a Monday, Tuesday, Wednesday or Thursday.
- All employees will be provided personal protective equipment and hand sanitizers. Their use is optional and not mandatory. Those requesting additional personal measures will be accommodated when feasible.
- Residents/guests will have their temperatures taken prior to entrance into facilities. Entrance will be denied for those above an acceptable reading.
- 2 pools can re-open with reduced capacity and additional pool hosts
  - Pools #1 and #2 have work to be performed this summer. Each pool will be closed for the duration of the work while the other one will be open.
  - Residents/guests will have their temperatures taken prior to entrance into the pools. Entrance will be denied for those above the acceptable number
  - Capacity at pools will be the following:
    - #1: 27 people including staff
      - Pavilion, Picnic area, and Lakeside/behind the Lounge areas will remain closed
    - #2: 17 people including staff
    - #3: 17 people including staff
  - Residents/guests will be limited to 90 minutes at the pools if there is a waiting line
  - Group activities are prohibited
  - Furniture will be spaced according to social distancing guidelines
- Beach parking will re-open
- Golf Course will remain on reduced tee times and one person per cart rule (two members of the same household may ride in the same cart)
- Pro Shop will continue to operate in a limited capacity basis
  - Members will continue to check in with Player Assistant
  - Entry will be limited to official business only
  - A maximum of 10 occupants and practiced social distance
  - Due to limited tee times, golfers will continue to be teamed up to complete a foursome
- Administration Building remain closed to the public
- Lounge and 19<sup>th</sup> Hole remain closed
- Meeting rooms remain closed

## Phase 2

- Assumes continuation of social distancing and an increase in the number of people in groups exempt from guideline
- The public will be given 3-7 days' notice of implementation of phase which shall occur on a Monday.
- Residents/guests will have their temperatures taken prior to entrance into facilities. Entrance will be denied for those above an acceptable reading.
- A maximum of two pools will be open
  - Restrictions on capacity will be relaxed to "moderate" but not eliminated
  - Capacity at pools will be the following:
    - #1: 54 people including staff (excluding other areas listed below)
      - Pavilion: 18 people (reservations only)
      - Picnic area: 29 people (reservations only)
      - Lakeside/behind the Lounge areas will be open but will not have its own capacity (i.e. folks from the pool and Lounge can go there but there will be limited furniture set out)
    - #2: 27 people including staff
    - #3: 27 people including staff
  - Residents/guests will be limited to 90 minutes at the pools if there is a waiting line
  - Group activities are prohibited
  - Furniture will be spaced according to social distancing guidelines
- Golf Course will remain on reduced tee times and one person per cart rule (two members of the same household may ride in the same cart)
- Pro Shop will continue to operate in a limited capacity basis
  - Members will continue to check in with Player Assistant
  - Entry will be limited to official business only
  - A maximum of 10 occupants and practiced social distance
  - Due to limited tee times, golfers will continue to be teamed up to complete a foursome
- Administration Building re-open Monday through Thursday with a one-hour closure mid-day for sanitizing public areas
- Lounge and 19<sup>th</sup> Hole will open under the following conditions
  - Reduced capacity and limited hours of operations
    - Lounge: (30% capacity or 40 people including staff)
    - 19<sup>th</sup> Hole (30% capacity or 34 people including staff) (Chairs will not be available on the porch)
    - Staff at each site to ensure proper social distancing and that capacity is not exceeded
  - No live music or entertainment
  - Lounge will only serve beverages and pre-packaged snacks
  - 19<sup>th</sup> Hole will not have kitchen service. Very basic food items will be available on a limited basis (items that do not require a cook in the kitchen during service).
  - No Street Dances, Pasta Night or catering
- Meeting rooms remain closed with exception of Building A
  - Use of Building A will be limited to 50 people with a minimum one-hour gap between set up time and end of use by previous group for sanitizing purposes. Staff will be present during usage to ensure proper social distancing and that capacity is not exceeded

## Phase 3

- Assumes continuation of social distancing and further increase in the number of people in groups exempt from guideline
- The public will be given 3-7 days' notice of implementation of phase which shall occur on a Monday.



- Residents/guests will have their temperatures taken prior to entrance into facilities. Entrance will be denied for those above an acceptable reading.
- A maximum of two pools will be open
  - Restrictions on capacity will be relaxed to “light” but not eliminated
  - Capacity at pools will be the following:
    - #1: 108 people including staff (excluding other areas listed below)
      - Pavilion: 37 people (reservations only)
      - Picnic area: 59 people (reservations only)
      - Lakeside/behind the Lounge areas will be open but will not have its own capacity (i.e. folks from the pool and Lounge can go there but there will be limited furniture set out)
    - #2: 37 people including staff
    - #3: 37 people including staff
  - Residents/guests will be limited to 90 minutes at the pools if there is a waiting line
  - Group activities are allowed if proper social distancing is followed. Staff shall have discretion to halt specific group activities if proper social distancing is not followed.
  - Furniture will be spaced according to social distancing guidelines
- Golf Course will remain on reduced tee times and one person per cart rule will be relaxed (two people can ride in a single cart but golfers will have the option of riding separately if they elect)
- Pro Shop will continue to operate in a limited capacity basis
  - Members will continue to check in with Player Assistant
  - Entry will be limited to official business only
  - A maximum of 10 occupants and practiced social distance
  - Due to limited tee times, golfers will continue to be teamed up to complete a foursome
  - All picnic tables outside of the 19<sup>th</sup> Hole will be reinstalled and available for use with a maximum of 24 individuals allowed seated
- Administration Building remains open Monday through Thursday with a one-hour closure mid-day for sanitizing public areas
- Lounge and 19<sup>th</sup> Hole remain open under the following conditions
  - Relaxed reduced capacity and limited hours of operations
    - Lounge: (50% capacity or 60 people including staff)
    - 19<sup>th</sup> Hole (50% capacity or 51 people including staff) (Chairs will not be available on the porch)
  - No live music or entertainment
  - Lounge will only serve beverages and pre-packaged snacks
  - 19<sup>th</sup> Hole will not have kitchen service. Very basic food items will be available on a limited basis.
  - No Street Dances, Pasta Night or catering
- Meeting rooms usage
  - Use of Building A will be limited to 75 people with a minimum one-hour gap between set up time and end of use by previous group for sanitizing purposes. Staff will be present during usage to ensure proper social distancing and that capacity is not exceeded.
  - Use of Building D/E will be limited to 50 people with a minimum one-hour gap between set up time and end of use by previous group for sanitizing purposes. Staff will be present during usage to ensure proper social distancing and that capacity is not exceeded.
  - Building C, Pool Room and Administration Conference Room will remain closed.

#### **Phase 4**

- Assumes an end to social distancing
- The public will be given 3-7 days' notice of implementation of phase which shall occur on a Monday. Implementation of specific elements may be staggered depending upon conditions and staff.
- All pools will be open
  - Capacity at pools will be the following:
    - #1: 509 including staff in all areas within metal fencing excluding the inside of buildings
    - #2: 54 people including staff
    - #3: 54 people including staff
- Golf Course will go back to standard tee times and two-person per cart rule
  - Picnic tables will resume full capacity
- Pro Shop will resume normal operating procedures
- Administration Building resumes normal hours of operations
- Lounge and 19<sup>th</sup> Hole resumes full indoor capacity, regular hours of operations and live music and entertainment
  - Lounge:
    - 119 capacity including staff
    - Lounge will only serve beverages and pre-packaged snacks (lunch permanently discontinued)
  - 19<sup>th</sup> Hole
    - 102 capacity including staff
    - 19<sup>th</sup> Hole will resume kitchen service
    - Seating will be available on the porch
  - Street Dances, Pasta Night and Catering will resume when demand is present and events are profitable
- Meeting rooms usage
  - All rooms are open
  - Staff for crowd monitoring will be limited to Music Bingo and other events as needed.

## Board of Trustees

### Meeting Agenda Memo

Date: Friday, June 12, 2020

Title: **Steward Medical Group Proposed Land-Lease**

Section & Item: 8.B

Department: Shopping Center

Fiscal Impact: Proposed \$9,000 per year rent (plus reimbursement for real estate taxes and insurance)

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

Attachments: 66378.00 Conceptual Site Plan, Barefoot Bay Ground Lease  
LOI\_update\_4.27 (002), AC20-2182 Revised Barefoot Bay, Feb 25  
2020 BOT meeting minutes\_signed

Reviewed by  
General

Counsel: Yes

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



#### Requested Action by BOT

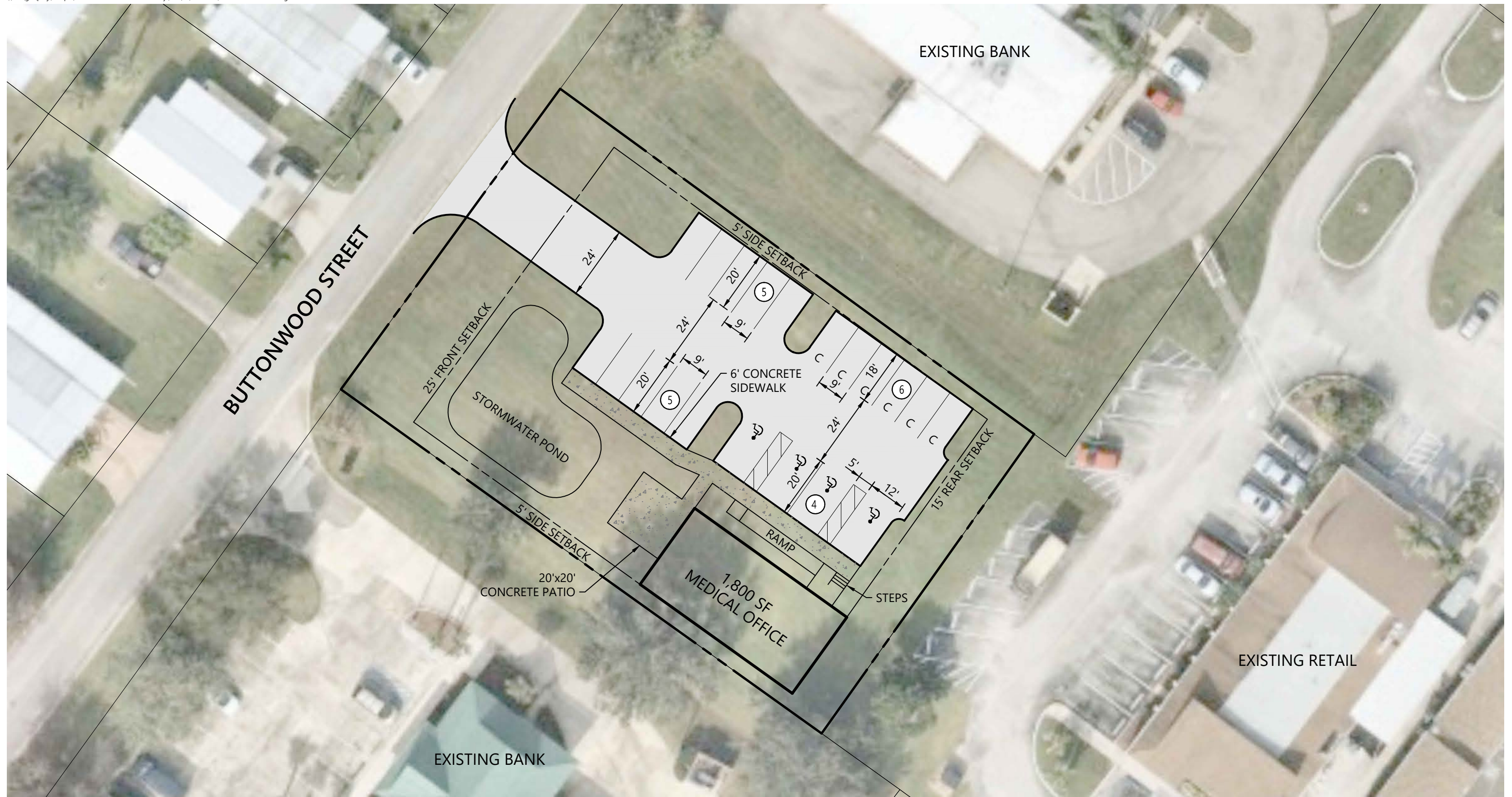
Review of proposal and direction to staff.

#### Background and Summary Information

On February 4, 2020, the BOT held a Townhall Meeting with Steward Medical Group (SMG) representatives to review their proposal to contract for a land-lease with BBRD so they could construct a modular walk-in clinic. On February 25, 2020, SMG submitted a proposed conceptual ground lease (\$6,597.90/year based on valuation of \$73,310.00) and a revised feasibility study. At said meeting the BOT instructed staff to obtain an appraisal of the parcel's value and for SMG to develop an informal site plan prior to bringing the subject back to the BOT for consideration.

As attached, BBRD received the results of an independent appraisal which indicated a valuation of \$100,000.00 for the parcel. Subsequently, SMG submitted a revised proposal and revised conceptual site plan (as attached). The revised proposal now lists a \$9,000.00 per year lease payment. The revised site plan shows a 1,800 square foot building, and 18 parking spaces with ingress and egress off of Buttonwood Street.

Daniel Knell, Market President, Florida (Steward Healthcare) will be available to answer any questions Trustees may have about the proposal.

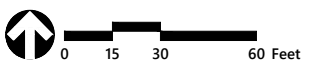


# Conceptual Site Plan

## Proposed 1,800 SF Medical Office

### Barefoot Bay, Florida

Source: **Aerial Imagery and GIS**  
Prepared for: **Discussion**  
Date: **May 2020**







Steward Health Care  
1900 N Pearl Street, Suite 2400  
Dallas, TX 75201  
F: 469-341-8997  
[www.steward.com](http://www.steward.com)

---

April 27, 2020

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

**RE: Ground Lease for new modular medical clinic  
825 Hawthorn Circle, Barefoot Bay, FL 32976**

Honorable Board of Directors:

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

**Landlord:** Barefoot Bay Recreation District  
625 Barefoot Blvd.  
Barefoot Bay, FL 32796

**Tenant:** Steward Medical Group  
c/o Steward Health Care, LLC  
1900 Pearl Street, Suite 2400  
Dallas, Texas 75201  
Attn: Christy Pennington-Deputy General Counsel-Real Estate

**Leased Premises:** Approximately .51 acre lot with a legal description of Barefoot Bay Unit 2 Part 11 part of tract B as described in exhibit A Orb 3684 Pg 2999: Tax parcel ID 30-38-10-JT-B.3 – Tax Assessed value \$73,310

See attached, Exhibit “A”

**Term:** The Term of the Lease shall be five (5) years

**Extension Term(s):** Tenant shall be granted two (2) options to renew the subject Lease for five (5) years each by delivering written notice of such to Landlord no less than 90 days prior of Lease Expiration.

**Rent:** **Tenant is willing to pay an annual rental rate equal to 9% (\$9,000) of the appraised value of the total land area needed as defined by the Tuttle-Armfield-Wagner Appraisals & Research Inc appraisal report dated March 30, 2020**

**Operating Expenses:** Tenant shall be responsible for reimbursing Landlord for Real Estate taxes, insurance on the leased premises.



Steward Health Care  
1900 N Pearl Street, Suite 2400  
Dallas, TX 75201  
F: 469-341-8997  
[www.steward.com](http://www.steward.com)

---

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

**Improvements:** Tenant shall take the Leased Premises in “AS IS” condition with the exception of Landlord providing a temporary construction easement for the purposes of Tenant bringing utility service to the Lease Premises. Tenant will be required to construct a paved parking area on the leased premises.

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

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

Sincerely,

**Brad Hardy**  
**National Director Corporate Real Estate**

Barefoot Bay Recreational District

By: \_\_\_\_\_

Title: \_\_\_\_\_

**Exhibit “A”**



Steward Health Care  
1900 N Pearl Street, Suite 2400  
Dallas, TX 75201  
F: 469-341-8997  
[www.steward.com](http://www.steward.com)



Barefoot Bay  
Proposed Clinic  
Site Plan  
2/14/20



**TUTTLE ARMFIELD WAGNER**  
**APPRAISAL & RESEARCH, INC.**

**REAL ESTATE APPRAISAL REPORT  
OF 0.51-ACRES VACANT COMMERCIAL LAND  
LOCATED:  
ALONG THE EAST SIDE OF BUTTONWOOD STREET,  
BAREFOOT BAY, BREVARD COUNTY, FL 32976**

**Prepared For:**

Mr. John Coffey,  
Community Manager  
Barefoot Bay Recreation District  
625 Barefoot Blvd  
Barefoot Bay, FL 32976

**Effective Date of the Appraisal:**

March 18, 2020

**Date of the Report:**

March 30, 2020

**Prepared by:**

TUTTLE-ARMFIELD-WAGNER APPRAISAL & RESEARCH, INC.  
Matthew W. Jehs, MAI, Cert. Gen. RZ2806  
Andrew Grossmann, Cert. Gen. RZ3099

File Name: AC20-2182



# Tuttle-Armfield-Wagner Appraisals & Research, Inc.

111 W. New Haven Avenue, Melbourne, FL 32901

*Matthew W. Jehs, MAI, Cert Gen RZ2806*  
*Email: [taw@t-a-w.com](mailto:taw@t-a-w.com)*  
*Phone: (321) 723-7010*

*Gary DiGiacomo Cert Gen RZ1630*  
*Email: [tawres@t-a-w.com](mailto:tawres@t-a-w.com)*  
*Fax: (321) 723-4375*

March 30, 2020

Mr. John Coffey,  
Community Manager  
Barefoot Bay Recreation District  
625 Barefoot Blvd  
Barefoot Bay, FL 32976

Re: Real Estate Appraisal Report of 0.51 acres vacant commercial land located along the east side of Buttonwood Street, just south of Barefoot Blvd, Barefoot Bay, Brevard County, FL 32976 File Name: AC20-2182

At your request, we have prepared an appraisal for the above referenced property. The subject property is legally described in the accompanying report, of which this letter is hereby made a part of and incorporated therein. This report is for your exclusive use and we are not responsible for any unauthorized use.

This is an Appraisal Report as defined by Uniform Standards of Professional Appraisal Practice under Standards Rule 2-2(a). As such, it presents summary discussions of the data, reasoning, and analyses that were used in the appraisal process to develop the opinion of value. Supporting documentation concerning the data, reasoning, and analyses is retained in our file.

The subject is a 0.51-acre vacant commercial lot zoned BU-1-A, Restricted Neighborhood Retail Commercial by Brevard County. The subject lot has an underlying future land use designation of NC, Neighborhood Commercial. The lot is situated between two lots currently developed with two small banks. Adjoining to the south of the subject lot is a small neighborhood shopping center, and to the north is single-family manufactured homes as is typical within the surrounding community of Barefoot Bay.

The subject does not have an assigned physical address and is located along the east side of Buttonwood Street, just south of Barefoot Blvd, Barefoot Bay, Brevard County, FL 32976. The property is further identified as Brevard County Property Appraiser Parcel ID: 30-38-10-JT-B.3.

At the request of the client, the purpose of this appraisal is to estimate the Current Market Value of the subject property's Fee Simple estate in its "As Is" condition, effective March 18, 2020.

March 30, 2020  
Mr. John Coffey  
Page 2

This letter of transmittal is not an appraisal report; however, the attached report sets forth the data, research, and analyses that support our value conclusions. Based on the appraisal described in the accompanying report, subject to the Limiting Conditions and Assumptions, we have made the following value conclusion:

The Current, As Is Market Land Value of the Fee Simple estate of the property,  
as of March 18, 2020, is:

**One Hundred Thousand Dollars,  
\$100,000**


Please reference Page 6 of this report for important information regarding the Limiting Conditions and Assumptions; Page 9 for Extraordinary Assumptions, and Page 11 for scope of research and analysis for this appraisal, including property identification, inspection, highest and best use analysis and valuation methodology. Acceptance of this report constitutes an agreement with these conditions and assumptions.

We certify that we have no present or contemplated future interest in the property beyond this estimate of value. The appraiser has not performed any prior services regarding the subject within the previous three years of the appraisal date.

This appraisal is intended for the use of our client, Mr. John Coffey with Barefoot Bay Recreation District, and is intended only for use by them in estimating the market value of the Fee Simple estate of the subject property. Parties who receive a copy of this report do not become a party to the appraiser-client relationship and do not become intended users of this report unless the parties were specifically identified as such at the time of the engagement for services.

We believe you will find this report to be self-explanatory; however, you are invited to contact us should you have any questions or require further information relative to this matter.

Respectfully submitted,  
Tuttle-Armfield-Wagner Appraisal & Research, Inc.

  
Matthew W. Jehs, MAI  
Cert Gen RZ2806

  
Andrew J. Grossmann  
Cert Gen RZ3099

## TABLE OF CONTENTS

SUMMARY OF IMPORTANT FACTS AND CONCLUSIONS .....	5
LIMITING CONDITIONS AND ASSUMPTIONS.....	6
EXTRAORDINARY ASSUMPTIONS .....	9
HYPOTHETICAL CONDITIONS .....	9
IDENTIFICATION OF SUBJECT .....	10
PURPOSE OF THE APPRAISAL.....	10
CLIENT.....	10
INTENDED USE AND USER OF APPRAISAL.....	10
OWNER OF RECORD AND SALES HISTORY .....	11
LEGAL DESCRIPTION .....	11
SCOPE OF WORK .....	13
NEIGHBORHOOD ANALYSIS .....	16
ZONING MAP .....	27
ZONING.....	28
ASSESSMENT AND TAXES .....	30
PROPERTY DESCRIPTION.....	31
SUBJECT PHOTOGRAPHS .....	35
HIGHEST AND BEST USE.....	36
MARKET ANALYSIS .....	43
VALUATION METHODOLOGY .....	48
LAND VALUATION -- SALES COMPARISON APPROACH.....	49
CERTIFICATION.....	63
ADDENDA .....	64
DEFINITIONS .....	65
PROFESSIONAL QUALIFICATIONS.....	67

## Summary of Important Facts and Conclusions

GENERAL	
<b>Subject Location:</b>	Vacant Land - 0.51 Acres. The subject does not currently have an assigned physical address and is located along the east side of Buttonwood Street, Barefoot Bay , Brevard County, FL 32976
<b>Owner:</b>	Barefoot Bay Recreation District
<b>Tax Identification:</b>	30-38-10-JT-B.3
<b>Effective Date of Value:</b>	March 18, 2020
<b>Inspection Date:</b>	March 18, 2020
<b>Date of Report:</b>	March 30, 2020
<b>Intended Use:</b>	The clients will rely upon this appraisal for use in negotiation between two parties regarding purchase of the property rights of the subject property.
<b>Intended Users:</b>	The Intended user of the report is specifically identified as the client. Parties who receive a copy of this report do not become a party to the appraiser-client relationship and do not become intended users of this report unless the parties were specifically identified as such at the time of the engagement for services.
PROPERTY	
Gross Land Area:	0.51 acres; 22,216 square feet
Land Size Comment:	<p>There is no excess land applicable to this assignment.</p> <p>The subject is a 0.51-acre vacant commercial lot zoned BU-1-A, Restricted Neighborhood Retail Commercial by Brevard County. The subject lot has an underlying future land use designation of NC, Neighborhood Commercial. The lot is situated between two lots currently developed with two small banks. Adjoining to the south of the subject lot is a small neighborhood shopping center, and to the north is single-family manufactured homes as is typical within the surrounding community of Barefoot Bay.</p>
Zoning:	BU-1-A Restricted Neighborhood Retail Commercial
Future Land Use:	NC, Neighborhood Commercial
H&BU of the Site:	The H&BU of the subject is for commercial development.
VALUE INDICATION	
Value Type:	<b>Market Land Value</b>
Value Conclusion	<b>\$100,000 (Land Value)</b>
Effective Date	March 18, 2020
Property Rights	Fee Simple

## **Limiting Conditions and Assumptions**

1. Acceptance of and/or use of this report constitutes acceptance of the following limiting conditions and assumptions; these can only be modified by written documents executed by both parties.
2. The values given in this appraisal report represent the opinion of the signers as to the values as of the dates specified herein. Values of real estate are affected by an enormous variety of forces and conditions which will vary with future conditions, sometimes sharply within a short time. Responsible ownership and competent management are assumed.
3. This appraisal report covers the premises herein described only. Neither the figures herein nor any analysis thereof, nor any unit values derived therefrom are to be construed as applicable to any other property, however similar the same may be.
4. It is assumed that the title to said premises is good; that the legal description of the premises is correct; that the improvements are entirely and correctly located on the property; but no investigation or survey has been made, unless so stated.
5. The value given in this appraisal report is gross, without consideration given to any encumbrance, restriction or question of title, unless so stated.
6. Information as to the description of the premises, restrictions, improvements and income features of the property involved in this report is as has been submitted by the applicant for this appraisal, or has been obtained by the signer hereto. All such information is considered to be correct; however, no responsibility is assumed as to the correctness thereof unless so stated in the report.
7. Possession of any copy of this report does not carry with it the right of publication, nor may it be used, or relied upon, for any purpose by anyone other than the client without prior written authorization of the client and identified as such herein, and in any event, only in its entirety. Parties who receive a copy of this report as a consequence of disclosure requirements applicable to our client do not become a party to the appraiser-client relationship and do not become intended users of this report unless the parties were specifically identified as such by our client at the time of engagement for services.
8. Neither all nor part of the contents of this report shall be conveyed to the public through advertising, public relations, news, sales or other media, without the written consent of the author; particularly as to the valuation conclusions, the identity of the appraiser or the firm with which he is connected, or any reference to the Appraisal Institute, or to the SRA or MAI designations.
9. The appraiser herein, by reason of this report is not required to give testimony in court or attend hearings, with reference to the property herein appraised, unless arrangements have been previously made therefore.

10. The Contract for the appraisal of said premises is fulfilled by the signer hereto upon the delivery of this report duly executed.
11. It is assumed that there is full compliance with all applicable federal, state, and local environmental regulations and zoning laws unless noncompliance is stated, defined and considered in the appraisal report. Necessary licenses, permits, consents, legislative or administrative authority from any local, state or Federal government or private entity are assumed to be in place or reasonably obtainable.
12. The appraiser assumes that there are no hidden or unapparent conditions of the property, subsoil, or structures, which would render it more or less valuable. The appraiser assumes no responsibility for such conditions, or for engineering which might be required to discover such factors. The appraiser does not consider mineral rights.
13. All data relating to land sales, improved property sales, and comparable rentals used in this report are considered to be proprietary; that is, owned by Tuttle-Armfield-Wagner. It is provided to the client for use within this report only. Any other use or distribution of this data without the prior written consent of Tuttle-Armfield-Wagner is specifically prohibited.
14. An environmental assessment was not provided for use in this assignment. No evidence of contamination was observed during our inspection, nor did we note the presence of commonly known toxic chemicals/hazardous materials. Nonetheless, we are not qualified to inspect/evaluate a site for potential hazards or contamination. Therefore, lacking contrary information, we assume that no contamination or environmental hazards exist that would adversely affect the subject utility and/or market value. Accordingly, the market value estimate contained herein is based on the accuracy of this assumption (subject to verification via a current environmental assessment as conducted by a duly qualified environmental scientist or engineer).
15. There are no proposed judgments or pending or threatened litigation that could affect the value of the property.
16. If the property is subject to one or more leases, any estimate of residual value contained in the appraisal may be particularly affected by significant changes in the condition of the economy, of the real estate industry, or of the appraised property at the time these leases expire or otherwise terminate.
17. No consideration has been given to personal property located on the premises or to the cost of moving or relocating such personal property; only the real property has been considered.

18. The current purchasing power of the dollar is the basis for the value stated in our appraisal; we have assumed that no extreme fluctuations in economic cycles will occur.
19. The value found herein is subject to these and to any other assumptions or conditions set forth in the body of this report but which may have been omitted from this list of Assumptions and Limiting Conditions.
20. Information, estimates and opinions are verified where possible, but cannot be guaranteed. Maps and plans provided are intended to assist the client in visualizing the property; no other use of these plans is intended or permitted.
21. Unless stated herein, the property is assumed to be outside of areas where flood hazard insurance is mandatory. Maps used by public and private agencies to determine these areas are limited with respect to accuracy. Due diligence has been exercised in interpreting these maps, but no responsibility is assumed for misinterpretation.
22. It is assumed there are no encroachments, easements or other restrictions which would affect the subject property, unless otherwise stated.
23. This appraisal is to be used only for the purpose stated herein. While distribution of this appraisal in its entirety is at the discretion of the client, individual sections shall not be distributed; this report is intended to be used in whole and not in part.
24. The Americans with Disabilities Act (ADA) became effective January 26, 1992. We have not made a specific survey or analysis of this property to determine whether the physical aspects of the improvements meet the ADA accessibility guidelines. In as much as compliance matches each owner's financial ability with the cost to cure the non-conforming physical characteristics of a property, we cannot comment on compliance to ADA. Given that compliance can change with each owner's financial ability to cure non-accessibility, the value of the subject does not consider possible non-compliance. Specific study of both the owner's financial ability and the cost to cure any deficiencies would be needed for the Department of Justice to determine compliance.

## **Extraordinary Assumptions**

An assumption is a statement or condition which is presumed or assumed to be true and from which a conclusion can be drawn. An extraordinary assumption is an assumption which if found to be false could alter the resulting opinion or conclusion. We note that the use of the following Extraordinary Assumptions might have an effect on assignment results if later found out to be untrue or faulty.

1. We were not provided with an Environmental Survey report addressing potential contaminants or hazards. No adverse environmental conditions on the subject site were reported to the appraisers, and we assume the site is free and clear of environmental hazards. Please reference Limiting Conditions and Assumptions.
2. A current professional title search was not available for our use in this assignment. Therefore, we assume that no easements, encroachments, or deed restrictions exist which would adversely affect the subject utility and hence market value, other than as described herein.
3. We have relied on the legal description and acreage (0.51 acres) as reported by the Brevard County Property Appraiser.

## **Hypothetical Conditions**

A Hypothetical Condition is a condition directly related to an appraisal assignment, which is contrary to what is known to the appraiser to exist on the effective date of the assignment results but is used for the purpose of analysis. Hypothetical Conditions are contrary to known facts about physical, legal, or economic characteristics of the subject property; or about conditions external to the property, such as market conditions or trends; or about the integrity of data used in an analysis (USPAP 2018-2019).

There are no Hypothetical Conditions applicable to this assignment.



## **Identification of Subject**

The subject is a 0.51-acre vacant commercial lot zoned BU-1-A, Restricted Neighborhood Retail Commercial by Brevard County. The subject lot has an underlying future land use designation of NC, Neighborhood Commercial. The lot is situated between two lots currently developed with two small banks. Adjoining to the south of the subject lot is a small neighborhood shopping center, and to the north is single-family manufactured homes as is typical within the surrounding community of Barefoot Bay.

The subject does not have an assigned physical address and is located along the east side of Buttonwood Street, Barefoot Bay, Brevard County, FL 32976. The property is further identified as Brevard County Property Appraiser Parcel ID 30-38-10-JT-B.3.

## **Purpose of the Appraisal**

At the request of the client, the purpose of this appraisal is to estimate the Current Market Value of the subject property's Fee Simple estate, effective March 18, 2020. Market Value and "Fee Simple" interest is defined in the Addendum.

## **Client**

This appraisal report has been prepared for the Barefoot Bay Recreation District to the attention of Mr. John Coffey, Community Manager at 625 Barefoot Blvd, Barefoot Bay, FL 32976.

## **Intended Use and User of Appraisal**

The Intended user of the report is specifically identified as the client. Parties who receive a copy of this report do not become a party to the appraiser-client relationship and do not become intended users of this report unless the parties were specifically identified as such at the time of the engagement for services.

The clients will rely upon this appraisal for use in negotiation between two parties regarding purchase of the property rights of the subject property. No one other than the named client or any other party not identified as an intended user should use or rely on this appraisal for any purpose. Such parties are advised to obtain an appraisal from an appraiser of their own choosing if they require an appraisal for their own use.

## Owner of Record and Sales History

The Brevard County Property Appraiser's Record Card indicates current ownership of the subject site is listed as Barefoot Bay Recreation District, 625 Barefoot Blvd, Barefoot Bay, FL 32976. The BCPA does not list any sales history of the property in recent years. It appears the property has been held under current ownership for well over a decade.

## Existing Leases, Rentals, Easements, or Use Agreements

There are no known leases, rentals, or use agreements related to the subject site.

## Legal Description

We have relied on the legal description as reported by the Brevard County Property Appraiser as follows:

Barefoot Bay Unit 2 Part 11 Part Of Tract B As Desc In Exhibit A In Orb 3684 Pg 2999

## Aerial Photograph / Parcel Map



## Brevard County Property Appraiser Parcel Map



## Aerial Photograph (Eagle View)



## Scope of Work

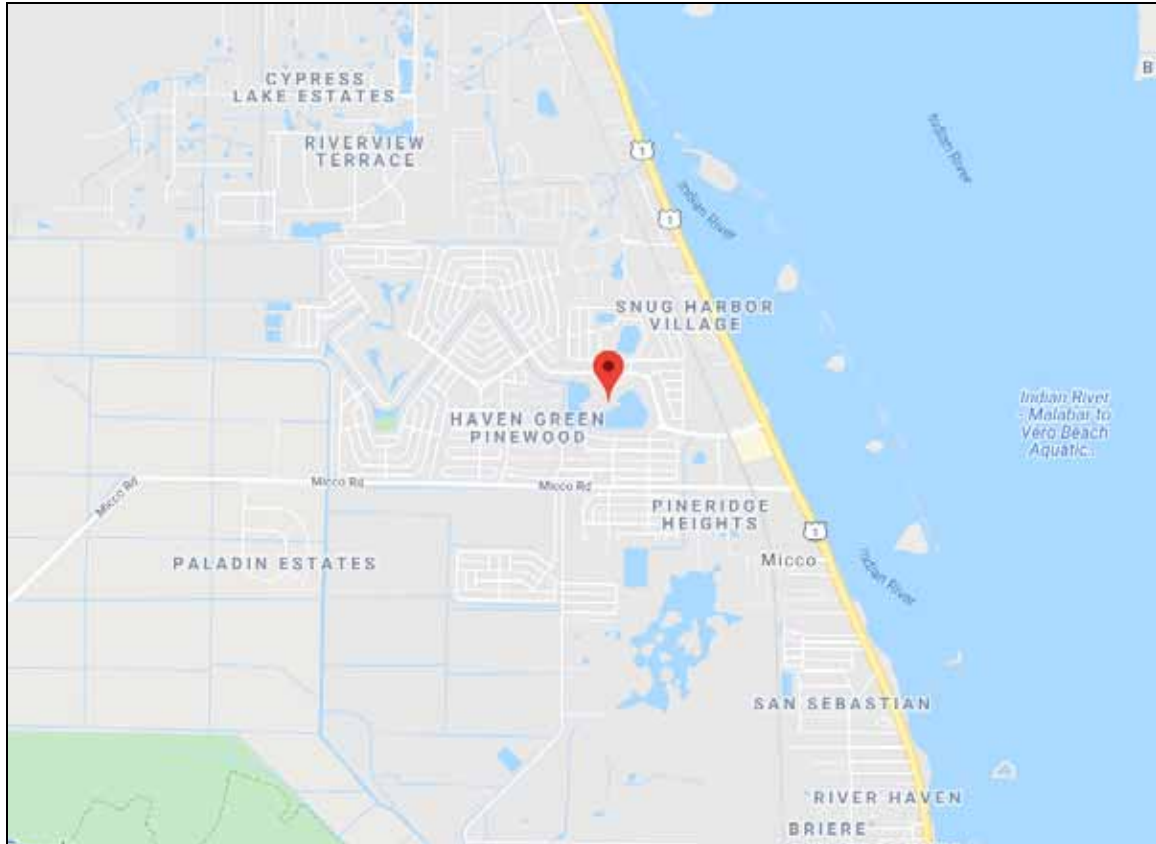
According to the Uniform Standards of Professional Appraisal Practice, it is the appraiser's responsibility to develop and report a scope of work that results in credible results that are appropriate for the appraisal problem and intended user. Therefore, the appraiser must identify and consider:

- the client and intended users of the report as well as the intended use;
- assignment conditions;
- typical client expectations; and
- typical appraisal work by peers for similar assignments.

SCOPE OF WORK	
Report Type:	This is an Appraisal Report as defined by Uniform Standards of Professional Appraisal Practice under Standards Rule 2-2(a). As such, it presents summary discussions of the data, reasoning, and analyses that were used in the appraisal process to develop the opinion of value. Supporting documentation concerning the data, reasoning, and analyses is retained in our file.
Property Identification:	The subject has been identified by the assessors' parcel number, legal description, and address.
Inspection:	An inspection of the subject property has been made, with photographs.
Zoning:	A review of zoning and applicable land use controls has been made.
Market Area and Analysis of Market Conditions:	The subject marketing area and surrounding neighborhoods within Brevard County were examined in order to determine factors that significantly affect the subject property. Local land use policies, community support facilities, traffic patterns, demographics, and development trends are presented.
Highest and Best Use Analysis:	An 'As Vacant' and 'As Improved' H&BU analysis for the subject has been made. Physically possible, legally permissible and financially feasible uses were considered, and the most reasonably probable and maximally productive use was concluded.

SCOPE OF WORK	
Data Collection/Verification:	The appraiser maintains a comprehensive database for this market area and has reviewed the market for sales, rentals and listings relevant to this analysis. In addition, market data acquired in the course of previous appraisal work is retained in the appraiser's work files. Other sources include, but are not limited to the following: Multiple Listing Services, public records, interviews with brokers, buyers, and sellers, appraisal files, published articles and surveys. Information pertaining to this data was verified by one or more parties involved with, or having reliable knowledge of, each individual transaction when possible.
<u>Valuation Analyses</u>	
Cost Approach:	A cost approach was not applied as the subject is vacant land and this method does not accurately reflect market participant actions.
Sales Comparison Approach:	A sales comparison approach was applied as there is adequate data to develop a land value estimate and this approach would be considered by most market participants for this property type.
Income Approach:	An income approach was not applied as the subject is vacant land and this method does not accurately reflect market participant actions.
Comments	The employed methods and level of analysis provides a credible value conclusion for the subject property.
Competency Comment:	The person(s) signing this report are licensed to appraise real property in the state the subject is located. They affirm they have the experience, knowledge, and education to value this type property. They have previously appraised similar real estate.

## Location Map (Neighborhood)



## **Neighborhood Analysis**

The property is located in the unincorporated retirement community of Barefoot Bay within South Brevard County. Though the properties in this area of the County have an assigned postal address for the community of Barefoot Bay, it is in an unincorporated area of Brevard County. The South Brevard County area is located on the coast of east central Florida, about 1.5-hour drive south of the Kennedy Space Center, and 1-1/2 hours due east of Disney World. The nearest incorporated City is Sebastian to the south, across the county line and in Indian River County. As such, the neighborhood is influenced both by south Brevard and north Indian River County communities and demographics.

Major neighborhood influences consist of:

- The Sebastian Inlet and Indian River Lagoon.
- The communities of Grant-Valkaria, Micco-Barefoot Bay, and Sebastian
- U.S. Highway 1 traffic patterns

## **Influencing Communities In Brevard County**

### **Barefoot Bay/Micco:**

A large manufactured home community is located in the central section of the neighborhood. This community known as “Barefoot Bay” encompasses some 1,000+ acres of developed land running west from U.S. Highway One along Micco Road. Barefoot Bay is an established “lifestyle” manufactured home community offering golf and recreational amenities. The population of this community is over 15,000 people. Barefoot Bay was developed in phases beginning almost 30 years ago and is the largest manufactured home community in the county. The community is built-out.

Barefoot Bay includes a golf course, a number of recreation buildings, three swimming pools, neighborhood churches, library, various banks, and other retail and service uses. Micco Road splits Barefoot Bay with the largest portion of the community north of the road. The subject is located in the central portion of this section.

### **Surrounding Manufactured Home Sales**

The subject property is surrounded by manufactured homes as is typical in the subject neighborhood. The typical manufactured home in the neighborhood ranges in size between 1,000 sq. ft. and 1,500 sq. ft. situated on small 50-foot lots. The median sale price in the neighborhood as reported by the Spacecoast MLS is approximately \$125,000.



## Surrounding Manufactured Home Sales – MLS Market Trends



The eastern portion of Micco Road provides very limited supporting retail, office and service type businesses, heavily patronized by area residents. There is a larger shopping center located off the west side of US Highway One, and at the south side of Barefoot Bay Boulevard. This retail center is anchored by a Winn-Dixie supermarket and is the only major grocery store chain between Palm Bay and Sebastian.

### Snug Harbor

Snug Harbor is located on the north side of Barefoot Bay. It is a smaller project than Barefoot Bay and has been converted to condominium ownership. The project has a total of 490 home sites. Amenities consist of a clubhouse, a heated pool, tennis courts, and shuffleboard courts. Other such projects include Riverview Mobile Villa and River Grove Mobile Home Village.



**Little Hollywood**

Little Hollywood is an unincorporated area located along the southern boundary of Brevard County (south of Barefoot Bay), on the north bank of the St. Sebastian River. For the most part improvement age is from new to 25+ years. The riverfront lots are mostly upscale redevelopment homes and inland residences are far more modest. Close to US Highway One development along the river consists of boat basins, marinas and other water related activities. The San Sebastian marina is located in this community on the St. Sebastian River.

**Grant/Valkaria**

Grant-Valkaria is a town in Brevard County, Florida, south of Melbourne between Palm Bay and Barefoot Bay. Grant-Valkaria was incorporated as a town on July 25, 2006 by joining the two previously unincorporated communities of Grant and Valkaria. The boundaries of the Town include 100 square miles bordered to the north by Malabar, to the west by Babcock Road, the south by unincorporated Micco and on the east by the Indian River, including Grant Island Farm and several small islands.

The majority of the residential development within this area consists of rural residences constructed on one to five-acre homesites, most serviced by individual well and septic systems. This neighborhood contains very low densities and is dominated by large tracts of vacant land, older citrus groves and improved pasture.

Local residents of Grant-Valkaria are proactive when considering maintaining their current rural atmosphere and any proposed developments in the neighborhood which may appear to threaten that lifestyle. For this reason, growth in the Grant/Valkaria area has been moderate for residential use in recent years. Attempts by developers to rezone land or obtain permitting in the market area from lower density zoning to a higher density for single family development has been largely unsuccessful. The predominant citizen movement towards incorporating was largely an effort to control growth in the area.

**Influencing Communities - Indian River County**

To the south, Indian River County has 5 incorporated municipalities and 10 census designated unincorporated neighborhoods. Approximately 65% of the population resides in unincorporated districts. This is followed by 16% in Sebastian (most populous city) and 13% in Vero Beach with the balance in Fellsmere, Indian River Shores, and Orchid. Because of its location Sebastian, Vero Beach, and unincorporated area market influences affect the subject property.

**Roseland/Sebastian:**

The closest significant build-up of shopping facilities is in Sebastian and in Roseland. Much of the population for Indian River County is concentrated along the Indian River, while the western portion of the county is heavily influenced by the St. John's River and Blue Cypress Lake. As a result, there is an obvious transition of housing and population density extending from east to west. Most of the waterfront land has been developed and any new activity is typically accomplished through demolition of improvements that have expended their utility.

The Sebastian waterfront uses consists of single-family homes, restaurants, multi-family condos/townhouses, hotel/motels, and marine related facilities. Across the more general landscape of Sebastian are commercial retail and offices, medical facilities, and numerous subdivisions.

Roseland is in the northernmost unincorporated area of Indian River County. Commercial properties include a Super Wal-Mart, a plaza anchored by a Publix and a number of other commercial properties, including retail and office commercial, auto repair facilities, hotels and motels, service stations, etc.

Sebastian Hospital is also located in the Roseland area. This privately owned hospital serves northern Indian River County and southern Brevard County. Major facilities are also located in Vero Beach, which is about 15 miles to the south and the Palm Bay/Melbourne area, which is about 20 miles to the north.

***Note: Sebastian is the nearest primary market area providing the majority of the shopping options as well as professional and medical-related services to the residents of Barefoot Bay.***

## **Proposed Developments**

### ***Emerald Lakes***

Emerald Lakes is an Urbanist inspired mixed-use community located south of Grant Road and north of Micco Road. The new development encompasses approximately 1,560-acres with a focus on a strong sense of community. The master planned community will provide over 3,700 traditional residential units, 700 hotel rooms and 2.8 million square feet of commercial and retail space.

Mixed-use residential will primarily be located in the northeast quadrant of the community. The area will include single and multi-family dwellings, as well as a 55+ Resort Style community, with usable parks, retail and desirable amenities within a short commute.

There will be a walkable downtown area with urban residential housing conveniently located near entertainment complexes, educational campuses, medical and professional offices located in the Southwest quadrant.

The Business and Technology park will encompass 200-acres of the Southeast side of the development. This area will contain a high concentration of hi-tech business, research organizations and manufacturing facilities.

Economically, Emerald Lakes is expected to have a significant impact on the surrounding areas. The planned development is expected to directly support over 11,000 jobs annually with an additional 6,500 full-time jobs within Brevard County.



## Linkages and Transportation Patterns

The primary north-south highway through the east side of Brevard and Indian River County is U.S. Highway 1 while the dominate highway on the west side of the counties is Interstate 95.

U.S. Highway 1 is a four-lane divided highway that traverses all of Brevard and Indian River Counties. Most recent traffic counts indicate 16,390 cars per day east of the subject location. Traffic counts along Micco Road (south of the subject) indicate 8,060 cars per day.

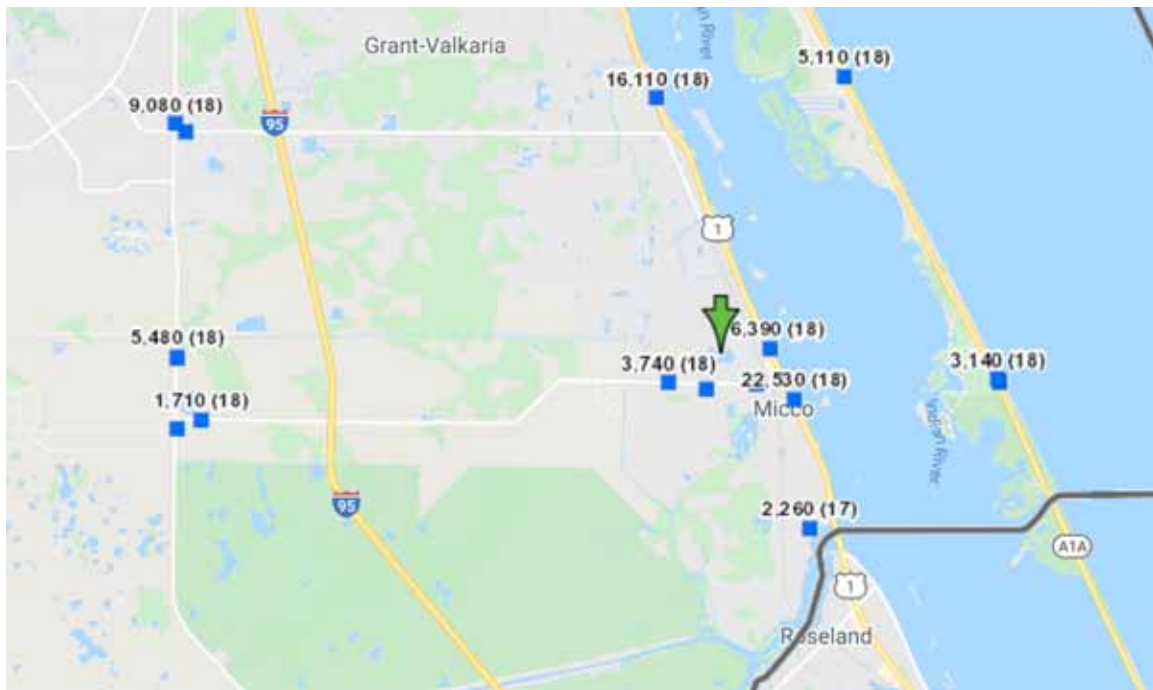
Interstate 95 (I-95) is the main highway on the East Coast of the United States, paralleling the Atlantic Ocean from Maine to Florida. Interstate 95 is the primary limited access highway within Brevard County. It extends in a north/south direction throughout the county and the east coast of Florida. South Brevard currently contains five interchanges, of which two (Palm Bay Road and Malabar Road) are located in Palm Bay. Malabar Road is currently the southernmost interchange in the county, and the next one to the south is 20 miles away in Indian River County.

East/west access to the subject's neighborhood is provided by Micco Road and Grant Road (via Old Dixie Highway and 1st Street). Micco Road is a collector that extends from US Highway One, about 7.5 miles west, to Babcock Street. This is a major connector between Babcock Street and US One. Most of the traffic on this road is in the eastern portion where it travels through by Barefoot Bay.

To the south, the main east-west arterials are Roseland Road and C.R. 512. Roseland Road is a two lane, primarily commuter roadways with limited commercial development. C.R. 512 is the main commercial corridor which features multiple shopping centers, strip centers, and public service buildings. A number of residential subdivisions are located along these thoroughfares.

The Melbourne International Airport (MIA) is located about 20 miles north from the subject, while the Orlando International Airport (OIA) is located approximately 75 miles northwest; travel time is about 10 minutes to MIA and one hour to OIA, depending on traffic conditions.

Public Transportation is provided by Space Coast Area Transit and provides access along U.S. Highway 1. Connecting routes allow access to all of Brevard County. The local market perceives public transportation as poor compared to other market areas in the region. However, the primary mode of transportation in this area is the personal automobile.



### St. John's Heritage Parkway

The St. John's Heritage Parkway is located in the western portion of the market area. When completed it will wrap around the southern and western portion of Palm Bay and extend into the western part of West Melbourne and Melbourne. This will be a 40-mile roadway. It has been planned for more than a decade and is a joint venture between these cities, Florida DOT, some area developers, and Brevard County. It is expected to help to alleviate traffic in these cities as well as improve hurricane evacuation and become a part of an expanded Central Florida network to meet regional growth. The controlled access roadway will feature four lanes in most segments. This project is also expected to enhance the development potential of adjoining and nearby properties.

Recently, the first phase of the St. John's Heritage Parkway was completed. This phase connects Malabar Road up to an extension of Emerson Road. The recent phase of development, which connects the existing northern terminus up to US 192 was just completed and opened in late 2017. It is anticipated that this parkway will significantly change the traffic patterns in the western Palm Bay area and land parcels within vicinity of this roadway will benefit from its convenient access to areas to the north. The City of Palm Bay will construct the St. Johns Heritage Parkway SE to connect the new interchange to Babcock Street near Davis Lane, and intersect Babcock Street approximately two miles south of the subject parcel just north of Micco Road.





# Proposed St. Johns Heritage Parkway



## Demographics

For demographic data, we have included a community profile of the subject neighborhood provided by ESRI, the endorsed GIS firm utilized by both the Appraisal Institute and CCIM members. ESRI makes credible forecasts for 2019 and 2024. The 5, 10 and 15-minute drive time was considered appropriate in this case. Population and income information for the 5, 10 and 15-minute drive time areas are shown on the following tables.

Census data reports that the median age in the neighborhood in 2019 was approximately 70 years old. Median household income was approximately \$35,000.

Due to the relatively built-out nature of the subject's immediate neighborhood, population growth during the next five years is expected to be relatively minimal.



**esri****Community Profile**Wells Fargo  
Drive Time: 5, 10, 15 minute radiiPrepared by Esri  
Latitude: 27.88688  
Longitude: -80.52425

	5 minutes	10 minutes	15 minutes
<b>Population Summary</b>			
2000 Total Population	5,985	9,083	14,052
2010 Total Population	6,071	9,094	14,550
2019 Total Population	6,557	9,875	16,253
2019 Group Quarters	0	3	19
2024 Total Population	6,916	10,441	17,339
2019-2024 Annual Rate	1.07%	1.12%	1.30%
2019 Total Daytime Population	5,719	9,375	16,907
Workers	456	1,840	5,121
Residents	5,263	7,535	11,786
<b>Household Summary</b>			
2000 Households	3,453	5,056	7,380
2000 Average Household Size	1.73	1.79	1.90
2010 Households	3,483	5,110	7,675
2010 Average Household Size	1.74	1.78	1.89
2019 Households	3,725	5,493	8,465
2019 Average Household Size	1.76	1.80	1.92
2024 Households	3,923	5,799	9,009
2024 Average Household Size	1.76	1.80	1.92
2019-2024 Annual Rate	1.04%	1.09%	1.25%
2010 Families	1,896	2,816	4,376
2010 Average Family Size	2.20	2.24	2.38
2019 Families	1,992	2,982	4,762
2019 Average Family Size	2.23	2.27	2.42
2024 Families	2,086	3,132	5,047
2024 Average Family Size	2.24	2.28	2.43
2019-2024 Annual Rate	0.93%	0.99%	1.17%
<b>Housing Unit Summary</b>			
2000 Housing Units	4,314	6,247	8,902
Owner Occupied Housing Units	74.2%	73.7%	73.3%
Renter Occupied Housing Units	5.8%	7.2%	9.6%
Vacant Housing Units	20.0%	19.1%	17.1%
2010 Housing Units	4,617	6,674	9,801
Owner Occupied Housing Units	68.1%	67.9%	66.9%
Renter Occupied Housing Units	7.4%	8.7%	11.4%
Vacant Housing Units	24.6%	23.4%	21.7%
2019 Housing Units	4,850	7,053	10,649
Owner Occupied Housing Units	68.6%	68.5%	68.2%
Renter Occupied Housing Units	8.2%	9.4%	11.3%
Vacant Housing Units	23.2%	22.1%	20.5%
2024 Housing Units	5,070	7,389	11,258
Owner Occupied Housing Units	69.5%	69.5%	69.3%
Renter Occupied Housing Units	7.9%	9.0%	10.8%
Vacant Housing Units	22.6%	21.5%	20.0%
<b>Median Household Income</b>			
2019	\$34,727	\$36,423	\$38,412
2024	\$37,532	\$39,674	\$42,538
<b>Median Home Value</b>			
2019	\$79,895	\$91,055	\$121,918
2024	\$92,085	\$116,866	\$163,335
<b>Per Capita Income</b>			
2019	\$24,427	\$25,694	\$26,869
2024	\$27,513	\$29,126	\$30,736
<b>Median Age</b>			
2010	68.2	66.4	62.6
2019	70.6	68.7	65.5
2024	71.4	69.8	67.2



## Neighborhood Summary and Conclusion

The subject neighborhood is dominated by the bedroom retirement community known as “Barefoot Bay”. Barefoot Bay is an established “lifestyle” manufactured home community offering golf and recreational amenities. The population of this community is over 15,000 people. Barefoot Bay was developed in phases beginning approximately 30 years ago and is the largest manufactured home community in the county. The community is largely built-out, however, surrounding areas are planned for substantial new development, including Emerald Lakes around the new I-9 interchange.

The subject neighborhood is in the stable stage of its life cycle. No adverse neighborhood conditions are known nor were any observed that would tend to preclude or severely limit the subject’s utilization according to its highest and best use as determined herein. In comparison to other areas in the region, the market area is rated as follows:

MARKET AREA ATTRIBUTE RATINGS	
<b>Highway Access</b>	Average
<b>Demand Generators</b>	Below Average (Low Pop. Density Outside of Barefoot Bay)
<b>Convenience to other supporting land uses</b>	Below Average (Most outside of Barefoot Bay)
<b>Convenience to Public Transportation</b>	Poor
<b>Employment Stability</b>	Average
<b>Police and Fire Protection</b>	Average
<b>General Appearance of Properties</b>	Average
<b>Appeal to Market</b>	Below Average
<b>Prices/Value Trend</b>	Increasing for Commercial and Residential

## Zoning Map



## Zoning

Requirements noted below are not intended to represent all applicable aspects of the ordinance. They do provide the reader with knowledge of general legal parameters.

LAND USE CONTROLS	
Zoning Code	BU-1-A Restricted Neighborhood Retail Commercial
Zoning Jurisdiction	Brevard County
Zoning Description	The BU-1-A restricted neighborhood retail commercial zoning classification encompasses lands devoted to limited retail shopping and personal services to serve the needs of nearby low-density residential neighborhoods.
Permitted Uses	Permitted Uses include the following: Administrative, executive and editorial offices. Art goods and bric-a-brac shops. Artists' studios. Bakery sales, with baking permitted on the premises. Banks and financial institutions. Barbershops and beauty parlors. Bookstores. Childcare center. Commercial schools offering instruction in dramatic, musical or other cultural activity. Computer sales, service and repair. Confectionery and ice cream stores. Contractor's offices; general contractor's administrative offices only, no outside storage or storage in open vehicles. Curio shops. Dental clinics. Dog and pet beauty parlors, with no outside kennels or runs. Drug and sundry stores. Florist shops. Foster homes. Gift shops. Group homes, levels I and II. Hat cleaning and blocking. Hobby shops. Interior decorating and draperies. Jewelry stores. Learning centers. Leather goods stores. Luggage shops. Mail order offices. Medical buildings and clinics. Messenger offices. Millinery stores. Music shops. Newsstands. Optical stores. Paint and wallpaper stores. Parks and public recreational facilities. Photographic studios. Professional offices. Resort dwellings. Shoe repair shops. Shoe stores. Single-family residence. Soft drink stands. Souvenir stores. Stationery stores. Tailor shops. Tea rooms. Tobacco stores. Wearing apparel stores.
Future Land Use	The Brevard County Comprehensive Plan classifies the subject as 'NC, Neighborhood Commercial'. The FLU designation is consistent with the zoning classification.
Minimum Lot Size	7,500
Max Building Height	45'
Minimum Lot Width	75'
Front Setback	50'
Rear Setback	25'
Side Yard Setback	5'

<b>LAND USE CONTROLS</b>	
Deed Restrictions/ Moratoriums	To our knowledge, there are no land use regulations other than zoning that would affect the property. Further, there is no moratorium on development.
Parking Requirements	<p>Various depending upon use.</p> <ul style="list-style-type: none"> <li>-General retail use requires one space per 250 sq. ft. of retail floor area.</li> <li>-Professional offices buildings (including medical, dental, and veterinarian): One space per 250 square feet of floor area.</li> <li>-Medical urgent care clinics: One space per 200 square feet of floor area.</li> </ul>
Entitlements:	We were provided no information by ownership that the subject site possesses any Entitlements which would affect the subject site. We assume that the subject does not have Entitlements in place which would significantly affect the value.

## Assessment and Taxes

REAL ESTATE ASSESSMENT AND TAXES										
Taxing Authority			Brevard County							
Assessment Year			2019							
ASSESSED VALUES										
Real Estate Assessment and Taxes										
Tax ID	Total Assessment	Millage Tax Rate	Ad Valorem Taxes	Non Ad Valorem	Taxes	2018 Assess	2017 Assess	Delta 2017	Delta Delinquent 2016 Taxes	
30-38-10-JT-	\$73,310	\$0.0000	\$0.00	\$142.00	\$483.00	\$73,310	\$66,650	0.00%	9.99%	\$0.00
Notes: The Brevard County Tax Collector's Office does not report delinquent taxes for the subject property.										
<b><i>NOTE: The subject is owned by a government entity and is not subject to Ad Valorem taxes. However, any private enterprise buyer of the subject should expect real estate taxes for both Ad Valorem and Non Advalorem after purchase.</i></b>										
Assessment Comments										
<p>The tax year runs from January 1st to December 31st. Real estate taxes in Brevard County are paid one year in arrears (2018 taxes are paid in 2019), and are due and payable November 1st of each year or as soon thereafter as the certified tax roll is received by the Tax Collector from the Property Appraiser.</p> <p>Properties in Brevard County are assessed Ad Valorem Taxes and Non-Ad Valorem Taxes. Ad valorem taxes, or real property taxes, are based on the value of such property. Non-ad valorem assessments are NOT based on value but are set amounts. The Non-Ad Valorem Taxes the subject is responsible for goes toward solid waste disposal and emergency medical services.</p> <p>According to Florida law, assessments are to be at ‘Full Just Value’. This term is generally held to be 100% Market Value, less reasonable costs of sales. It has been our experience, however, that assessments vary widely in relation to market value as defined in this report. Reassessments are annual based on a calendar year.</p>										
Delinquent Taxes:										
As of the date of report, according to the Brevard County Tax Collector, there are no delinquent real estate taxes.										

## Property Description

The following description is based on our property inspection, public records, and the information provided by the property's ownership.

SITE DESCRIPTION	
Location:	<p>The subject is 0.51 acres of vacant land and does not currently have an assigned physical address. The subject is located along the east side of Buttonwood Street, Barefoot Bay, FL 32976</p> <p>Latitude: 27.885539 Longitude: -80.513871</p>
Current Use:	Vacant Land.
Site Size Gross Area:	0.51 acres; 22,216 square feet
Source for Size:	Brevard County Property Appraiser (See Extraordinary Assumption regarding Source for Size)
Useable Land:	0.51 acres; 22,216 square feet
Site Size Analysis:	<p>Other than the setback ordinances required by zoning, we have been provided no information that any of the subject land is unusable. The total subject land area is typical for limited small scale neighborhood commercial use in the subject neighborhood.</p> <p>The subject's small size limits development options for the site. While the site size is large enough to accommodate some small-scale commercial uses, parking capacity and onsite retention (discussed below) will present some additional challenges to development in land planning for the site. Allowable maximum building size will depend largely on how much parking and onsite retention can be accommodated onsite. This will depend on what type of use is ultimately proposed for the site under current zoning and land development regulations.</p>
Configuration/Shape:	Roughly rectangular; the configuration/shape allows for full utilization/development of the site.
Road Frontage / Depth:	<p>The subject property has access with road frontage as follows:</p> <ul style="list-style-type: none"> <li>• Primary Road Frontage: 120 Feet on Buttonwood St</li> <li>• Secondary Road Frontage: N/A</li> <li>• Average Lot Depth: 186 Feet</li> </ul> <p>Buttonwood Street is a two-lane paved residential street that runs along the subject's west property boundary. Buttonwood Street connects to Barefoot Boulevard approximately 200' feet northeast of the subject property.</p>

View Amenity:	<p>Rating: Average</p> <p>Description: Currently, views from the subject's boundaries are of a bank use to the east and west, a small neighborhood shopping center to the south, and residential to the north.</p>
Access:	<p>Rating: Average</p> <p>Description: Access is possible via the subject's 120 feet of frontage along the east side of Buttonwood Street. Buttonwood Street is a two-lane paved residential street that runs along the subject's west property boundary. Buttonwood Street connects to Barefoot Boulevard approximately 200' feet northeast of the subject property.</p>
Exposure/Visibility:	<p>Rating: Below Average      Traffic Counts: Not Tracked</p> <p>Description: The site is visible along Buttonwood Street, a two lane paved residential street. The subject is located centrally within the retirement community of Barefoot Bay. However, the site's location behind a Wells Fargo bank, and along a residential street, limits exposure and visibility.</p>
Topography:	The subject has level topography at grade and no areas of wetlands.
Site Improvements:	The subject is vacant land. There are no site improvements.
Off-Site Improvements:	The off-site improvements consist largely of the improved roadways and municipal utilities.
Curb & Gutters:	There are curbs and gutter along the subject's property boundaries.

### Utilities Analysis:

	<b>Source</b>
<b>Public Electricity:</b>	Provided by FPL.
<b>Water Supply:</b>	City Water
<b>Sewer Supply:</b>	City Sewer
<b>Overall Rating:</b>	Utilities are typical of the surrounding properties and allow for the adequate use of the subject property. All utilities and services are provided at rates and with efficiency comparable to the surrounding neighborhood and area in general.

Flood Zone:	<p>The subject is located in an area mapped by the Federal Emergency Management Agency (FEMA). The subject is located in FEMA flood zone X, which is not classified as a flood hazard area.</p> <p>FEMA Map Number: 12009C0694G FEMA Map Date: March 17, 2014</p> <p>The Flood Zone X classification denotes areas that are “determined to be outside the 500-year flood”, and are considered to be of minimal flood hazard. The appraiser is not an expert in this matter and is reporting data from FEMA maps.</p>
Stormwater Drainage / Retention:	<p>The subject site is vacant land and does not have any drainage system in place. There are no offsite retention options available to the subject in the immediate vicinity. Commercial properties surround the subject on three sides and all three adjoining commercial properties have onsite stormwater retention.</p>
Environmental Issues:	<p>We were not provided with an Environmental Survey report addressing potential contaminants or hazards. No adverse environmental conditions on the subject site were reported to the appraisers, and we assume the site is free and clear of environmental hazards. Please reference Limiting Conditions and Assumptions.</p>
Soil Conditions:	<p>The appraiser assumes that there are no hidden or unapparent conditions of the property, subsoil, or structures, which would render it more or less valuable. The appraiser assumes no responsibility for such conditions, or for engineering which might be required to discover such factors. The appraiser does not consider mineral rights.</p>
Wetlands/Watershed:	<p>The subject has level topography at grade and no areas of reported wetlands. We were not provided an Environmental Survey detailing whether there are specific areas of wetlands on-site. The Brevard County Dept. of Natural Resources wetlands inventory maps do not indicate any areas of wetlands, and as such, we assume there are no wetlands affecting the subject property.</p>
Encumbrance / Easements:	<p>We were not provided a current survey or title policy of the subject property. We assume that no easements, encumbrances, and or deed restrictions exist that adversely affect subject utility or market value. Accordingly, the market value estimated herein is contingent on the accuracy of this assumption. Please reference Limiting Conditions and Assumptions.</p>



Encroachments:	We were not provided with a survey or title policy of the subject property. However, we assume that no encroachments exist that adversely affect subject utility or market value. Please reference Limiting Conditions and Assumptions.
Adjacent Land Uses:	Adjacent land uses include a bank to the east and west, a small neighborhood shopping center to the south, and residential manufactured homes to the north.
Possible Nuisances:	There are no identified nuisances in the immediate subject neighborhood.
Site Utility Analysis:	<p>Site utility is Good. The subject has adequate size, shape, access, utilities, and topography to allow for a wide variety of land uses.</p> <p>The subject's small size limits development options for the site. While the site size is large enough to accommodate some small-scale commercial uses, parking capacity and onsite retention will present some additional challenges to development in land planning for the site. Allowable maximum building size will depend largely on how much parking and onsite retention can be accommodated onsite. This will depend on what type of use is ultimately proposed for the site under current zoning and land development regulations.</p>

## Subject Photographs



VIEW EAST ALONG BUTTONWOOD ST, SUBJECT ON RIGHT



VIEW SOUTH OF SUBJECT



EASTERLY ADJACENT WELLS FARGO BANK



WESTERLY ADJACENT VALLEY BANK



VIEW WEST OF SUBJECT



SOUTHERLY ADJACENT COMMUNITY SHOPPING CENTER



VIEW WEST ALONG BUTTONWOOD ST, SUBJECT LEFT



VIEW ACROSS BUTTONWOOD ST OF TYPICAL SFR HOUSING

## Highest and Best Use

Before an opinion of value can be developed, the highest and best use of the property must be determined for both the subject site as though vacant, and for the property as improved. Highest and best use may be defined as

“The reasonably probable and legal use of vacant land or improved property, which is physically possible, appropriately supported, financially feasible, and that results in the highest value <sup>1</sup>.”

1. **Permissible Use.** What uses are permitted by zoning and other legal restrictions?
2. **Possible Use.** To what use is the site physically adaptable?
3. **Feasible Use.** Which possible and permissible use will produce any net return to the owner of the site?
4. **Maximally Productive.** Among the feasible uses which use will produce the highest net return, (i.e., the highest present worth)?

Because the use of the land can be limited by the presence of improvements, highest and best use is determined separately for the land or site as though vacant and available to be put to its highest and best use, and for the property as improved.

The first determination reflects the fact that land value is derived from potential land use. The highest and best use of a property as improved refers to the optimal use that could be made of the property including all proposed structures.

The determination of the highest and best use of land as though vacant is useful for land or site valuation; determining the highest and best use of an improved property provides a decision regarding continued use or demolition of the property.

### Highest and Best Use As Vacant Legally Permissible

The category of Legally Permissible uses includes an analysis of public development regulations, including current and possible future changes in zoning regulations and procedures, and private constraints including deed restrictions, leases, or any known encumbrances on title.

#### Zoning

As discussed earlier in the zoning section, the current zoning classification is BU-1-A Restricted Neighborhood Retail Commercial. Permitted Uses include the following: Administrative, executive and editorial offices. Antique shops. Art goods and bric-a-brac shops. Artists' studios. Bakery sales, with baking permitted on the premises. Banks and financial institutions. Barbershops and beauty parlors. Bookstores. Ceramics and pottery; finishing and sales only; no production or firing. Childcare center. Commercial schools offering instruction in dramatic, musical or other cultural activity. Computer sales, service and repair. Confectionery and ice cream stores. Contractor's offices; general contractor's administrative offices only, no outside storage or storage in open vehicles.

---

<sup>1</sup> *The Appraisal of Real Estate* 14<sup>th</sup> Edition, Page 333, Appraisal Institute

Curio shops. Dental clinics. Dog and pet beauty parlors, with no outside kennels or runs. Drug and sundry stores. Florist shops. Foster homes. Gift shops. Group homes, levels I and II. Hat cleaning and blocking. Hobby shops. Interior decorating and draperies. Jewelry stores. Learning centers. Leather goods stores. Luggage shops. Mail order offices. Medical buildings and clinics. Messenger offices. Millinery stores. Music shops. Newsstands. Optical stores. Paint and wallpaper stores. Parks and public recreational facilities. Photographic studios. Professional offices. Resort dwellings. Shoe repair shops. Shoe stores. Single-family residence. Soft drink stands. Souvenir stores. Stationery stores. Tailor shops. Tea rooms. Tobacco stores. Wearing apparel stores.

To our knowledge, there are no land use regulations other than zoning that would affect the property. Further, there is no moratorium on development.

### **Physical Factors**

The category of Physically Possible uses is an analysis of the subject's ability to support various improvement types. Included in this category is an analysis of the physical attributes of the land, access and transportation, infrastructure and available public services, environmental considerations, along with current and expected future neighborhood development trends.

It does not appear that any adverse topographical or sub-soil conditions exist that would preclude development of the subject site. All necessary utilities are readily available. The subject is capable of supporting development.

The subject has adequate size, shape, access, utilities, and topography to allow for a wide variety of land uses. However, the subject's small size limits development options for the site. While the site size is large enough to accommodate some small-scale commercial uses, parking capacity and onsite retention will present some additional challenges to development in land planning for the site. Allowable maximum building size will depend largely on how much parking and onsite retention can be accommodated onsite. This will depend on what type of use is ultimately proposed for the site under current zoning and land development regulations.

### **Financially Feasible**

Financial Feasibility is an analysis of the ability of the property to return the highest possible yield to the investment of land and improvements based on its income producing capability and the return requirements of investors in the market.

The subject is located in a small enclave of commercial development centrally located within the manufactured home retirement community of Barefoot Bay. The property is adjoined on two sides by a Wells Fargo Bank and a Valley Bank. To the south is a small community shopping center.

As previously noted, Census data reports that the median age in the neighborhood in 2019 was approximately 70 years old. Median household income was approximately \$35,000. The subject property is surrounded by manufactured homes as is typical in the subject neighborhood. The typical manufactured home in the neighborhood ranges in size between 1,000 sq. ft. and 1,500 sq. ft. situated on small 50-foot lots. The median sale price in the neighborhood as reported by the Spacecoast MLS is approximately \$125,000.

Therefore, the most feasible development option would appear to be one that provides a service to the local retirement-age residents. The subject appears to be the only remaining developable site in the immediate small commercial node. Commercial development along US1 in the neighborhood is sparse. Sebastian is the nearest primary market area to the south providing the majority of the shopping options as well as professional and medical-related services to the residents of Barefoot Bay.

The subject site is not large enough to accommodate a shopping center, however, uses such as a small professional office, medical office, medical clinic, or perhaps a small veterinarian clinic may be considered feasible options of the site, depending on appropriate land planning considerations.

### **Maximally Productive Use**

Reviewing the permitted principal uses set forth under the zoning ordinance, as well as recent developments in the neighborhood, it is our opinion that commercial development is the most feasible use of the land. Accordingly, we conclude that The H&BU of the subject is for commercial development. Of these options, a small professional office or medical office would appear to be the most obvious/feasible option for the site.

## Impact of COVID-19

The United States is in the midst of a national health pandemic caused by COVID-19 (coronavirus). In the short-term, financial markets and global economy have experienced significant volatility and turmoil. The Federal Reserve's response to the pandemic has been significant reductions to interest rates to combat the market uncertainty. The full impact to the real estate market is not yet fully understood. Currently, there appears to be a high-demand of mortgage refinancing due to historically low interest rates that may be a short-term phenomenon. Conversely, in an effort to avoid face-to-face contact which could fuel the spread of the virus, transaction volume will likely be temporarily minimal or halted. Based on other areas of the world that have experienced the pandemic and have since trended positively in seeing a reduced number of new cases, there is optimism the current market disruption could be short-term. The situation is unprecedented and there is no empirical evidence to support or extrapolate what the impact to market values may or may not be as a result of this pandemic.

## Discussion of Corona Virus Impact

The extent of the downshift in consumer spending, business investment, and global trade resulting from the rapidly spreading corona virus is unknown at this point. Just as the CDC has sprinted to gain a handle on COVID-19's epidemiology and understanding its transmission and devise mitigation strategies, investors and market participants are seeking real-time data to assess the virus's impact on the economy. Up until recently, economic indicator releases for January and February pre-dated the intensification of this crisis.

The preliminary March 2020 release of the University of Michigan's consumer sentiment index dropped by less-than-expected. Commercial real estate operating fundamentals are likely to be impacted. However, apart from the immediate impact on the hotel sector, which experiences real-time dips in activity due to reduced business travel and personal tourism, operating conditions for other commercial real estate sectors respond to longer-term trends.

Initial Consumer Sentiment Survey Shows Muted Impact From COVID-19





CBRE held a conference call after polling 15,000 clients and colleagues and has put for a new assessment of the economic outlook for the economy and certain property types.

### Macroeconomy

CBRE has downgraded our outlook for the Global and U.S. economy. We expect a recession in the global economy – with a sharp downturn in Q2 in the U.S. (-6%) and the start of a bounce back in Q3. It is increasingly unlikely that the U.S. will escape a technical recession with U.S. GDP growth expected to be 0.4% for the year.

- The trajectory of the economy's decline and recovery will resemble a Nike swoosh (not a "V" or "U").
- The rate of infections in the U.S. will likely peak between May and August – probably closer to May if the pattern observed in China prevails.
- China has already begun to recover and may surprise on the upside in Q2.

### Equity Capital Markets Commercial Real Estate Conditions

Due to the rapidly changing landscape, most of the disruption to the real estate capital markets has happened in the last 10 days.

#### TRANSACTION VOLUME

- The last 10 days saw a meaningful fall off in transaction volume (supply) as measured by deals coming to market and demand (as measured by confidentiality agreements signed).
- That said, most transactions in market are proceeding fueled in part by a lot of 1031 Like-Kind Exchange buyers looking for opportunities, particularly in multifamily.

#### VALUE

CBRE surveyed our capital markets professionals on Tuesday, March 17, to learn what changes they are seeing from clients:

- Over 50% have seen sellers delay bringing assets to market
- Over 70% expect more of this disruption in the next 30 days
- Size of bidding pools is contracting: 65% getting smaller; 80% expect to shrink further
- 50% of buyers trying to "re-price" deals that are under contract (asking for a price reduction)
- Two-thirds of buyers have asked for 5% price reduction

Note: We studied events in 2013 and 2017 (which were spikes in interest rates) and while at times of distress there is a huge spike in "asks" for re-pricing, the reality is that in both instances less than 10% of transactions repriced and the average repricing was less than 3%.

COVID-19 also presents a threat to income for many workers, with reduced spending curtailing retail sales. Weakened consumer sentiment can influence consumer shopping behavior. While neighborhood and community retail shopping centers with grocery and necessity-based goods are likely to experience healthy demand, malls and shopping centers are likely to struggle, further negatively impacting clothing and department store retailers that were already experiencing low same-store sales and reduced foot traffic amid a changing retail landscape. However, the COVID-19 outbreak is expected to boost an already booming e-commerce sector, as consumers opt for online shopping for household goods and necessity-based groceries.

***Medical offices may be particularly insulated as demand for services will either remain steady or increase.*** Retailers such as Target, Walmart, Amazon, Sam's Club and BJ's are well-positioned to benefit from consumers sky-high demand. Port markets and the industrial sector remain vulnerable to reduced freight shipments and supply-chain disruptions. While industrial distribution facilities located in proximity to urban centers should benefit from the increased e-commerce. Long-term trends across both sectors continue to reveal risks and opportunities by property sub-type, tenant-type and trade-type exposure.

The results of the preliminary March survey echo the expectation for a sharper fall in sentiment in the weeks to come, with the Expectations Index recording a steeper drop than the Current Conditions Index, which dropped 6.8 and 2.3 points, respectively. The Expectations Index now stands at its lowest level since October, and exemplifies consumers' concerns that the economy is set to weather some choppy waters in the months ahead. Accordingly, the proportion of respondents feeling that the economy is set for difficult times rose to 46%, meanwhile the share of respondents saying that the economy will perform well over the year to come dropped to 44%.

Restrictions on social interactions affect the ability to perform site visits, and investor meetings become difficult, interrupting standard business practices. Major spring conferences are shut down to prevent the spread of the coronavirus. Policy makers noted the energy sector is under stress. Dampened global growth, a drop in oil prices and lost wages are likely to hinder price increases, further supporting the Federal Reserve's case in cutting policy rates.

According to CoStar data, the three-week period following Feb. 21, indicates early signs of a slowdown in U.S. commercial real estate sales from the impact of the coronavirus pandemic. The following tallies may indicate investors temporarily moving to the sidelines: Multifamily property sales were down by 58%, Industrial down 63%, Retail down 61%, and Hospitality down 37%. Office property sales, on the other hand, were only down by 4.4%.

Up to this point, office sales totaled about \$25 billion and industrial sales reached nearly \$30 billion during one of the strongest first quarters on record. The real estate market moves slow, as transactions take months. Momentary disruptions are unlikely to result in immediate volatility for investors. However, uncertainty may result in lower transaction volumes for a period of time as buyers take a 'wait-and-see' approach.



To support the flow of credit to households and businesses, policy makers announced they would increase the Fed's holdings of Treasury securities and agency mortgage-backed securities and will reinvest all principal payments from them. The Federal Reserve Board lowered the federal funds borrowing rate to zero on March 15, 2020, and the Federal Open Market Committee lowered the target range for the federal funds rate. Saying, it expects to maintain this target range and "will continue to monitor." The last time rates dropped this low was December 2008 when the world economy went into deep recession. The Federal Reserve did not raise rates again for seven years. The Federal Reserve is encouraging banks to meet demands for credit from households and businesses and to use their capital and liquidity buffers to lend to households and businesses that are affected by the coronavirus.

**Conclusions:** Momentum across the economy was slowing prior to onset of COVID-19, and the latest data releases continue to demonstrate a mix of yellow and red warning signs. An epidemic in the U.S. has the potential to disrupt supply-side production and demand. Together with the global outbreak, a wave of supply and demand shocks is possible. Yet, the possibility still exists that the U.S. can contain the worst of the outbreak to avoid more substantial disruptions to labor market and business conditions.

We believe that there will be

- a smaller number of potential buyers for property types,
- a lower total number of closed transactions,
- and attempts at repricing.

We believe due to massive fiscal and monetary stimulus, the fact that this is not a banking/ financial crisis and the apparently fast bounce back of China, that there is real reason for optimism that we will bounce back much sooner than any of the 9/11 or GFC comparable periods we have reviewed.

## **Exposure Time**

Exposure time is the estimated length of time that the subject would have been offered on the market prior to a hypothetical sale of the property on the effective date of the appraisal. Based on data obtained from sales transactions and interviews with market participants, it is our opinion that the probable exposure time for the property at the concluded market value is 6 months for the effective date of March 18, 2020.

## **Marketing Period**

Marketing period is an opinion of the amount of time it might take to sell the subject at the concluded market value during the period immediately following the effective date of the appraisal. Because we foresee no significant changes in market conditions in the near term, it is our opinion that a reasonable marketing period for the subject is the same as its exposure time. Therefore, we estimate the subject's marketing period to be 9 months for the effective date of March 18, 2020.

## **Market Analysis**


### **Competitive Market Supply - Commercial Land**

As part of our research for this assignment, we researched similar vacant commercial sites currently listed publicly for sale. Beginning in the subject's immediate concentric area, we searched for similar competitive sites currently available for sale, or recently listed for sale. Given low supply of such available sites, we expanded our search to include other comparable geographic areas.


A handful of comparable vacant sites were found that shared various characteristics with the subject property via the Multiple Listing Service (MLS). The listing sheets have been presented on the following pages.

The vacant land sites currently available for sale ranged in size from 0.42 acres to 1.52 acres in size. The offering prices ranged from \$3.97/SF to \$4.19/SF of land area, with an average of \$4.17/SF. The sites offered development possibilities consisting of commercial uses. As presented in the following Sales Comparison Approach section of this report, these listings represent competitive alternatives to the subject site in the subject's market area. Generally speaking, the list prices of these competitive properties, expressed on a price per square foot of land basis, support the conclusions of the Sales Comparison Approach.


# Listing 1

853735 Active Vacant Land PRIVATE AGENT ONLY REPORT		4065 Chamberlan, Micco, FL 32976		\$275,000																
	Area:	350 - Barefoot Bay/Micco	County:	Brevard																
	Sub Type:	Commercial	General County Loc:	South																
	Subdivision/Condo Name:	BAY CREST VILLA	Measurements From:	Tax Rolls																
	Waterfront:	No	Lot Dimensions:																	
	Waterfront Type:		Acreage:	1.52																
	Water Frontage Ft:		List Price/Acre:	\$180,921.05																
	Zoning:	BU1	Lot SqFt:	66,211																
	Sale Option:		# of Lots:	1																
	Property Status:	Standard	Unit #:																	
	Road Frontage Ft:	204	Property Use:																	
County Sub/Condo Name: Sold-As-Is: Yes																				
<b>Narrative:</b> Large lot just steps to U.S. Highway 1 and 5 minutes to Sebastian - BU-1 zoning permits office, flex-space, shops, retail, fraternal organizations, service and repair. Future Land Use is CC (Community Commercial). This allows more flexibility than NC (Neighborhood Commercial). Several years ago lot was cleared, environmental surveys completed - for a 10 Bay Flex Building. The plans for the flex building are available to purchase if interested. <b>Directions:</b> US 1 - North of Sebastian River bridge to west on Chamberlan																				
<b>FEATURES</b> Land Use: Commercial; Future Land Use Zoning: CC Site Description: Cleared Lot Description: Flat Level Site; Lot - County; Paved Street Utilities: Other																				
<table border="0"> <tr> <td> <b>Water Amenities:</b>  <b>Frontage Description:</b> County Road  <b>Association Fee Incl:</b>  <b>Common Amenities:</b>  <b>Possession:</b> Closing  <b>Current Adjacent Use:</b> Commercial; Residential  <b>Home Owners Assoc:</b> None  <b>Closing Co. Name:</b> Alliance Title - Liz Cassella - 321-724-9600 - closingwithliz@alliancetitlefl.com  <b>Closing Co. Address:</b> 10 S. Harbor City Blvd           </td> <td> <b>Front Faces:</b> N  <b>Security/Safety:</b>  <b>Docs on File:</b> Survey; Other - Call Agent  <b>Possible Financing:</b> Cash; Conventional; USDA Loan  <b>55+ Community:</b> No  <b>Gated Community:</b> No  <b>Showing:</b> Drive By Okay  <b>Measurements From:</b> Tax Rolls  <b>Elementary School:</b> Sunrise  <b>Middle School:</b> Southwest  <b>High School:</b> Bayside           </td> </tr> </table>					<b>Water Amenities:</b> <b>Frontage Description:</b> County Road <b>Association Fee Incl:</b> <b>Common Amenities:</b> <b>Possession:</b> Closing <b>Current Adjacent Use:</b> Commercial; Residential <b>Home Owners Assoc:</b> None <b>Closing Co. Name:</b> Alliance Title - Liz Cassella - 321-724-9600 - closingwithliz@alliancetitlefl.com <b>Closing Co. Address:</b> 10 S. Harbor City Blvd	<b>Front Faces:</b> N <b>Security/Safety:</b> <b>Docs on File:</b> Survey; Other - Call Agent <b>Possible Financing:</b> Cash; Conventional; USDA Loan <b>55+ Community:</b> No <b>Gated Community:</b> No <b>Showing:</b> Drive By Okay <b>Measurements From:</b> Tax Rolls <b>Elementary School:</b> Sunrise <b>Middle School:</b> Southwest <b>High School:</b> Bayside														
<b>Water Amenities:</b> <b>Frontage Description:</b> County Road <b>Association Fee Incl:</b> <b>Common Amenities:</b> <b>Possession:</b> Closing <b>Current Adjacent Use:</b> Commercial; Residential <b>Home Owners Assoc:</b> None <b>Closing Co. Name:</b> Alliance Title - Liz Cassella - 321-724-9600 - closingwithliz@alliancetitlefl.com <b>Closing Co. Address:</b> 10 S. Harbor City Blvd	<b>Front Faces:</b> N <b>Security/Safety:</b> <b>Docs on File:</b> Survey; Other - Call Agent <b>Possible Financing:</b> Cash; Conventional; USDA Loan <b>55+ Community:</b> No <b>Gated Community:</b> No <b>Showing:</b> Drive By Okay <b>Measurements From:</b> Tax Rolls <b>Elementary School:</b> Sunrise <b>Middle School:</b> Southwest <b>High School:</b> Bayside																			
<b>Agent/Broker Info</b> <table border="1"> <thead> <tr> <th>Name</th> <th>Office</th> <th>Primary Phone</th> <th>Office Phone</th> <th>E-mail</th> </tr> </thead> <tbody> <tr> <td>LA Tracy Warren</td> <td>Dale Sorensen Real Estate, Inc</td> <td>321-863-3072</td> <td>321-723-9990</td> <td>tracywarren1@gmail.com</td> </tr> </tbody> </table>					Name	Office	Primary Phone	Office Phone	E-mail	LA Tracy Warren	Dale Sorensen Real Estate, Inc	321-863-3072	321-723-9990	tracywarren1@gmail.com						
Name	Office	Primary Phone	Office Phone	E-mail																
LA Tracy Warren	Dale Sorensen Real Estate, Inc	321-863-3072	321-723-9990	tracywarren1@gmail.com																
<b>Agent Remarks:</b> <b>Office Only Remarks:</b>																				
<table border="0"> <tr> <td> <b>List Dt:</b> 08/20/2019  <b>Sold Date:</b>  <b>Contract Dt:</b>  <b>Withdraw Dt:</b>  <b>Contingency Type:</b> </td> <td> <b>DOM/CDOM:</b> 212/212  <b>Original List Price:</b> \$275,000  <b>Sold Price:</b>  <b>Sold Terms:</b>  <b>Owner:</b> WILLIAM LOUIS INVESTMENTS INC  <b>Co-Owner:</b> </td> <td> <b>Single Agent:</b> 3%  <b>Tran. Agent:</b> 3%  <b>Non-Rep:</b> 0%  <b>Bonus/AMT:</b> No  <b>Var Comm:</b> No           </td> <td> <b>List Type:</b> Exclusive Right To Sell  <b>Type of Srvc:</b> Full Service  <b>Contact:</b> List Agent  <b>Appt:</b> Agent  <b>Appt Phone:</b> 321-863-3072           </td> </tr> </table>					<b>List Dt:</b> 08/20/2019 <b>Sold Date:</b> <b>Contract Dt:</b> <b>Withdraw Dt:</b> <b>Contingency Type:</b>	<b>DOM/CDOM:</b> 212/212 <b>Original List Price:</b> \$275,000 <b>Sold Price:</b> <b>Sold Terms:</b> <b>Owner:</b> WILLIAM LOUIS INVESTMENTS INC <b>Co-Owner:</b>	<b>Single Agent:</b> 3% <b>Tran. Agent:</b> 3% <b>Non-Rep:</b> 0% <b>Bonus/AMT:</b> No <b>Var Comm:</b> No	<b>List Type:</b> Exclusive Right To Sell <b>Type of Srvc:</b> Full Service <b>Contact:</b> List Agent <b>Appt:</b> Agent <b>Appt Phone:</b> 321-863-3072												
<b>List Dt:</b> 08/20/2019 <b>Sold Date:</b> <b>Contract Dt:</b> <b>Withdraw Dt:</b> <b>Contingency Type:</b>	<b>DOM/CDOM:</b> 212/212 <b>Original List Price:</b> \$275,000 <b>Sold Price:</b> <b>Sold Terms:</b> <b>Owner:</b> WILLIAM LOUIS INVESTMENTS INC <b>Co-Owner:</b>	<b>Single Agent:</b> 3% <b>Tran. Agent:</b> 3% <b>Non-Rep:</b> 0% <b>Bonus/AMT:</b> No <b>Var Comm:</b> No	<b>List Type:</b> Exclusive Right To Sell <b>Type of Srvc:</b> Full Service <b>Contact:</b> List Agent <b>Appt:</b> Agent <b>Appt Phone:</b> 321-863-3072																	
<b>Legal Desc:</b> THAT PART OF BLOCKS 48,53 AND VACATED CHAMBERLAN AVE LYING SO OF OCCUPIED CHAMBERLAN AVE AS DES IN ORB 1137 PG 231 EXC O <table border="0"> <tr> <td><b>Tax Acct:</b> 3008141</td> <td><b>Tax ID:</b> 30-38-23-HI-00053.0-0001.00</td> <td><b>Tax Year:</b> 2014</td> <td><b>Taxes:</b> 1,652.43</td> </tr> <tr> <td><b>Plat Book #:</b> 231/1,137</td> <td><b>P.U.D.:</b> No</td> <td></td> <td></td> </tr> <tr> <td><b>Road Frontage Ft:</b> 204</td> <td><b>Zoning:</b> BU1</td> <td><b>Free and Clear:</b> Yes</td> <td></td> </tr> <tr> <td></td> <td><b>Road Surface:</b> Paved</td> <td></td> <td></td> </tr> </table>					<b>Tax Acct:</b> 3008141	<b>Tax ID:</b> 30-38-23-HI-00053.0-0001.00	<b>Tax Year:</b> 2014	<b>Taxes:</b> 1,652.43	<b>Plat Book #:</b> 231/1,137	<b>P.U.D.:</b> No			<b>Road Frontage Ft:</b> 204	<b>Zoning:</b> BU1	<b>Free and Clear:</b> Yes			<b>Road Surface:</b> Paved		
<b>Tax Acct:</b> 3008141	<b>Tax ID:</b> 30-38-23-HI-00053.0-0001.00	<b>Tax Year:</b> 2014	<b>Taxes:</b> 1,652.43																	
<b>Plat Book #:</b> 231/1,137	<b>P.U.D.:</b> No																			
<b>Road Frontage Ft:</b> 204	<b>Zoning:</b> BU1	<b>Free and Clear:</b> Yes																		
	<b>Road Surface:</b> Paved																			

## Listing 2


863863 Active Vacant Land PRIVATE AGENT ONLY REPORT		590 Cogan Dr SE, Palm Bay, FL 32909		\$199,000																								
	Area:	343 - SE Palm Bay	County:	Brevard																								
	Sub Type:	Commercial	General County	South																								
	Subdivision/Condo Name:	BAYSIDE LAKES COMMERCIAL CENTER PHASE 3	Loc:	Measurements																								
	Waterfront:	No	From:	Tax Rolls																								
	Waterfront Type:		Lot Dimensions:	200 by 250																								
	Water Frontage Ft:		Acres:	1.15																								
	Zoning:	Commercial	List Price/Acres:	\$173,043.48																								
	Sale Option:		Lot SqFt:																									
	Property Status:	Standard	# of Lots:	1																								
	Road Frontage Ft:	200	Unit #:																									
		Property Use:																										
		County Sub/Condo Name:																										
		Sold-As-Is:	Yes																									
<b>Narrative:</b> Prime Commercial Real Estate located in Growing Bayside Lakes Area! Property located on the main road w/ 200 ft of frontage on Cogan. <b>Directions:</b> From Bayside Lakes Blvd. Take Cogan Heading South. Property is located on the right hand side of the road just past the Government center building.																												
<b>FEATURES</b> <b>Land Use:</b> Commercial <b>Site Description:</b> <b>Lot Description:</b> <b>Utilities:</b> City Water; Sewer Available																												
<b>Water Amenities:</b> <b>Frontage Description:</b> <b>Association Fee Incl:</b> <b>Common Amenities:</b> <b>Possession:</b> Closing <b>Current Adjacent Use:</b> <b>Closing Co. Name:</b> Prestige Title of Brevard <b>Closing Co. Address:</b> 5120 N US Highway 1 Suite #104 Melbourne FL 32940		<b>Front Faces:</b> W <b>Security/Safety:</b> <b>Docs on File:</b> <b>Possible Financing:</b> Cash <b>55+ Community:</b> No <b>Gated Community:</b> No <b>Showing:</b> Drive By Okay <b>Measurements From:</b> Tax Rolls <b>Elementary School:</b> Westside <b>Middle School:</b> Southwest <b>High School:</b> Bayside																										
<b>Agent/Broker Info</b>																												
<table border="1"> <thead> <tr> <th>Name</th> <th>Office</th> <th>Primary Phone</th> <th>Office Phone</th> <th>E-mail</th> </tr> </thead> <tbody> <tr> <td>LA Jason J Buccol</td> <td>CENTURY 21 Baytree Realty</td> <td>321-255-2600</td> <td>321-255-2600</td> <td>buccol-j@msn.com</td> </tr> <tr> <td>CLA Robert P Sisko</td> <td>CENTURY 21 Baytree Realty</td> <td>321-794-3132</td> <td>321-255-2600</td> <td>thesiskokids@thesiskokids.com</td> </tr> </tbody> </table>		Name	Office	Primary Phone	Office Phone	E-mail	LA Jason J Buccol	CENTURY 21 Baytree Realty	321-255-2600	321-255-2600	buccol-j@msn.com	CLA Robert P Sisko	CENTURY 21 Baytree Realty	321-794-3132	321-255-2600	thesiskokids@thesiskokids.com	<b>Agent Remarks:</b> Contact Agent w/ questions 321-591-5922 <b>Office Only Remarks:</b>											
Name	Office	Primary Phone	Office Phone	E-mail																								
LA Jason J Buccol	CENTURY 21 Baytree Realty	321-255-2600	321-255-2600	buccol-j@msn.com																								
CLA Robert P Sisko	CENTURY 21 Baytree Realty	321-794-3132	321-255-2600	thesiskokids@thesiskokids.com																								
<table border="1"> <tbody> <tr> <td><b>List Dt:</b> 12/29/2019</td> <td><b>DOM/CDOM:</b> 61/61</td> <td><b>Single Agent:</b> 3%</td> <td><b>List Type:</b> Exclusive Right To Sell</td> </tr> <tr> <td><b>Sold Date:</b></td> <td><b>Original List Price:</b> \$199,000</td> <td><b>Tran. Agent:</b> 3%</td> <td><b>Type of Srvc:</b> Full Service</td> </tr> <tr> <td><b>Contract Dt:</b></td> <td><b>Sold Price:</b></td> <td><b>Non-Rep:</b> 0%</td> <td><b>Contact:</b> List Agent</td> </tr> <tr> <td><b>Withdraw Dt:</b></td> <td><b>Sold Terms:</b></td> <td><b>Bonus/AMT:</b> No</td> <td><b>Appt:</b> Agent</td> </tr> <tr> <td><b>Contingency Type:</b></td> <td><b>Owner:</b> KEW LLC</td> <td><b>Var Comm:</b> No</td> <td><b>Appt Phone:</b> 3215915922</td> </tr> <tr> <td><b>Co-Owner:</b></td> <td></td> <td></td> <td></td> </tr> </tbody> </table>					<b>List Dt:</b> 12/29/2019	<b>DOM/CDOM:</b> 61/61	<b>Single Agent:</b> 3%	<b>List Type:</b> Exclusive Right To Sell	<b>Sold Date:</b>	<b>Original List Price:</b> \$199,000	<b>Tran. Agent:</b> 3%	<b>Type of Srvc:</b> Full Service	<b>Contract Dt:</b>	<b>Sold Price:</b>	<b>Non-Rep:</b> 0%	<b>Contact:</b> List Agent	<b>Withdraw Dt:</b>	<b>Sold Terms:</b>	<b>Bonus/AMT:</b> No	<b>Appt:</b> Agent	<b>Contingency Type:</b>	<b>Owner:</b> KEW LLC	<b>Var Comm:</b> No	<b>Appt Phone:</b> 3215915922	<b>Co-Owner:</b>			
<b>List Dt:</b> 12/29/2019	<b>DOM/CDOM:</b> 61/61	<b>Single Agent:</b> 3%	<b>List Type:</b> Exclusive Right To Sell																									
<b>Sold Date:</b>	<b>Original List Price:</b> \$199,000	<b>Tran. Agent:</b> 3%	<b>Type of Srvc:</b> Full Service																									
<b>Contract Dt:</b>	<b>Sold Price:</b>	<b>Non-Rep:</b> 0%	<b>Contact:</b> List Agent																									
<b>Withdraw Dt:</b>	<b>Sold Terms:</b>	<b>Bonus/AMT:</b> No	<b>Appt:</b> Agent																									
<b>Contingency Type:</b>	<b>Owner:</b> KEW LLC	<b>Var Comm:</b> No	<b>Appt Phone:</b> 3215915922																									
<b>Co-Owner:</b>																												
<b>Legal Desc:</b> Bayside Lakes Commercial Center Phase 3 Lot C3 <b>Tax Acct:</b> 2963430 <b>Zoning:</b> Commercial <b>Tax Year:</b> 2019 <b>Taxes:</b> 3,091.32 <b>Road Frontage Ft:</b> 200 <b>Equitable Interest:</b> No																												

## Listing 3

833515 Active Vacant Land PRIVATE AGENT ONLY REPORT		1800 S Highway 1, Malabar, FL 32950		\$80,000
	Area:	342 - Malabar/Grant-Valkaria	County:	Brevard
	Sub Type:	Commercial	General County Loc:	South
	Subdivision/Condo Name:	None	Measurements From:	Tax Rolls
	Waterfront:	No	Lot Dimensions:	
	Waterfront Type:		Acreage:	0.42
	Water Frontage Ft:		List Price/Acres:	\$190,476.19
	Zoning:		Lot SqFt:	18,295
	Sale Option:	Build to Suit; Subject to Zoning	# of Lots:	
	Property Status:	Standard	Unit #:	
	Road Frontage Ft:		Property Use:	
<b>Narrative:</b> The subject property is just shy of a half an acre and is situated directly on US Highway 1 in Malabar, Florida. Parcel ID: 29-38-06-00-18 / Tax ID: 2953324 • Zoning - Town of Malabar GC - General Commercial is reserved specifically for retail sales and services. This property includes riparian rights to the river on the east side of US Highway 1. • The property would be on septic and well - currently no access to water and sewer. The closest point to access the city utilities for the Town of Malabar would be north to Malabar Road. • There is 150 feet of direct frontage on Highway US 1, with indirect river view from this location. The traffic count at this point on Route 1 averages approximately 19,260 cars passing daily.		<b>Directions:</b> The subject property is just shy of a half an acre and is situated directly on US Highway 1 in Malabar, Florida approximately 4 miles south of Malabar Road on the west side of US 1.		
<b>FEATURES</b>				
<b>Land Use:</b> Commercial; General <b>Site Description:</b> Natural State <b>Lot Description:</b> Buildable; West of US 1 <b>Utilities:</b> Other				
<b>Water Amenities:</b> Other - Call Agent <b>Frontage Description:</b> US Highway <b>Association Fee Incl:</b> Other - Call Agent <b>Common Amenities:</b> <b>Possession:</b> Closing <b>Current Adjacent Use:</b> Vacant <b>Home Owners Assoc:</b> None		<b>Front Faces:</b> E <b>Security/Safety:</b> <b>Docs on File:</b> Other - Call Agent <b>Possible Financing:</b> Cash <b>55+ Community:</b> No <b>Gated Community:</b> No <b>Showing:</b> Drive By Okay <b>Measurements From:</b> Tax Rolls <b>Elementary School:</b> Port Malabar <b>Middle School:</b> Stone <b>High School:</b> Palm Bay		
<b>Agent/Broker Info</b>				
<b>Name</b>	<b>Office</b>	<b>Primary Phone</b>	<b>Office Phone</b>	<b>E-mail</b>
LA Michael E Dreyer	Dreyer & Associates R.E. Grp.	321-773-1480	321-773-1480	michael.e.dreyer@gmail.com
<b>Agent Remarks:</b>				
<b>Office Only Remarks:</b>				
<b>List Dt:</b>	01/08/2019	<b>DOM/CDOM:</b>	337/337	<b>Single Agent:</b> 2.5%
<b>Sold Date:</b>		<b>Original List Price:</b>	\$118,000	<b>Tran. Agent:</b> 0%
<b>Contract Dt:</b>		<b>Sold Price:</b>		<b>Non-Rep:</b> 0%
<b>Withdraw Dt:</b>		<b>Sold Terms:</b>		<b>Bonus/AMT:</b> No
<b>Contingency Type:</b>		<b>Owner:</b>	Of Record	<b>Var Comm:</b> No
		<b>Co-Owner:</b>		
<b>Legal Desc:</b> PART OF GOVT LOT 1 W OF HWY 1 AS DES IN ORB 916 PG 159 <b>Tax Acct:</b> 2953324 <b>Tax ID:</b> 29-38-06-00-00018.0-0000.00 <b>Tax Year:</b> 2018 <b>Taxes:</b> 1,748.5 <b>Road Surface:</b> Paved				



## Listing 4

863623 Active Vacant Land PRIVATE AGENT ONLY REPORT		1922 Palm Bay Rd NE, Palm Bay, FL 32905		\$210,000
 <p>Scenic Court M.S. 2019</p>	Area:	340 - NE Palm Bay	County:	Brevard
	Sub Type:	Commercial	General County Loc:	South
	Subdivision/Condo Name:	None	Measurements From:	Tax Rolls
	Waterfront:	No	Lot Dimensions:	
	Waterfront Type:		Acreage:	1.15
	Water Frontage Ft:		List Price/Acres:	\$182,608.7
	Zoning:	CC	Lot SqFt:	50,094
	Sale Option:		# of Lots:	1
	Property Status:	Standard	Unit #:	
	Road Frontage Ft:		Property Use:	10 / VACANT COMMERCIAL LAND
		County Sub/Condo Name:		
		Sold-As-Is:	Yes	
<p><b>Narrative:</b> Highly Visible Commercial Lot on Palm Bay Rd. Flexible CC zoning allows for Office, Retail, Service/Repair, Restaurant, Bank etc. Ready for your new building! Priced to sell. At a signalized intersection. Over 31,000 Vehicle a day pass this site! (FDOT)</p> <p><b>Directions:</b> From I-95, take Palm Bay Rd East, past Babcock, and property will be on your right at the light at Pinewood Dr. Directly across from the 7-11 Easy to find, great spot for a new business.</p>				
<b>FEATURES</b>				
Land Use: Commercial; Future Land Use Zoning: CC				
Site Description:				
Lot Description:				
Utilities:				
Water Amenities:		Front Faces: N		
Frontage Description:		Security/Safety:		
Association Fee Incl:		Docs on File:		
Common Amenities:		Possible Financing: Cash		
Possession: Closing		55+ Community: No		
Current Adjacent Use: Commercial; Professional Office; Retail		Gated Community: No		
		Showing: Drive By Okay		
		Measurements From: Tax Rolls		
		Elementary School: Riviera		
		Middle School: Stone		
		High School: Palm Bay		
<b>Agent/Broker Info</b>				
Name	Office	Primary Phone	Office Phone	E-mail
LA Robert Solito	Engel & Voelkers Melbourne	321-480-4652	321-821-4515	rob.solito@evrealestate.com
<b>Agent Remarks:</b>				
<b>Office Only Remarks:</b>				
List Dt:	12/23/2019	DOM/CDOM:	87/553	Single Agent: 3%
Sold Date:		Original List Price:	\$210,000	Tran. Agent: 3%
Contract Dt:		Sold Price:		Non-Rep: 0%
Withdraw Dt:		Sold Terms:		Bonus/AMT: No
Contingency Type:		Owner:	Little Palm Bay Land Trust	Var Comm: No
		Co-Owner:		
Legal Desc: PART OF LOT 12 IN SW 1/4 AS DES IN ORB 651 PG 548 EX RD R/W				
Tax Acct: 2831732	Tax ID: 28-37-22-00-00527.0-0000.00	Tax Year: 2019		
	Zoning: CC	Equitable Interest: No		
	Road Surface: Paved			

## Valuation Methodology

### Cost Approach

The Cost Approach is summarized as follows:

$$\begin{array}{r} \text{Cost New} \\ - \text{Depreciation} \\ + \text{Land Value} \\ = \text{Value} \end{array}$$

### Income Approach

The Income Approach converts the anticipated flow of future benefits (income) to a present value estimate through a capitalization and or a discounting process.

### Sales Comparison Approach

The Sales Comparison Approach compares sales of similar properties with the subject property. Each comparable sale is adjusted for its inferior or superior characteristics. The values derived from the adjusted comparable sales form a range of value for the subject. By process of correlation and analysis, a final indicated value is derived.

### Final Reconciliation

The appraisal process concludes with the Final Reconciliation of the values derived from the approaches applied for a single estimate of market value. Different properties require different means of analysis and lend themselves to one approach over the others.

### Analyses Applied

A **cost analysis** was considered and was not applied as the subject is vacant land and this method does not accurately reflect market participant actions.

A **sales comparison analysis** was considered and was developed as there is adequate data to develop a land value estimate and this approach would be considered by most market participants for this property type.

An **income analysis** was considered and was not developed because the subject is vacant land and this method does not accurately reflect market participant actions.

## **Land Valuation -- Sales Comparison Approach**

The Sales Comparison Approach is based on the premise that a buyer would pay no more for a specific property than the cost of obtaining a property with the same quality, utility, and perceived benefits of ownership. It is based on the principles of supply and demand, balance, substitution and externalities. The following steps describe the applied process of the Sales Comparison Approach.

- The market in which the subject property competes is investigated; comparable sales, contracts for sale and current offerings are reviewed.
- The most pertinent data is further analyzed and the quality of the transaction is determined.
- The most meaningful unit of value for the subject property is determined.
- Each comparable sale is analyzed and where appropriate, adjusted to equate with the subject property.
- The value indication of each comparable sale is analyzed and the data reconciled for a final indication of value via the Sales Comparison Approach.

### **Land Comparables – As Is**

We have researched comparable land sales for this analysis; these are documented on the following pages and analysis grid. All sales have been researched through numerous sources and verified by a party to the transaction when available. In order to make the comparison meaningful, the comparable sales are reduced to a basic unit of comparison, i.e., the price paid per square foot of land area. The comparable land sales are detailed on the following pages.



### Land Comparable 1



Transaction			
<b>ID</b>	3532	<b>Date</b>	6/1/2018
<b>Address</b>	541 & 551 SE Thor Avenue	<b>Price</b>	\$100,000
<b>City</b>	Palm Bay	<b>Price Per Land SF</b>	\$1.87
<b>Grantor</b>	S&P Capital Corp, LLC	<b>Price Per Acre</b>	\$81,301
<b>Grantee</b>	GNC, Inc	<b>Expend. After Purchase</b>	--
<b>Book/Page</b>	8182/617	<b>Financing</b>	Seller Financed
<b>Transaction Type</b>	Warranty Deed	<b>Conditions of Sale</b>	None
<b>Verification Source</b>	FlexMLS, Public Records	<b>Property Rights</b>	Fee Simple
<b>Verification Phone</b>	--	<b>Days on Market</b>	234
Site			
<b>Acres</b>	1.23	<b>Access Rating</b>	Average
<b>Land SF</b>	53,579	<b>View/Exposure</b>	Average
<b>Upland Acres</b>	1.23	<b>Zoning</b>	GC-General Commercial
<b>% Useable</b>	100.00%	<b>Traffic Count</b>	Not tracked
<b>Retention</b>	On-Site	<b>Shape</b>	Rectangular
<b>Topography</b>	Level w/ grade, Wooded	<b>Utilities</b>	Public water;sewer
<b>Road Frontage</b>	200'	<b>View</b>	Vacant Land
<b>Depth</b>	Avg. 267'	<b>Proposed Use</b>	--
<b>Land Units</b>	--	<b>Distance</b>	9.46
Comments			

This is the sale of two adjacent vacant commercial lots that total 1.23 acres. The lots are located on the southern end of Thor Ave, near a cul-de-sac. The property is zoned commercial and is located near multi-family and single-family developments. There are no site improvements, though utilities are available to the properties.

The property was listed by Dale Rhodes of Rhodes Real Estate Inc. at \$155,000 and sold for \$100,000 as seller-financed. MLS stated terms offered for owner financing would be an interest rate of 8.25% with 30% down, 10-year term with a 5-year balloon.

***Note: This land sale was considered Inferior overall to the subject property.***

## Land Comparable 2



Transaction			
<b>ID</b>	3417	<b>Date</b>	12/19/2018
<b>Address</b>	4030 US Highway 1	<b>Price</b>	\$107,000
<b>City</b>	Grant-Valkaria	<b>Price Per Land SF</b>	\$1.97
<b>Grantor</b>	George E. Ollinger, III	<b>Price Per Acre</b>	\$85,600
<b>Grantee</b>	Jonathan and Candace Harris,	<b>Expend. After Purchase</b>	--
<b>Book/Page</b>	8337/2000	<b>Financing</b>	Market Terms
<b>Transaction Type</b>	Warranty Deed	<b>Conditions of Sale</b>	None
<b>Verification Source</b>	Cuck Kalert, L.A., Kalert R.E.	<b>Property Rights</b>	Fee Simple
<b>Verification Phone</b>	(561) 818-0484	<b>Days on Market</b>	--
Site			
<b>Acres</b>	1.25	<b>Access Rating</b>	Average
<b>Land SF</b>	54,450	<b>View/Exposure</b>	Average
<b>Upland Acres</b>	1.25	<b>Zoning</b>	BU-1
<b>% Useable</b>	100.00%	<b>Traffic Count</b>	16110
<b>Retention</b>	On-Site	<b>Shape</b>	Rectangular
<b>Topography</b>	Level w/ grade, Native	<b>Utilities</b>	Requires Well/Septic
<b>Road Frontage</b>	114'	<b>View</b>	Partial River View
<b>Depth</b>	503'	<b>Proposed Use</b>	--
<b>Land Units</b>	--	<b>Distance</b>	5.02
Comments			

This is a vacant commercial site on the west side of US Highway 1 in Grant-Valkaria. The site contains approximately 1.25 acres and has a cover of native vegetation. The site has a partial view of the Indian River Lagoon.

**Note:** This land sale was considered Inferior overall to the subject property.

### Land Comparable 3



Transaction			
<b>ID</b>	3749	<b>Date</b>	10/7/2019
<b>Address</b>	4160 N. Courtenay Pkwy	<b>Price</b>	\$140,000
<b>City</b>	Merritt Island	<b>Price Per Land SF</b>	\$1.95
<b>Grantor</b>	David String	<b>Price Per Acre</b>	\$84,906
<b>Grantee</b>	Sunlight LI LLC	<b>Expend. After Purchase</b>	--
<b>Book/Page</b>	8567/1210	<b>Financing</b>	Market Terms
<b>Transaction Type</b>	Warranty Deed	<b>Conditions of Sale</b>	None
<b>Verification Source</b>	Emily Merbitz LA & Joe Kalata	<b>Property Rights</b>	Fee Simple
<b>Verification Phone</b>	321-543-7983/ 321-794-2649	<b>Days on Market</b>	12
Site			
<b>Acres</b>	1.06	<b>Access Rating</b>	Average
<b>Land SF</b>	46,174	<b>View/Exposure</b>	Average
<b>Upland Acres</b>	1.06	<b>Zoning</b>	BU-1-A Merritt Island
<b>% Useable</b>	100.00%	<b>Traffic Count</b>	23000
<b>Retention</b>	On-Site	<b>Shape</b>	Rectangular
<b>Topography</b>	Level w/ grade, Cleared	<b>Utilities</b>	City Water, Septic
<b>Road Frontage</b>	125'	<b>View</b>	Average
<b>Depth</b>	380'	<b>Proposed Use</b>	Restaurant
<b>Land Units</b>	--	<b>Distance</b>	39.54
Comments			

This is a cleared parcel of vacant land located on N. Courtenay Pkwy in Merritt Island. The site is located north of the Beachline Expressway. The area consists of mostly owner occupied commercial and industrial buildings, service commercial businesses, self-storage facilities, automotive repair shops.

The parcel was listed for \$145,000 at time of sale and sold for \$140,000 after 12 DOM. According to the LA, this was a typical arms length sale with no conditions or entitlements. According to the SA, buyer intends to hold the property for over a year and then build a restaurant on it.

**Note: This land sale was considered Inferior overall to the subject property.**



#### Land Comparable 4



Transaction			
<b>ID</b>	3228	<b>Date</b>	6/20/2018
<b>Address</b>	Malabar Rd	<b>Price</b>	\$120,000
<b>City</b>	Malabar	<b>Price Per Land SF</b>	\$3.53
<b>Grantor</b>	Curri Properties LLC	<b>Price Per Acre</b>	\$153,846
<b>Grantee</b>	KellWill LLC	<b>Expend. After Purchase</b>	--
<b>Book/Page</b>	8204/136	<b>Financing</b>	Market Terms
<b>Transaction Type</b>	Warranty Deed	<b>Conditions of Sale</b>	None
<b>Verification Source</b>	Buyer, Willie Carmine	<b>Property Rights</b>	Fee Simple
<b>Verification Phone</b>	321-725-7225 x 100	<b>Days on Market</b>	729
Site			
<b>Acres</b>	0.78	<b>Access Rating</b>	Average
<b>Land SF</b>	33,977	<b>View/Exposure</b>	Average
<b>Upland Acres</b>	0.78	<b>Zoning</b>	CG
<b>% Useable</b>	100.00%	<b>Traffic Count</b>	14,090
<b>Retention</b>	On-Site	<b>Shape</b>	Rectangular
<b>Topography</b>	Level w/ grade, Wooded	<b>Utilities</b>	All to site
<b>Road Frontage</b>	170	<b>View</b>	Commercial
<b>Depth</b>	200	<b>Proposed Use</b>	Future expansion
<b>Land Units</b>	--	<b>Distance</b>	8.78

**Comments**

This is the purchase of 0.78 acres of vacant commercial land located along the north side of Malabar Rd easterly adjacent to the FEC railroad. The parcel is located just west of the intersection of Malabar Rd and US Highway 1. The buyer reported that he purchased the property from Curri Properties with John Curri acting as the seller and transaction agent. The buyer purchased the property for eventual expansion of his motorsports ATV business located just east of this parcel.

**Note:** This land sale was considered Inferior overall to the subject property.

**Land Comparable 5**



Transaction			
<b>ID</b>	2449	<b>Date</b>	3/2/2017
<b>Address</b>	2200 Port Malabar Blvd	<b>Price</b>	\$240,000
<b>City</b>	Palm Bay	<b>Price Per Land SF</b>	\$3.53
<b>Grantor</b>	Port Malibar Properties Inc	<b>Price Per Acre</b>	\$153,846
<b>Grantee</b>	EQUITAS MANAGEMENT	<b>Expend. After Purchase</b>	--
<b>Book/Page</b>	7832/76	<b>Financing</b>	Market Terms
<b>Transaction Type</b>	Warranty Deed	<b>Conditions of Sale</b>	None
<b>Verification Source</b>	Public Records and Deed	<b>Property Rights</b>	Fee Simple
<b>Verification Phone</b>	--	<b>Days on Market</b>	--
Site			
<b>Acres</b>	1.56	<b>Access Rating</b>	Average
<b>Land SF</b>	67,995	<b>View/Exposure</b>	Average
<b>Upland Acres</b>	1.56	<b>Zoning</b>	CC
<b>% Useable</b>	100.00%	<b>Traffic Count</b>	11900
<b>Retention</b>	On-Site	<b>Shape</b>	Irregular
<b>Topography</b>	Level w/ grade, Cleared	<b>Utilities</b>	All to site
<b>Road Frontage</b>	197'	<b>View</b>	Average
<b>Depth</b>	270'	<b>Proposed Use</b>	Retail
<b>Land Units</b>	--	<b>Distance</b>	10.14
Comments			

This is the sale of vacant land that was purchased and subsequently developed with a Dollar Store.

**Note:** This land sale was considered Inferior overall to the subject property.

### Land Comparable 6



Transaction			
<b>ID</b>	3341	<b>Date</b>	5/16/2019
<b>Address</b>	1300 Aurora Rd	<b>Price</b>	\$250,000
<b>City</b>	Melbourne	<b>Price Per Land SF</b>	\$4.99
<b>Grantor</b>	David L. Cotrill & Mary E.	<b>Price Per Acre</b>	\$217,391
<b>Grantee</b>	Concept Development, Inc.	<b>Expend. After Purchase</b>	--
<b>Book/Page</b>	8440/1420	<b>Financing</b>	Cash to Seller
<b>Transaction Type</b>	Warranty Deed	<b>Conditions of Sale</b>	None
<b>Verification Source</b>	Alan King, LA, Public records,	<b>Property Rights</b>	Fee Simple
<b>Verification Phone</b>	321-723-1400	<b>Days on Market</b>	
Site			
<b>Acres</b>	1.15	<b>Access Rating</b>	Above Average
<b>Land SF</b>	50,094	<b>View/Exposure</b>	Average
<b>Upland Acres</b>	1.15	<b>Zoning</b>	C1
<b>% Useable</b>	100.00%	<b>Traffic Count</b>	9,896
<b>Retention</b>	On-Site	<b>Shape</b>	Mostly Rectangular
<b>Topography</b>	Level w/ grade, Partially	<b>Utilities</b>	All to site
<b>Road Frontage</b>	300' Aurora Rd, 173' Mosswood	<b>View</b>	--
<b>Depth</b>	Average 172'	<b>Proposed Use</b>	Dollar General
<b>Land Units</b>	--	<b>Distance</b>	18.84
Comments			

This is the sale of 1.15 acres of partially cleared vacant land. This sale includes assemblage of .55 acres of the neighboring lot 1350 Aurora. The seller/buyer applied to the property appraiser to create the new lot, but was not filed for until closing. The lot has public water and sewer in place.

We contacted the listing agent Alan King to verify sale transaction. He confirmed that there was assemblage and the transaction was for 1.15 acres. There were no entitlements in place, however the sellers allotted extra time for buyers to obtain permitting. The buyers proposed use is to construct a Dollar General. Mr. King said this was a typical sale besides that the buyer paid the real estate fee instead of the seller.

***Note: This land sale was considered Slightly Superior overall to the subject property.***

### Land Comparable 7



Transaction			
<b>ID</b>	3243	<b>Date</b>	5/14/2018
<b>Address</b>	149 SW Shannon Avenue	<b>Price</b>	\$202,500
<b>City</b>	West Melbourne	<b>Price Per Land SF</b>	\$4.89
<b>Grantor</b>	Brevard Investment Group	<b>Price Per Acre</b>	\$213,158
<b>Grantee</b>	Matias Rodriguez et. al.	<b>Expend. After Purchase</b>	--
<b>Book/Page</b>	8163/2647	<b>Financing</b>	Cash to Seller
<b>Transaction Type</b>	Warranty Deed	<b>Conditions of Sale</b>	None
<b>Verification Source</b>	Selling Agent / Joel Ludlow	<b>Property Rights</b>	Fee Simple
<b>Verification Phone</b>	321-288-9537	<b>Days on Market</b>	
Site			
<b>Acres</b>	0.95	<b>Access Rating</b>	Average
<b>Land SF</b>	41,382	<b>View/Exposure</b>	Average
<b>Upland Acres</b>	0.95	<b>Zoning</b>	IB, Integrated Business
<b>% Useable</b>	100.00%	<b>Traffic Count</b>	Not Tracked
<b>Retention</b>	On-Site	<b>Shape</b>	Rectangular
<b>Topography</b>	Level w/ grade, Cleared	<b>Utilities</b>	All to site
<b>Road Frontage</b>	308'	<b>View</b>	Backs to Commercial
<b>Depth</b>	133'	<b>Proposed Use</b>	Commercial
<b>Land Units</b>	--	<b>Distance</b>	15.29
Comments			

This is the sale of 0.95 acres of vacant commercial / mixed-use land along the west side of SW Shannon Avenue within city limits of the City of West Melbourne. The location is approximately 600 feet south of New Haven Avenue (Hwy 192). The lot was cleared and grassed at time of sale. According to the Selling Agent, the buyer is the owner of a Crossfit gym who intends to build a new gym onsite plus leasable space onsite. The sale was arm's length and the broker believed it was a fairly typical transaction between buyer and seller.

We spoke with Christy Fischer, Director of Planning and Economic Development for the City of West Melbourne on April 17, 2019. She reported that the site has a zoning and FLU of "Integrated Business" which allows for mixed-use development. The designations allow for a wide variety of uses including office, light and heavy commercial, detached single family, and medium density residential (e.g. townhomes) up to a max density of 13 dwelling units per acre.

***Note: This land sale was considered Superior overall to the subject property.***



### Land Comparable 8



Transaction			
<b>ID</b>	3598	<b>Date</b>	6/27/2019
<b>Address</b>	Fortenberry Road west of	<b>Price</b>	\$120,000
<b>City</b>	Merritt Island	<b>Price Per Land SF</b>	\$6.12
<b>Grantor</b>	ALSL Family Partners, Ltd.	<b>Price Per Acre</b>	\$210,526
<b>Grantee</b>	City Electric Supply Company	<b>Expend. After Purchase</b>	--
<b>Book/Page</b>	8476/2183	<b>Financing</b>	Cash to Seller
<b>Transaction Type</b>	Warranty Deed	<b>Conditions of Sale</b>	None
<b>Verification Source</b>	Duane Watson, LA, Third Party	<b>Property Rights</b>	Fee Simple
<b>Verification Phone</b>	321-459-0000, Ext. 15	<b>Days on Market</b>	Not Reported
Site			
<b>Acres</b>	0.57	<b>Access Rating</b>	Average
<b>Land SF</b>	19,602	<b>View/Exposure</b>	Average
<b>Upland Acres</b>	0.57	<b>Zoning</b>	BU-2
<b>% Useable</b>	100.00%	<b>Traffic Count</b>	4,710
<b>Retention</b>	On-Site	<b>Shape</b>	Rectangular
<b>Topography</b>	Level w/ grade, Cleared	<b>Utilities</b>	Public water;sewer
<b>Road Frontage</b>	100'	<b>View</b>	No amenity
<b>Depth</b>	197'	<b>Proposed Use</b>	Retail
<b>Land Units</b>	--	<b>Distance</b>	34.19
Comments			

This comparable is the sale of 0.57 acres of vacant land located on Fortenberry Road west of S. Plumosa St on the north side of Fortenberry Rd. The site has a somewhat narrow configuration with 100" of road frontage. Well established professional uses comprise the immediate area. The alley to the north of the property was also purchased to add 25' of depth.

This seller was represented by Duane Watson of Watson Commercial Realty. He confirmed that this was an arms-length transaction. He said the buyer's intended use of the property was for retail development.

***Note: This land sale was considered Superior overall to the subject property.***



## Comparable Land Sales Map



## Land Sales Adjustment Grid

Land Analysis Grid		Comp 1	Comp 2	Comp 3	Comp 4	Comp 5	Comp 6	Comp 7	Comp 8
Address east side of Buttonwood Street		541 & 551 SE Thor Avenue	4030 US Highway 1	4160 N. Courtenay Pkwy	Malabar Rd	2200 Port Malabar Blvd	1300 Aurora Rd	149 SW Shannon Avenue	Fortenberry Road west of S.Plumosa Street
City	Barefoot Bay	Palm Bay	Grant-Valkaria	Merritt Island	Malabar	Palm Bay	Melbourne	West Melbourne	Merritt Island
County	Brevard	Brevard	Brevard	Brevard	Brevard	Brevard	Brevard	Brevard	Brevard
Date	3/18/2019	6/1/2018	12/19/2018	10/7/2019	6/20/2018	3/2/2017	5/16/2019	5/14/2018	6/27/2019
Price	--	\$100,000	\$107,000	\$140,000	\$120,000	\$240,000	\$250,000	\$202,500	\$120,000
Land SF	22,216	53,579	54,450	46,174	33,977	67,995	50,094	41,382	19,602
Land SF Unit Price		\$0.00	\$1.87	\$1.97	\$3.03	\$3.53	\$3.53	\$4.99	\$6.12
Transaction Adjustments									
Property Rights	Fee Simple	Fee Simple	0.0%	Fee Simple	0.0%	Fee Simple	0.0%	Fee Simple	0.0%
Financing	Cash	Seller Financed	0.0%	Market Terms	0.0%	Market Terms	0.0%	Cash to Seller	0.0%
Conditions of Sale	Conventional	None	0.0%	None	0.0%	None	0.0%	None	0.0%
Adjusted Land SF Unit Price		\$1.87	\$1.97	\$3.03	\$3.53	\$3.53	\$4.99	\$4.89	\$6.12
Market Trends Through	3/18/2019	3.0%	2.4%	0.7%	0.0%	2.2%	6.2%	0.0%	2.5%
Adjusted Land SF Unit Price		\$1.91	\$1.98	\$3.03	\$3.61	\$3.75	\$4.99	\$5.02	\$6.12
Location Rating	Average	Below Average	Below Average	Below Average	Average	Average	Aurora Rd Corridor	Near Melb. Mall	Near Merritt Sq. Mall
		Inferior	Inferior	Inferior	Similar	Similar	Slightly Superior	Superior	Superior
Acres	0.51	1.23	1.25	1.06	0.78	1.56	1.15	0.95	0.57
(Square Feet)	22,216	Inferior	Inferior	Slightly Inferior	Similar	Inferior	Inferior	Slightly Inferior	Similar
Topography Rating	Level	Level w/ grade, Wooded	Level w/ grade, Native	Level w/ grade, Cleared	Level w/ grade, Wooded	Level w/ grade, Cleared	Level w/ grade, Partially	Level w/ grade, Cleared	Level w/ grade, Cleared
		Similar	Similar	Similar	Similar	Similar	Similar	Similar	Similar
Shape Rating	Rectangular	Rectangular	Rectangular	Rectangular	Rectangular	Irregular	Mostly Rectangular	Rectangular	Rectangular
		Similar	Similar	Similar	Similar	Inferior	Similar	Similar	Similar
Utilities	Provided by FPL., City Water, City Sewer,	Public water;sewer	Requires Well/Septic	City Water, Septic	All to site	All to site	All to site	All to site	Public water;sewer
Rating	(All to Site)	Similar	Very Inferior	Inferior	Similar	Similar	Similar	Similar	Similar
Future Land Use	BU-1-A Restricted NC, Neighborhood Com	GC-General Commercial	BU-1	BU-1-A Merritt Island	CG	CC	C1	IB, Integrated Business	BU-2
		Similar	Similar	Similar	Similar	Similar	Similar	Similar	Similar
Traffic Count Rating	Not Tracked (AADT, 2017)	Not tracked	16110	23000	14,090	11900	9,896	Not Tracked	4,710
		Similar	Superior	Superior	Superior	Superior	Superior	Similar	Superior
Access Rating	average	Average	Average	Average	Average	Average	Above Average	Average	Average
		Similar	Similar	Similar	Similar	Similar	Superior	Similar	Similar
Retention Rating	On-Site	On-Site	On-Site	On-Site	On-Site	On-Site	On-Site	On-Site	On-Site
		Similar	Similar	Similar	Similar	Similar	Similar	Similar	Similar
Adjusted Land SF Unit Price		\$1.91	\$1.98	\$3.03	\$3.61	\$3.75	\$4.99	\$5.02	\$6.12
Overall Rating		Sig. Inferior	Sig. Inferior	Inferior	Inferior	Inferior	Superior	Superior	Superior

## **Analysis and Adjustments**

In order to make the comparison meaningful, the comparable sales are reduced to a basic unit of comparison, i.e., the price paid per land sf of land area. For Property Rights, Financing, Conditions of Sale, Expenditures After Purchase, and Time-Market Conditions adjustments we have applied Quantitative adjustments. Qualitative analysis is used for the remaining physical features. We have considered each sale in regard to its relative similarity with the subject in the factors noted above. Then a conclusion is drawn in regard to the comparable sale's overall similarity with the subject.

### **Property Rights**

This adjustment is generally applied to reflect the transfer of property rights different from those being appraised, such as differences between properties owned in fee simple and in leased fee. All of the sales reported Fee Simple property rights and no adjustments for this category are indicated.

### **Financing**

This adjustment is generally applied to a property that transfers with atypical financing, such as having assumed an existing mortgage at a favorable interest rate. Conversely, a property may be encumbered with an above-market mortgage which has no prepayment clause or a very costly prepayment clause. Such atypical financing often plays a role in the negotiated sale price. All of the sales have conventional financing, all cash, or seller financing at market terms, and no adjustments are required.

### **Conditions of Sale**

This adjustment category reflects extraordinary motivations of the buyer or seller to complete the sale. Examples include a purchase for assemblage involving anticipated incremental value or a quick sale for cash. This adjustment category may also reflect a distress-related sale, or a corporation recording a non-market price. No adjustment was necessary for this influence.

### **Economic Trends**

This category reflects investors' perceptions of prevailing market conditions. This adjustment category reflects value changes, if any, which have occurred between the date of the sale and the effective date of the appraisal.

Reviewing trends in Brevard County over the last several years, 2016-2017 showed gradual tightening of supply and limited availability. In 2018-2019 this trend continued. Listing prices have increased, as have assessments for commercial property generally speaking. Overall, we believe an annual time adjustment of 3% per year is appropriate for this property type.

### **Physical Characteristics**

The sales are adjusted qualitatively for physical characteristic differences. We considered location, the size of the site, topography, the shape of the parcel, access to municipal utilities, zoning, traffic count, access, and onsite / offsite stormwater retention.

## Sales Comparison Approach Conclusion

Before qualitative analysis, the indicated unit values of the comparable properties range from \$1.91 to \$6.12 per land sf; the average is \$3.80 and the median is \$3.68. We have presented the comparable land sales from low to high and have compared each land sale in comparison with the subject based on various physical similarities and differences.

The subject is located in a small enclave of commercial development centrally located within the manufactured home retirement community of Barefoot Bay. The property is adjoined on two sides by a Wells Fargo Bank and a Valley Bank. To the south is a small community shopping center. The primary major influence between the comparable sales and the subject was location.

<b>Land Sale No.</b>	<b>\$ / SF</b>	<b>Overall Rating</b>	<b>Overall Indication</b>
Land Sale 8	\$6.12/SF	Superior	Downward
Land Sale 7	\$5.02/SF	Superior	Downward
Land Sale 6	\$4.99/SF	Superior	Downward
<b>Subject</b>	<b>Subject</b>	<b>Subject</b>	<b>Subject</b>
Land Sale 5	\$3.75/SF	Inferior	Upward
Land Sale 4	\$3.61/SF	Inferior	Upward
Land Sale 3	\$3.03/SF	Inferior	Upward
Land Sale 2	\$1.98/SF	Sig. Inferior	Upward
Land Sale 1	\$1.91/SF	Sig. Inferior	Upward

Sales 1 and 2 were considered significantly inferior and represented the low end of the value indication range due to locations that were characterized by less exposure and proximate retail uses.

Sale 3 had an identical BU-1-A zoning as the subject, but was considered inferior due to being located in the North Merritt Island area near Hall Road.

Sale 4 was located along the north side of Malabar Road near US Highway 1. Sale 4 had an inferior location due to being located adjacent to the FEC railroad.

Sale 5 shared many similar characteristics as the subject. Sale 5 was located along the south side of Port Malabar Boulevard. This site was purchased for the development of a dollar store. Sale 5 was the oldest of the comparable sales. Market conditions have improved since date of sale. This sale was considered inferior overall.

Sale 6 was located along the north side of Aurora Road in an area characterized by a greater quantity of proximate retail and office uses in comparison to the subject. This sale also had superior access capability and traffic counts. Sale 6 was considered slightly superior overall.

Sales 7 and 8 were considered to have superior locations. Sale 7 was located between downtown Melbourne and the Melbourne Square Mall, south of US Highway 192. Sale 8 was located in close proximity to the Merritt Square Mall in Merritt Island. Sales 7 and 8 were considered superior overall.

Based on the comparable properties and analysis presented, the value of the subject parcel is reconciled at \$4.50 per land sf.

<b>As Is Market Value – Land Value</b>	
<b>Indicated Value per Land SF:</b>	<b>\$4.50 PSF</b>
<b>Subject Size:</b>	<b><u>22,216 Land SF</u></b>
<b>Indicated Value:</b>	<b>\$99,970</b>
<b>Value of Site as Vacant, Rounded:</b>	<b>\$100,000</b>
<b>One Hundred Thousand Dollars</b>	

### **Final Reconciliation**

The process of reconciliation involves the analysis of each approach to value. The quality of data applied, the significance of each approach as it relates to market behavior and defensibility of each approach are considered and weighed. Finally, each is considered separately and comparatively with each other.

### **Value Indications – Fee Simple – As Is**

<b>Cost Approach:</b>	N/A
<b>Sales Comparison Approach:</b>	<b>\$100,000</b>
<b>Income Approach:</b>	N/A

### **Sales Comparison Approach**

The Sales Comparison Approach was used in this appraisal, as there is adequate data to develop a land value estimate and this approach would be considered by most market participants for this property type. This approach is given all weight in our analysis.

### **Value Conclusion – Fee Simple Land Value**

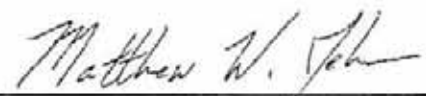
Based on the data and analyses developed in this appraisal, we have reconciled to the following value conclusion(s), as of March 18, 2020, subject to the Limiting Conditions and Assumptions of this appraisal.

**One Hundred Thousand Dollars,  
\$100,000  
(Land Value)**

## Certification

We certify that, to the best of our knowledge and belief:

1. The statements of fact contained in this report are true and correct.
2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are our personal, impartial and unbiased professional analyses, opinions, and conclusions.
3. We have no present or prospective interest in or bias with respect to the property that is the subject of this report and have no personal interest in or bias with respect to the parties involved with this assignment.
4. Our engagement in this assignment was not contingent upon developing or reporting predetermined results.
5. Our compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
6. This appraisal assignment was not made, nor was the appraisal rendered on the basis of a requested minimum valuation, specific valuation, or an amount which would result in approval of a loan.
7. We have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
8. Our analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal.
9. The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics and the Standards of Professional Appraisal Practice of the Appraisal Institute, which include the Uniform Standards of Professional Appraisal Practice.
10. The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
11. As of the date of this report, Matthew W. Jehs, MAI has completed the continuing education program of the Appraisal Institute.
12. We have made an inspection of the property that is the subject of this report.
13. The appraiser has not performed any prior services regarding the subject within the previous three years of the appraisal date.

  
Matthew W. Jehs, MAI  
Cert Gen RZ2806

  
Andrew J. Grossmann  
Cert Gen RZ3099

# Addenda

## **Definitions**

**Market Value:** As defined by the Office of the Comptroller of Currency (OCC) under 12 CFR, Part 34, Subpart C-Appraisals, 34.42 Definitions, the Board of Governors of the Federal Reserve System (FRS) and the Federal Deposit Insurance Corporation in compliance with Title XI of FIRREA, as well as by the Uniform Standards of Appraisal Practice as promulgated by the Appraisal Foundation, is as follows.

Market value means the most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby,

1. Buyer and seller are typically motivated;
2. Both parties are well informed or well advised, and acting in what they consider their own best interest;
3. A reasonable time is allowed for exposure in the open market;
4. Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
5. The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

A **Fee Simple** interest is defined<sup>2</sup> as:

Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat.

A **Leased Fee** interest is defined<sup>2</sup> as:

An ownership interest held by a landlord with the rights of use and occupancy conveyed by a lease to others. The rights of the lessor (the leased fee owner) and the leased fee are specified by contract terms contained within the lease.

---

<sup>2</sup> Appraisal Institute, *The Dictionary of Real Estate Appraisal*, 4th ed. (Chicago: Appraisal Institute, 2002).



**Marketing Time** is defined<sup>2</sup> as:

1. The time it takes an interest in real property to sell on the market subsequent to the date of an appraisal.
2. Reasonable marketing time is an estimate of the amount of time it might take to sell an interest in real property at its estimated market value during the period immediately after the effective date of the appraisal; the anticipated time required to expose the property to a pool of prospective purchasers and to allow appropriate time for negotiation, the exercise of due diligence, and the consummation of a sale at a price supportable by concurrent market conditions. Marketing time differs from exposure time, which is always presumed to precede the effective date of the appraisal. (Advisory Opinion 7 of the Appraisal Standards Board of The Appraisal Foundation and Statement on Appraisal Standards No. 6, "Reasonable Exposure Time in Real Property and Personal Property Market Value Opinions" address the determination of reasonable exposure and marketing time.)

**Exposure Time** is defined<sup>2</sup> as:

The time a property remains on the market.

1. The estimated length of time the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal; a retrospective estimate based on an analysis of past events assuming a competitive and open market. Exposure time is always presumed to occur prior to the effective date of the appraisal. The overall concept of reasonable exposure encompasses not only adequate, sufficient and reasonable time but also adequate, sufficient and reasonable effort. Exposure time is different for various types of real estate and value ranges and under various market conditions. (Appraisal Standards Board of The Appraisal Foundation, Statement on Appraisal Standards No. 6, "Reasonable Exposure Time in Real Property and Personal Property Market Value Opinions")

Market value estimates imply that an adequate marketing effort and reasonable time for exposure occurred prior to the effective date of the appraisal. In the case of disposition value, the time frame allowed for marketing the property rights is somewhat limited, but the marketing effort is orderly and adequate. With liquidation value, the time frame for marketing the property rights is so severely limited that an adequate marketing program cannot be implemented. (The Report of the Appraisal Institute Special Task Force on Value Definitions qualifies exposure time in terms of the three above-mentioned values.) See also marketing time.

### **As Is Value**

The value of specific ownership rights to an identified parcel of real estate as of the effective date of the appraisal; relates to what physically exists and is legally permissible and excludes all assumptions concerning hypothetical market conditions or possible rezoning.<sup>2</sup>

**PROFESSIONAL QUALIFICATIONS  
OF  
MATTHEW W. JEHS**

**EXPERIENCE:** Current Managing Director for Tuttle-Armfield-Wagner Appraisal & Research, Inc., Mr. Jehs has 18 years of appraisal experience, receiving his MAI in 2008. He has performed property valuations for a broad array of retail, industrial, and office properties including shopping centers, office/warehouses, bulk distribution warehouses, heavy manufacturing, both low-rise and high-rise professional offices and medical office buildings. Valuations have also included surgical centers, limited-service hospitality properties, condominium developments and conversions, residential subdivisions, and vacant land. Specialized real estate assignments include right-of-way projects, Cape Canaveral Port Facilities, Kennedy Space Center assets, and Melbourne Airport Aviation land, and jurisdictional wetlands. Clients served include accountants, investment firms, law firms, lenders, private corporations, local municipalities, and public agencies, including Veterans Affairs, Florida DEP Approved Appraiser, and SJRWMD. Valuations have been utilized for mortgage loan purposes, equity participation, due diligence support, condemnation proceedings and insurance purposes. Assignments have included the valuation of existing and proposed properties, as well as market studies, highest and best use studies, and property value impact studies.

**EDUCATION:** Bachelor of Arts Degree, Benedictine University, 2000

**Appraisal Course Work Completed:**

*Appraisal Institute*

110-Appraisal Principles  
120-Appraisal Procedures  
210-Residential Case Study  
310-Basic Income Capitalization  
410-Uniform Standards of Professional Practice – Part A  
420-Uniform Standards of Professional Practice – Part B  
510-Advanced Income Capitalization  
520-Highest and Best Use and Market Analysis  
530-Advanced Sales Comparison and Cost Approach  
540-Report Writing and Valuation Analysis  
550-Advanced Applications  
Continuing Education in USPAP, ARGUS, STDB.com

**LICENSES:** State Certified General Real Estate Appraiser #FL-RZ2806

**PROFESSIONAL ORGANIZATIONS:** Member of the Appraisal Institute (MAI) #432527  
Executive Board Member Florida East Coast Chapter Appraisal Institute

I have been qualified as an expert witness in Brevard County circuit court. I have testified in court cases involving commercial Real Estate litigation.

## **QUALIFICATIONS OF ANDREW J. GROSSMANN**

### Licenses and Certifications:

State-Certified General Real Estate Appraiser License #RZ3099

### Appraisal Education:

Appraisal Institute Member 2003 to Present  
University of Central Florida 1999 - 2003

### Relevant Employment Data:

**2018** - Tuttle-Armfield-Wagner, Appraisal and Research, Inc.:  
Melbourne, FL  
Commercial Real Estate Appraiser

**2010 – 2018** - SunTrust Bank  
Vice President, Real Estate Valuation Service (REVAL)  
Orlando, FL  
Commercial Appraisal Reviewer

**2003 – 2010** - Clayton, Roper, & Marshall, Inc.  
Orlando, FL  
Commercial Real Estate Appraiser / Road Project Manager

### Types of Appraisals:

Vacant Land	Retail Properties
NNN Properties	Apartments
Storage/Warehouse	Citrus Groves
Professional Office	Medical Buildings
Subdivisions	Commercial Condos
Warehouses	Church/Institutional Buildings
Convenience Stores	Special Purpose Properties
Day Care Centers	Restaurants
Shopping Centers	Leasehold/Land Lease
Eminent Domain	Yellow Book
Inverse Condemnation	Conservation Easements
Intermodal Facilities	Rail Corridors / Rails to Trails

Other Relevant: Interagency Guidelines, FIRREA, Fannie Mae, State and Federal Supplemental Standards, TPL, SFWMD, SJRWMD, Conservation Fund, Data Books, Power Line Easement studies.

Professional Education: BS, Business Administration, University of Central Florida- Major: Finance

**LETTER TO CONFIRM AUTHORIZATION  
TO PERFORM APPRAISAL SERVICES**

---

The CLIENT, Barefoot Bay Recreation District has hereby requested and authorized TUTTLE-ARMFIELD-WAGNER APPRAISAL & RESEARCH, INC. (TAW) to proceed with the following work:

Appraisal of 0.51 AC vacant commercial land located on Buttonwood St.  
Barefoot Bay (Tax Account # 3009699)

The purpose of the appraisal will be to estimate the current Fee Simple Market Value. The Appraisal Report will be prepared in conformance to the Uniform Standards of Professional Appraisal Practice. We have not appraised this property in the last three years and are competent to perform this appraisal assignment.

The appraisal will be completed by 3 weeks from your notice to proceed.

The **CLIENT** acknowledges responsibility for payment of professional fees.

Payment for said work shall be a Total Fee of \$1,700. Payment is due upon delivery of the appraisal. You will be sent an invoice with the finished appraisal.

The **CLIENT** agrees that unpaid invoices shall accrue interest based on a rate of twelve percent (12%) per annum, after they have been outstanding/unpaid for 30 days after date of invoice.

If **TAW** employs legal services to collect overdue amounts, the **CLIENT** agrees to pay all costs of collection, including reasonable attorney's fees, whether action is brought or not.

Thank you for the opportunity to provide our services.

---

Date: 3/12/2020

Date: Mar 13, 2020

Accepted By:

Tuttle-Armfield-Wagner



Matthew W. Jehs, MAI  
St. Cert. Gen RZ2806

Client



Mr. John W. Coffey, ICMA  
Barefoot Bay Recreation District



# BAREFOOT BAY RECREATION DISTRICT

Board of Trustees Regular Meeting

February 25, 2020

7PM –Building D&E

## Meeting Called to Order

The Barefoot Bay Recreation District Board of Trustees held a Meeting on February 25, 2020 Building D&E 1225 Barefoot Boulevard, Barefoot Bay, Florida. Mr. Klosky called the meeting to order at 7PM.

## Pledge of Allegiance to the Flag

Led by Mr. Repperger.

## Roll Call

Present: Mr. Klosky, Ms. Henderson, and Mr. Loveland, Mr. Maino and Mr. Compton. Also, present, John W. Coffey, ICMA-CM, Community Manager, Cliff Repperger, General Counsel, and Stephanie Brown, District Clerk, Matt Goetz, Property Services Manager, Rich Armington, Resident Relations Manager, Charles Henley, Finance Manager and Ernie Cruz, Golf Operations Manager.

## Presentations and Proclamations

None

## Approval of Minutes

*Mr. Maino made a motion to approve the minutes dated January 28th, January 29th, January 30th and February 4th, 2020. Second by Mr. Loveland. Motion passed unanimously.*

## Treasurer's Report

*Ms. Henderson made a motion to approve the Treasurer's Report for February 25, 2020 as read. Second by Mr. Compton. Motion passed unanimously.*

## Audience Participation

George Baldwin-648 Marlin Circle-provided names of the committee members in the Name the Facilities Contest and gave an overview of the notes from the first meeting held. Some of the topics discussed were guidelines and potential facility names if the contest is approved.

Bob Schmidt-1013 Thrush Circle-voiced his disapproval of a similar business leasing space in the shopping center. He also spoke about a statute he found regarding Boards of Trustees stating that it is unethical for a former Board Member to ask for compensation. He spoke in favor of being given the first opportunity to lease the vault space. Mr. Schmidt wanted to know who would be responsible for the cost for the construction/changes to the old doctor's office.



## BAREFOOT BAY RECREATION DISTRICT

Pat Kennedy-1296 Gardenia Drive- voiced her disapproval of a similar business leasing space in the shopping center and had questions about the type of business Holi Cannoli is considered to be. She also spoke in favor of Holi Cannoli having a clause in their lease contract stating they would not serve the same items as RJ's Restaurant.

Zoie Winters-912 Spruce Street (reading on behalf of Megan Russell) - Spoke highly of RJ's Restaurant and how much she enjoys working. She stated that she considers them family, as do many residents. Ms. Russell wants the Board of Trustees to consider what RJ's Restaurant provides to the community.

Bonnie Heck-311 Barefoot Blvd-Is the landlord for Holi Cannoli and offered some clarifications on their current lease and who owns the business.

Bob Grenier-946 Laurel Circle-Spoke in favor being able to put your business wherever you want as long as you meet any necessary requirements.

### **Unfinished Business**

#### **Name the Facilities Contest Proposal**

Mr. Compton stated how well the Name the Facilities committee has done and recommended to approve the naming contest and bring back names to the BOT approval. Mr. Klosky had questioned if they were calling themselves a committee, would that make them subject to FL Sunshine Laws. Mr. Repperger responded that they were not approved by the BOT as a formal committee, so there is no issue. Ms. Henderson Luann asked if there would be a designated person to ensure residents only vote once. Mr. Baldwin responded that he would be keeping track to ensure there will be no duplicates.

*Mr. Maino made a motion to approve the Name the Facilities Contest Proposal. Second by Mr. Loveland. Motion passes unanimously.*

#### **Steward Medical Group Proposed Land-Lease**

Mr. Taylor gave an overview of the proposal that was sent to Mr. Coffey. Mr. Coffey stated an appraisal needed to be completed to assist in lease negotiations. Mr. Coffey voiced that the map received in the proposal is insufficient and a site plan is needed. Mr. Repperger also agreed the map was insufficient in what the BOT would need to discuss terms. Mr. Repperger spoke in favor of getting a formal appraisal and site plan created by an engineer. Mr. Klosky asked what the physical address for the medical clinic would be and that he would prefer it off of Buttonwood. Mr. Taylor responded that he was fine with that. He also stated he would be hiring an Appraiser and was ok with BOT hiring an Appraiser as well. Mr. Coffey recommends having an appraisal done if the BOT would like to move forward. Mr. Compton had questions about the stormwater treatment. Mr. Taylor responded with the plans and alternative options that would accommodate run off water. He also stated that he could work on the CAD sketches. Nancy Isley-commented that there is a retainer pond behind Wells Fargo Bank and voiced her disapproval of Mr. Klosky's option for the location of the entrance to the Medical Clinic. Ms. Henderson asked a question on



## BAREFOOT BAY RECREATION DISTRICT

behalf of a resident-will there be a space to park an ambulance. Mr. Taylor responded that there will be enough space.

*Mr. Loveland made a motion to direct staff to obtain an appraisal and have Stuart Medical come back with a site plan to present at the March 25<sup>th</sup>, 2020 Board meeting to discuss general terms. Second by Mr. Maino. Motion passes unanimously.*

### **Shopping Center Lease Proposal for Building #2, Unit #3**

Mr. Coffey went over terms of the lease related to infrastructure and future first right of refusal for the vault. He also stated that the lease has annual increases starting at year 3 and includes an agreed upon number of tables and chairs allowed in the establishment. Mr. Coffey recommends the acceptance of John McCarthy's proposal and move to draft an agreement. Mr. Coffey stated that there was an alternate Shopping Center Lease Proposal submitted from Mr. Shaw. Mr. Maino voiced his disapproval of considering a new proposal at the same meeting a final decision is to be made. Ms. Henderson asked why BBRD was covering the cost of the electrical panel. Mr. Coffey responded BBRD is paying to fix what a previous tenant installed incorrectly at RJ's Restaurant and has a vested interest in making sure infrastructure is maintained correctly moving forward. Mr. Klosky agrees with Mr. Coffey. All BOT members agree that a decision should not be made based on personal opinions of an individual. Mr. Shaw would like the Shopping Center Lease Proposal decision to be tabled until the next Board Meeting so his proposal can be considered.

*Mr. Compton made a motion to accept Mr. John McCarthy's Shopping Center Lease Proposal and instructed Mr. Repperger to draft a formal lease for Mr. Klosky's signature. Second by Mr. Loveland. Motion passes. 3-2. Ms. Henderson and Mr. Klosky dissent.*

### **New Business**

#### **FY19 Audit Presentation**

MSL Audit Manager Alan Ricafort thanked Mr. Henley and his Finance team for providing all the information they needed to get the audit done in a timely manner. He gave a brief overview of the financial statements. He stated the BBRD financial statements had the highest level of assurance, no control deficiencies or issues with Florida Statutes. Additionally, there was no current year findings. Mr. Maino asked how long the audit takes. Mr. Ricafort responded that onsite work takes around two weeks. Mr. Klosky thanked Mr. Henley for his hard work during the audit process.

*Mr. Loveland made a motion to accept the annual audit from MSL. Second by Ms. Henderson. Motion passes unanimously.*

#### **DOR Violation 19-002488 368 Egret Circle**

*Mr. Maino made a motion to refer case #19-002488 Egret Circle to General Counsel Repperger for legal action, equitable or other appropriate action with failure to comply. If the BOT brings any such action to enforce DOR,*



## BAREFOOT BAY RECREATION DISTRICT

*the charge for such action shall be charged to the Respondents account and shall constitute as a lien. Second by Mr. Loveland. Motion passed unanimously.*

### **DOR Violation 19-000517 404 Barefoot Blvd.**

Ms. Henderson voiced her opposition in referring the case to Mr. Repperger for legal action. Ms. Henderson stated the resident has had previous violations and still did not get into compliance. Mr. Repperger responded that he has never received a referral for that property prior to this one. Mr. Armington responded that there have been prior violations and the resident has come to compliance with 8-10 of violations that have been issued. Mr. Maino and Mr. Loveland commented that fining may not be implemented or decided on soon, and legal action is the current recourse we have.

*Ms. Compton made a motion to refer case #19-000517 404 Barefoot Blvd to General Counsel Repperger for legal action, equitable or other appropriate action with failure to comply. If the BOT brings any such action to enforce DOR, the charge for such action shall be charged to the Respondents account and shall constitute as a lien. Second by Mr. Loveland. 4-1 Motion passes. Ms. Henderson dissents.*

### **Donation Request: Little Theater for Improvements to Building A's Sound System**

Louise Crouse presented a check to assist with upgrading building A sound system. The BOT expressed their gratitude for the donation.

*Mr. Loveland made a motion to accept gift from Little Theater for improvements to building A's sound system. Second by Ms. Henderson. Motion passes unanimously.*

### **Little Theater Request for Waiver from Guest Pass Requirement**

*Mr. Maino made a motion to waive Little Theater from the guest pass requirement. Second by Ms. Henderson. Motion passes unanimously.*

### **Policy Manual Amendment: Music Bingo Guest Pass Requirement**

Mr. Repperger read the resolution:

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE BAREFOOT BAY RECREATION DISTRICT; PROVIDING FOR THE ADOPTION OF A REVISION TO THE POLICY MANUAL ADOPTED MAY 8, 2009, AS SUBSEQUENTLY AMENDED THROUGH OCTOBER 22, 2019; PROVIDING FOR CONFLICTS; AND PROVIDING AN EFFECTIVE DATE WHEREAS,

*Mr. Maino made a motion to approve Resolution 2020-01 as read. Second by Mr. Compton Motion passed unanimously.*





# BAREFOOT BAY RECREATION DISTRICT

## **FY20 Budget Amendment – Transfer Music & Entertainment Expenditures Budget to Property Services**

Mr. Repperger read the resolution:

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE BAREFOOT BAY RECREATION DISTRICT AMENDING RESOLUTION 2019-03; AMENDING THE BUDGET.

*Mr. Compton made a motion to approve Resolution 2020-03 as read. Second by Mr. Maino. Motion passes 3-2. Mr. Klosky and Ms. Henderson dissents*

### **Truck Purchase**

*Mr. Maino made motion to award the contract to Duval Fleet for a F-150 truck in the amount of \$20,214.00. Second by Mr. Loveland. Motion passes unanimously.*

### **Truck Replacement**

*Mr. Compton made a motion to award the contract to Duval Ford for a 2020 Ford Super Duty F-250 truck in the amount of \$34,435.20. Second by Ms. Henderson. Motion passes unanimously.*

### **Discussion of Replacement of Four Greens**

Mr. Coffey gave an overview of two proposal options for the replacement of the greens. Mr. Maino commented that Mr. Cruz's staff is doing a great job with the golf course and does not have an issue with the contract going to ABM. Mr. Klosky spoke in favor of repairing the sprinkler system before replacing the greens. Mr. Klosky asked Mr. Cruz's opinion on which should be repaired first. Mr. Cruz explained the pros and cons of each. Mr. Maino asked if we could consider other bids due to the amount of the current ABM quote. Mr. Coffey responded that it could be an option, but his preference would be to give it to ABM since they are responsible for long-term maintenance of the course. Ms. Henderson spoke in favor of irrigation repairs being completed before the four greens. Mr. Compton agreed with Ms. Henderson and also voiced his concern about the lack of a return on investment by replacing the greens. Mr. Loveland spoke in favor of repairing the irrigation along with 2 greens. Mr. Coffey suggested accelerating the irrigation replacement and doing 2 or 3 of the greens at the same time.

*Mr. Maino made a motion to direct staff to come up with a proposal for greens 7 and 13 and moving the scheduling of the irrigation replacement up. Second by Mr. Loveland. Motion passes unanimously.*

### **Selection of RFP Evaluation Committee Member for Building A Renovations Project**

*Mr. Loveland nominated Mr. Compton. Second by Mr. Maino. Motion passes unanimously.*

Mr. Coffey stated the committee members are: Voting members-Mr. Compton, Kathy Mendez, Food & Beverage Manager and Ann Manzo. Non-voting members are Mr. Klosky and Mr. Coffey. RFP opens on February 26, 2020 and ends on March 26, 2020.



# BAREFOOT BAY RECREATION DISTRICT

**Authorization of acceptance of service of liability claim lawsuit by Claim's Counsel Bell & Roper, P.A. on behalf of Barefoot Bay Recreation District.**

*Mr. Compton made a motion to approve acceptance of service of the liability claim lawsuit by Claim's Counsel Bell & Roper, P.A on behalf of BBRD. Second by Ms. Henderson. Motion passes unanimously.*

## **Manager's Report**

### Finance

- As of February 6th, 2020, \$3,141,802.61 (net) or 82.4% of the annual assessment receipts were received. Details are attached.

### Resident Relations

#### **ARCC Meeting 02/04/20**

- (3) Old Business – Approved
- (8) Consent Items – Approved
- (10) Other Items - Approved

#### **ARCC Meeting 02/18/20**

- (2) Old Business - Approved
- (13) Consent – Approved
- (15) Other Items
  - (2) Tabled
  - (13) Approved

#### **ARCC Meeting 03/02/20**

- Next meeting

#### **VC Meeting 02/14/20**

- (41) Cases on the agenda
  - (12) Cases came into compliance prior to the meeting
  - (8) Cases that DOR is working with the homeowner
  - (21) Cases were found in violation

#### **VC Meeting 02/28/20**

- Next meeting



# BAREFOOT BAY RECREATION DISTRICT

## Food & Beverage

For resident convenience, there is now a permanent ATM in the Lobby of Building A which can be accessed from 9am-10pm.

This year's **Saint Patrick's Day** celebration will be held on Monday, March 16, 2020 due to Presidential preference election on March 17, 2020. A full day of events is planned; including the parade, Blessing of the Bay and lakeside entertainment. Tickets will go on sale for Corned Beef Sandwiches or dinners on February 21st at the Lounge, the 19th Hole and the Administration Building.

The **Dueling Pianos** are coming to Barefoot Bay for two shows on March 28th and March 29th. Tickets are \$15 and will be sold on Monday, March 3 at 9am in the Administration conference room.

Flyers with all the details are posted.

## Golf-Pro Shop

- Tournaments at BBRD Golf Course:
  - CVO Tournament
    - March 7<sup>th</sup>, 08:30am Shotgun
    - \$28 to \$38 based on golf membership status
    - Sign up at pro shop on-going
    - For more information call 664-3174
  - 18 Hole Ladies Invitational
    - March 10<sup>th</sup>, 08:30am Shotgun
    - \$28 to \$48 based on golf membership status
    - Sign up at Pro Shop on-going
    - For more information call 664-3174
- BBRD Song CD available for purchase
- Lake bank restoration project complete
  - Grow in will take about 2 weeks
- ADA golf cart arrived



## BAREFOOT BAY RECREATION DISTRICT

- Inspection and policy for use will be completed this week
- Ready for player use starting March 2nd
- Netting on Tee #1 was damaged by high winds last weekend
  - Replacement poles and hardware should arrive this week
  - Expected completion of repair early next week
  - Temporary tee are in use
- Starting March 8<sup>th</sup> Pro Shop hours will be 7:00am to 6:30pm due to Daylight Saving Time

### Property Services

- Set up and broke down for the Barefoot by the Lake Festival
- Continued work on the miniature golf course project
- Cleaned all evaporator coils on A/C units
- Pressure washed the entrance walls and prepared for paint
- Pressure washed the sidewalks and shuffleboard courts
- Continued work on the FY21 Property Services Budget requests
- Replaced Pool 3 pump
- Resolved mystery water leak in the Veteran's Gathering Center
- Painted fences at pools 2 & 3
- Replaced burned out lights on shuffleboard with LED fixtures
- Installed shutoff on waterline near bocce
- Continued soliciting bids for various projects
- Repaired damaged urinal valve at building A men's room
- Continued to meet with and develop proposal for pool 1 and 2 pit projects
- Re installed Peek box at building C
- Installed replacement panels for building A Kitchen and the main distribution panel
- Began stormwater bank repair on East Lake behind Pompano Ct.
- Refocused the overhead projector for the BOT meetings
- Continued soliciting bids and quotes for various projects

### **Attorney's Report**

Mr. Repperger gave an update on the 3 worst cases that have been filed and stated that the Blissful Things case hearing should be set no later than March 13, 2020.

### **Incidental Trustee Remarks**

Mr. Compton expressed his gratitude to the Barefoot Bay staff putting the festival together.  
Mr. Maino made a PSA about financial scams and reminded everyone to be cautious.



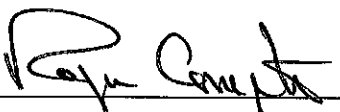
# BAREFOOT BAY RECREATION DISTRICT

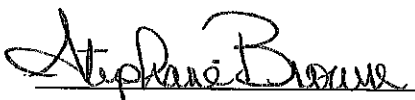
## Adjournment

The next meeting will be on March 13, 2020 at 1pm in Building D/E

Mr. Loveland made a motion to adjourn. Mr. Klosky adjourned.

Meeting adjourned at 10:06 PM

  
Roger Compton, Secretary

  
Stephanie Brown, District Clerk

## **Board of Trustees      Meeting Agenda Memo**

Date: Friday, June 12, 2020

Title: **Community Manager Evaluation**

Section & Item: 9.A

Department: Administration, District Clerk

Fiscal Impact: None

Contact: Joseph Klosky, Chairman, Stephanie Brown, District Clerk,  
District Clerk

Attachments:

Reviewed by

General Counsel: N/A

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



### **Requested Action by BOT**

### **Background and Summary Information**

Evaluations were given to the BOT prior to the meeting.

## Board of Trustees

Date:

Title:

Section & Item:

Department:

Fiscal Impact:

Contact:

Attachments:

Reviewed by

General Counsel:

Approved by:

## Meeting Agenda Memo

Friday, June 12, 2020

**General Counsel Evaluation**

9.B

Administration, District Clerk

None

N/A

John W. Coffey, ICMA-CM, Community Manager

### Requested Action by BOT

### Background and Summary Information

Evaluations were given to the BOT prior to the meeting.





## Board of Trustees Meeting Agenda Memo

Date: Friday, June 12, 2020  
Title: Discussion of Prohibiting Parking on Common Areas  
Section & Item: 9.C  
Department: Administration, District Clerk  
Fiscal Impact: TBD  
Contact: Joseph Klosky, Chairman, John W. Coffey ICMA-CM, Community Manager  
Attachments: Nov 13 2015 BOT meeting minutes  
Reviewed by  
General Counsel: N/A  
Approved by: John W. Coffey, ICMA-CM, Community Manager



### Requested Action by BOT

Discussion of Chairman Klosky's proposal to prohibit vehicular parking on common areas, possible enforcement mechanisms, and direction to staff.

### Background and Summary Information

On Nov. 05, 2015, the Facilities Planning Committee voted to recommend to the BOT that all motorized vehicles be prohibited from "green" areas of BBRD except designated areas. At the Nov. 13, 2015 BOT meeting the Trustees voted 3-2 to take no action on the recommendation.

Chairman Klosky requested this item be placed on the agenda due to his concern of parking on common areas especially back of the Shopping Center and along the Pickle Ball/Tennis Courts. The reader should note, the DOR prohibition against parking on the grass only applies to residential properties within BBRD and therefore are not applicable to common areas.

Staff requests direction regarding this matter.



# BAREFOOT BAY RECREATION DISTRICT

## Board of Trustees Regular Meeting Friday, November 13, 2015 1 P.M. –Building D&E

The Barefoot Bay Recreation District held a Regular Meeting on November 13, 2015 in Building D&E, 1225 Barefoot Boulevard, Barefoot Bay, Florida. Mr. Klosky called the meeting to order at 1:00 P.M.

### **Thought for the Day**

Mr. Klosky asked for a moment of silence to honor our service personnel both past and present who have helped protect our country. He also asked that we remember our Barefoot Bay residents.

Mr. Guinther led the Pledge of Allegiance to the Flag.

### **Roll Call**

Present: Mr. Klosky, Mr. Cavaliere, Mr. Lavier, Ms. Crouse and Mr. Guinther. Also present: Jason Pierman, SDS, John W. Coffey, Community Manager, Amanda Smith, Gray and Robinson and Dawn Myers, District Clerk. General Counsel Repperger was excused.

### **Minutes**

*Mr. Cavaliere made a motion to approve the minutes from October 27, 2015. Second by Mr. Lavier. Motion carried unanimously.*

### **Treasurer's Report**

Ms. Crouse presented the Treasurer's Report for November 13, 2015.

*Mr. Lavier made a motion to accept the Treasurer's Report. Second by Mr. Cavaliere. Motion carried unanimously.*

### **Audience Participation (Agenda items only)**

None brought forward

### **Old Business**

#### **Case # 15-001409 1135 NAVAJO DRIVE**

Ms. Sue Cuddie has been in contact with the financial institution overseeing the property. They are in process of resolving the skirting issue. Ms. Cuddie asked that we continue this case until the next meeting to allow them the time to finish repairs.

*Mr. Cavaliere made a motion to table the item until the next meeting. Second by Mr. Guinther. Motion carried unanimously.*

### **Watercraft Storage at the BBRD Pier**

Per Board request Mr. Coffey brought the issue of watercraft storage at the pier back to the agenda for consideration. Staff has researched options for kayak and canoe storage underneath the pier and found that single stack racks will hold up to ten watercrafts. There is room to place the double stack racks which doubles the storage capacity. He recommends required registration of approved watercrafts, a nominal processing fee and quite possibly a lottery system due to limited space compared to the number of potential applicants. Ms. Crouse was opposed to the storage at the pier and voiced some concern regarding use of the racks by non-residents frequenting the islands along the river. She reiterated that the DOR was recently amended to include provision for kayak storage on homeowners' property. Mr. Guinther commented on the lack of appropriate time provided to the residents at the meeting where the Board withdrew authorization to store watercrafts at the pier. He does not foresee the problem with unauthorized use from non-residents becoming an issue.



# BAREFOOT BAY RECREATION DISTRICT

*Mr. Guinther made a motion to approve kayak and canoe storage at the Barefoot Bay Pier. Second by Mr. Cavaliere. Mr. Klosky and Ms. Crouse were opposed. Motion passed 3-2.*

## **New Business**

### **DOR Violations**

Case # 15-003059 710 BAREFOOT BOULEVARD

The Violations Committee met on 10/09/2015 and found ARTICLE III, SECT. 2 (C) Condition of Prop. (C) Debris.

Ms. Cuddie stated that the owner has made efforts to resolve the violations. She asked to continue this case until the next meeting to allow the property owner additional time to complete the necessary repairs.

*Mr. Cavaliere made a motion to continue Case # 15-003059 710 BAREFOOT BOULEVARD to the next meeting. Second by Mr. Lavier. Motion carried unanimously.*

Case # 15-002291 922 FIR STREET

The Violations Committee met on 10/23/2015 and found ARTICLE III, SECT. 2 (C) Condition of Prop. (C) Debris.

Ms. Cuddie reported that this property has come into compliance by the date of this meeting.

### **Replacement Building F Architectural Services Award of Contract**

Mr. Coffey presented the scope and design proposal for the concrete block replacement Building F from TLC Architect, Dave Nagrodsky. The proposal came in at \$65,000 for design and the construction overview of the plan during the building phase.

Mr. Ernest Loening requested the Board of Trustees terminate the contract with Gray and Robinson as he is not in agreement with General Counsel's opinion that the replacement Building F does not have to go out to referendum. Mr. Guinther clarified that General Counsel Repperger is the District attorney and his opinion is respected and accepted by the Board.

Mr. Hurrol Brinker had several questions regarding the breakdown of costs presented for the scope and design proposal. He asked that the subject be brought for consideration to the Finance Committee and tabled until the new Board is organized.

Ms. Jeanne Osborne stated that this proposal should move forward now. She personally recalled the court approved right and fiduciary responsibility given to the Board of Trustees to retain, upkeep and replace the District facilities. She stated that she was in favor of the modular building originally approved by the Board, but supports this decision for a concrete block project as it is the Board's right to move forward.

Mr. Bob Kahl asked that the Board put this subject out for referendum with proper transparency of all costs for the residents to decide.

Mr. Cavaliere assured the residents that the Board is within their rights to replace the building and asked that the residents remember the Board of Trustees have maintained complete transparency of the entire process and will continue to do so. He asked that the residents keep in mind that the trustees have only the best interest for the community in mind. Mr. Lavier stated his opinion that the replacement building and the location for the building be put out to referendum for a decision by the residents. Mr. Klosky was also in agreement that the topic should be put out to referendum. Ms. Crouse reminded the residents that if this topic fails again the building cannot be replaced though it is very obvious the building is in disrepair. She clarified that the referendum requirement is in place as a purchase guideline for new



# BAREFOOT BAY RECREATION DISTRICT

products and goods brought into the community, Building F is already a District facility and falls under the Board's responsibility to repair and maintain District facilities in the Charter.

*Mr. Cavaliere made a motion to move forward with the Architectural Services Award of Contract. Second by Ms. Crouse. Mr. Klosky and Mr. Lavier opposed. Motion passed 3-2.*

## **Replacement Building F Architectural Guidance Ad Hoc Committee Establishment**

Mr. Coffey asked for the names of two representatives of the community to be submitted by each trustee; thereby establishing the AD HOC Architect Advisory Committee. Three staff members will also sit on the committee. Sue Cuddie, Matt Goetz and John Coffey will be advisory members on the committee via ex officio. The committee will provide input regarding the outer scope of design for the replacement Building F. Submissions per trustee were as follows:

Mr. Guinther – Paul Voit, Hurrol Brinker

Ms. Crouse – Katherine Lesh, herself

Mr. Klosky – Carole Kennedy, E.J. Wright

Mr. Cavaliere – Jeanne Osborne

Mr. Lavier – Leonard Pelligrino, Tom O'Donnell

*Mr. Cavalier made a motion to adopt the committee members as selected and establish the Ad Hoc Architect Advisory Committee. Second by Ms. Crouse. Motion carried unanimously.*

## **Fiscal Year 2014/15 Year-End Budget Amendments and Resolution**

At the end of each fiscal year, staff requests the Board to reallocate budgeted expenditures between departments. Acting General Counsel Amanda Smith read the resolution:

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE BAREFOOT BAY RECREATION DISTRICT AMENDING RESOLUTION 2014-06; AMENDING THE BUDGET; PROVIDING FOR AN EFFECTIVE DATE

BA Request #1: \$146,370 total for Administration, Food & Beverage, Golf, Maintenance, Custodial, Pools, Recreation, and Vehicle Storage Departments.

BA Request #2: \$11,625.09 total for Capital and Grants Departments.

*Mr. Lavier made a motion to approve the resolution amending resolution 2014-06 amending the budget. Second by Mr. Cavaliere. Motion passed unanimously.*

## **FY 2015 4th quarter Capital & Grants Transfer and Resolution**

Staff recommends the BOT approve the transfer of \$58,606.62 from SBA Capital Improvement Account to BOA Operating Account. Acting General Counsel Amanda Smith read the resolution:

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE BAREFOOT BAY RECREATION DISTRICT; AUTHORIZING THE TRANSFER OF FIFTY EIGHT THOUSAND SIX HUNDRED SIX DOLLARS AND 62/100 CENTS (\$58,606.62) FROM THE DISTRICT'S STATE BOARD OF ADMINISTRATION CAPITAL IMPROVEMENT ACCOUNT TO THE DISTRICT'S OPERATING ACCOUNT; PROVIDING FOR CONFLICTS; PROVIDING AN EFFECTIVE DATE.

*Mr. Cavaliere made a motion to approve the resolution authorizing the transfer of \$58,606.62 from the District's SBA Capital Improvement Account to the District Operating Account. Second by Mr. Lavier. Motion passed unanimously.*

## **FY16 Carryover Projects Budget Amendment**

Staff prepared a list of unfinished projects from FY15 to carryover to FY16 Adopted Budget. The grand total of all carryover projects from FY15 to FY16 is \$83,015.08. Staff recommends the Board approve



# BAREFOOT BAY RECREATION DISTRICT

the resolution for carryover FY15 Unfinished Projects to FY16 Adopted Budget. Acting General Counsel Amanda Smith read the resolution:

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE BAREFOOT BAY RECREATION DISTRICT AMENDING RESOLUTION 2015-12; AMENDING THE BUDGET; PROVIDING FOR AN EFFECTIVE DATE.

*Mr. Cavaliere made a motion to approve the resolution amending resolution 2015-12 amending the budget. Second by Ms. Crouse. Motion passed unanimously.*

## **Various projects Budget Amendments and Resolution**

In FY 2015, the Board approved various projects that require Budget Amendments to the FY15 and FY16 Adopted Budget. The projects for the Budget Amendments agenda are: Entrance Wall project, Egret Bridge Rail Replacement project, Scoreboard at Softball Field project, Pool 3 Pit Replacement project, Lawn Bowling Renovation project and Intermodal Path Phase 1 project. Acting General Counsel Amanda Smith read the resolution:

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE BAREFOOT BAY RECREATION DISTRICT AMENDING RESOLUTION 2014-06 AND RESOLUTION 2015-12; AMENDING THE BUDGETS; AND AUTHORIZING THE TRANSFER OF FIFTY NINE THOUSAND EIGHT HUNDRED FORTY NINE DOLLARS AND 81/100 CENTS (\$59,849.81) FROM THE DISTRICT'S SBA RESERVE ACCOUNT TO THE DISTRICT'S BOA OPERATING ACCOUNT; PROVIDING FOR CONFLICTS; PROVIDING AN EFFECTIVE DATE.

*Mr. Cavaliere made a motion to approve the resolution amending resolution 2015-12 amending the budget. Second by Mr. Guinther. Motion passed unanimously.*

## **Facilities Planning Committee's Recommendation: Common Area Usage Limitations**

The Facilities Planning Committee made three recommendations to present to the Board for consideration at their last committee meeting. Items presented to the Board for consideration:

- 1.) Prohibit all motorized vehicles from driving on the "green" areas of BBRD except designated areas.
- 2.) Close Egret Bridge to all Motorized Traffic
- 3.) Review all Signage

Mr. Guinther acknowledged that the Board made a decision on these items at a recent meeting and voiced his disagreement with bringing the items back to the agenda. He made a motion to move past these recommendations. Mr. Lavier seconded the motion for discussion. Ms. Crouse reminded the residents that the recommendation is not a complete restriction and encouraged further consideration of the exceptions to the prohibition. Several residents spoke at the podium requesting that the Board rethink these items and offered suggestions such as designating paths for the golf carts rather than prohibiting carts from all green areas. Some residents voiced concern that restricting the golf carts will encourage some people to bypass the closures and resume illegal passage through private property. Discussion regarding resident dissatisfaction about the proposal to restrict vehicles from using the Egret bridge ensued. Mr. Lavier acknowledged that cars are also at fault for driving on the green areas and this will be a difficult policy to uphold. Mr. Klosky stated the recommendation on signage should be addressed.

*Mr. Guinther made a motion to take no action on the recommendations from the Facilities Planning Committee at this time. Second by Mr. Lavier. Mr. Klosky and Ms. Crouse opposed. Motion passed 3-2.*

## **Resident Relations Golf Cart Replacement Budget Amendment and Resolution**

In preparation of hiring the additional part-time DOR Enforcement Officer, staff conducted a safety



# BAREFOOT BAY RECREATION DISTRICT

inspection of the Resident Relations golf cart and determined that it was beyond the useful economic lifespan and not cost effective to repair. Acting General Counsel Amanda Smith read the resolution: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE BAREFOOT BAY RECREATION DISTRICT AMENDING RESOLUTION 2015-12; AMENDING THE BUDGET; PROVIDING FOR AN EFFECTIVE DATE.

Staff recommends the Board approve the Golf Cart Replacement Project in FY16 Adopted Budget. Staff will then procure the cart per BBRD Policy Manual standards.

*Mr. Lavier made a motion amending resolution 2015-12 amending the budget. Second by Mr. Guinther. Motion passed unanimously.*

## **Courtesy Golf Cart Procurement**

Trustee Guinther requested the subject of a shuttle golf cart service from Building A parking lot to Building A for handicap and elderly residents be brought back for consideration by the Board. Staff did the necessary pricing research. The cost of a courtesy golf cart varies greatly based on age and condition. A new STARev People Movers 48-61 6-seater starts at \$10,234. A used 1997 Club Car 6 seater is available for approximately \$5,000. However, an estimated \$1,000 in maintenance costs is projected to bring the cart up to Property Services' standards. Although there is no dedicated budget for a courtesy golf cart in the FY16 Budget, the Capital Department Contingency account has a current available balance of \$20,448.86. Discussion ensued regarding the benefits of procuring the courtesy golf cart.

*Mr. Guinther made a motion to procure a new courtesy golf cart. Second by Mr. Lavier. Motion passed unanimously.*

## **Manager's Report**

Mr. Coffey discussed the D/E Complex conceptual design discussion with TLC Architects at the upcoming Facilities Planning Committee Meeting on December 3, 2015 at 2:30P.M. Discussion will include options for the 19<sup>th</sup> Hole kitchen and dining area, ProShop and Cart Barn and the current D/E meeting rooms. The Building A electrical assessment proposal report resulted in an estimate of \$159,500 in upgrades required within the next few years. The proposal was submitted to the Trustees for review and staff is in process of acquiring quotes for the two most immediate concerns. He gave updates on the roof replacement gutter phase for the Property Service maintenance building and the new shed for the Garden Club. The quote for the maintenance building replacement gutters have been signed and repairs should take only a few days to complete. The Garden Club shed transition should commence in January. A representative from B.S.E. Consultants, sub-contractor for TLC Engineering, will assess our stormwater system for improvements. Staff is currently accepting capital projects ideas from trustees, committees and/or individual residents. Please submit any ideas you may have in order of priority and include pricing if known and please include contact information.

## **Attorney Report**

Acting General Counsel Amanda Smith thanked the Board for allowing her to be present today. She conveyed General Counsel Repperger's regards and his assertion that he will be present at the next meeting in December.

## **Trustee Liaison Report**

Mr. Klosky read the Property Services report. Pools 2 and 3 have passed county inspection and Pool 1 will be inspected next month. Pool 1 will close at 6PM on Thanksgiving Day and Pool 2 and 3 will close



# BAREFOOT BAY RECREATION DISTRICT

at 3PM. He also read the Food and Beverage report. The 19<sup>th</sup> Hole now features a limited breakfast menu. Please be advised the 19<sup>th</sup> Hole and the Lounge will be closed for Thanksgiving Day.

Ms. Crouse announced the Finance Committee Meeting on November 19<sup>th</sup> in Building C beginning at 10AM. The committee welcomes a speaker from an investment firm to present a plan for future investments. She hopes the Finance Committee will have enough information after this meeting to formulate a proposal for submission to the Board of Trustees for consideration. The Recreation Committee will meet on November 19<sup>th</sup> at 2PM in Building E. Topics include refurbishing the fitness stations on the walking path, nature posters and parking lot surfaces. Ms. Crouse commented on an incident where an unleashed dog caused concerns for a resident. She requested the Board consider allowing DOR Enforcement to enforce the leash policy currently in the DOR and supported by the Brevard County leash laws.

Mr. Cavaliere will provide a report on the HOA at the next meeting as he has just been appointed liaison to the HOA this week. Mr. Cavaliere will also discuss facilities at the next meeting considering the length of time spent on facility discussion at this meeting today.

Mr. Guinther reported that the ARCC committee reviewed twenty-three applications, approved twenty-two and put one on hold. Ten inspection reports were submitted. The next meeting will be held on November 24<sup>th</sup> at 9AM in Building D. He reported sixteen violations cases processed at the recent Violations Committee with eight in violation and eight brought into compliance. The next meeting will be on December 11<sup>th</sup> at 10AM in Building D/E. Violations Committee will not meet on Friday, November 27<sup>th</sup> and December 25<sup>th</sup> for the holidays. Mr. Guinther thanked Dawn Myers for her part in launching the Community Art Program Art Exhibit in Building A. Various artists will display their artwork, all available for purchase, in Building A on a monthly basis going forward, so please stop in to view the wonderful artwork currently on display. Please contact Ms. Myers if you are interested in adding your artwork to the exhibit at 772.664.3141. Mr. Guinther also thanked all the volunteers and individuals that helped with the recent Veteran's Day Ceremony.

Mr. Lavier thanked Mr. Guinther for his part in coordination of the Veterans Day Ceremony and Flag Display. Renovations are proceeding well in the ProShop. He reported on recent and upcoming golf tournaments. Member/Member was a success last weekend with 106 participants, the Golf Fore Tots Tournament for children in need will be held tomorrow and has full registration at 100 participants. Next Saturday is the Sadie Hawkins Tournament more details to follow. Mr. Lavier reported on the recent overseeding of the putting green, driving range and fairways. This will help the conditions of the greens immensely.

## **Trustee's Incidental Remarks**

Mr. Klosky wanted to acknowledge long term resident and survivor of the battle at Iwo Jima, 95 years young and thanked him for his participation in the Veterans Day Parade. He thanked Sandy Lobello for taking over the coordination of the ceremony, Mr. Guinther and all the volunteers who helped make it a success and for the residents who took the time to come out to the parade and ceremony. Mr. Klosky requested waiving the 2<sup>nd</sup> meeting in November due to the holidays.

*Mr. Cavaliere made a motion to waive the second meeting in November. Second by Ms. Crouse. Motion passed unanimously.*





# BAREFOOT BAY RECREATION DISTRICT

Mr. Klosky requested funding from the Board to support the 10<sup>th</sup> Annual Barefoot Bay Christmas Parade on Sunday, December 6, 2015 at 5:30PM starting at the 19<sup>th</sup> Hole. He will also request funding from the HOA.

*Mr. Lavier made a motion to approve \$300 from BBRD to fund the Christmas Parade. Second by Mr. Guinther. Motion passed unanimously.*

Ms. Crouse gave an update on the Home Alone program discussed at the October 27<sup>th</sup> District meeting. She did follow up with the sheriff's office and was informed that they do not have any specific programs like this other than neighborhood watch programs. They did encourage local churches and clubs to organize locally. She thanked everyone for coming out to vote on November 3, 2015. Ms. Crouse discussed the role of trustee and of the District documents which are put in place to help uphold the principles of the District. She hoped the newly elected trustees will be successful in their new positions. She stated her place on the Board has been a privilege to serve the residents in Barefoot Bay in the past years and she will continue to serve the community in some capacity.

Mr. Lavier inquired about the AC problem in the hallway of Building A and about the softball scoreboard. Mr. Coffey will investigate the status of the AC next week and stated the permit is still at the County but is following the process closely. Mr. Lavier inquired about the removal of the fencing at Building D/E parking lot. Mr. Coffey stated the Board consensus was to remove the fence rather than clean it at the past budget meetings.

## **Audience Participation**

Ms. Jeanne Osborne voiced support of this past Veteran's Day ceremony and thanked Sandy Lobello for a magnificent job with the ceremony this year.

Mr. Bob Kahl asked for a follow up to the question of the District sponsoring the Home Alone program at the last meeting. Ms. Myers will forward the recommendation from the District insurance company for coverage of the program.

Ms. Carole Kennedy asked about the width of the walking path and if it is in keeping with the grant requirements. Mr. Coffey believed it was but will investigate to be certain and communicate his findings to Ms. Kennedy.

Mr. Harold Wortman announced the annual HOA Thanksgiving Dinner has sold out at Building A. The dinner will be catered by Red Rooster Café. He thanked all the people who helped with the coordination of the dinner and with donations of dinner delivered to those that could not make it out to Building A on Thanksgiving Day.

The next Board of Trustees meeting will be on Friday, December 11, 2015 at 1PM in Building D/E.

*Mr. Lavier made a motion to adjourn. Second by Mr. Cavaliere.*

*Meeting adjourned 2:15PM*

---

Thomas Guinther, Secretary

---

Dawn Myers, District Clerk

## Board of Trustees

## Meeting Agenda Memo

Date: Friday, June 12, 2020

Title: **FY20 Budget Amendment: NRP program**

Section & Item: 9.D

Department: Administration, Finance

Fiscal Impact: \$20,950

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

Attachments: Bill of Sale - 517 Egret Circle, Bill of Sale - 969 Laurel Circle, 200612 Agenda 2020-07 ~Memo NRP Funding, 200612 Resolution 2020-07 - Increase in NRP for Proceeds

Reviewed by

General

Counsel: N/A

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



### Requested Action by BOT

Board Approval of increasing the budget for the NRP Program by the \$20,950 in revenue received from the sale by auction of 2 lots previously purchased through the NRP.

### Background and Summary Information

Beginning in FY16, the BOT has budgeted annually monies for the acquisition of distressed properties, the removal of the homes and the sale of the property to stabilize and revitalize neighborhoods in decline. On 25Jul17, the Neighborhood Revitalization Program BOT Sub-Committee was established by the BOT.

An auction to divest BBRD of two (2) acquired properties was scheduled to occur March 14th to March 20th, 2020: the results of which are listed in the table below:

Staff recommends the BOT approve Resolution 2020-07 increasing the budgeted Proceeds from the Sale of Assets by \$20,950 and increase the NRP program budget by \$20,950.

**Barefoot Bay Recreation District, FL**  
**625 Barefoot Blvd**  
**Barefoot Bay, FL 32976-7305**

**Bill of Sale Date:** 20 Mar 2020**Bill of Sale Number:** 3202020**Asset ID:** 30**Inventory ID:** 30**Description of Property**

517 Egret Circle, Barefoot Bay, FL 32976

**Award Amount**

10050.00

**Asset Information****Year:****Make/Brand:****Model:****VIN/Serial:****Meter:****Title Restriction:**

Not Applicable

**Sale Information****Actual Sold Amount:** USD \$10,050.00**Paid On:** 20 Mar 2020 by Wire Transfer**Other Amount:** USD \$0.00**Other Amount Description:****Buyer's Premium:** USD \$1,256.25**Tax Rate:** 0%**Tax Amount:** USD \$0.00**Total Amount:** USD \$11,306.25**\* Taxable Items**

troy douglas  
704 Osmosis Dr SW  
Palm Bay, FL 32908 USA  
endeavorconstinc@comcast.net  
7724737213

Asset is sold as is, where is and without warranty. Once the asset is removed from the seller's premises there is no refund of monies previously paid.

**Buyer/Agent Signature:** \_\_\_\_\_**Print Name:** \_\_\_\_\_**Date:** \_\_\_\_\_

**Barefoot Bay Recreation District, FL**  
**625 Barefoot Blvd**  
**Barefoot Bay, FL 32976-7305**

**Bill of Sale Date:** 20 Mar 2020

**Bill of Sale Number:** 3202020

**Asset ID:** 29

**Inventory ID:** 29

---

**Description of Property**

**Award Amount**

969 Laurel Circle, Barefoot Bay, FL 32976

10900.00

---

**Asset Information**



**Year:**

**Make/Brand:**

**Model:**

**VIN/Serial:**

**Meter:**

**Title Restriction:**

Not Applicable

---

**Sale Information**

**Actual Sold Amount:** USD  
\$10,900.00

**Paid On:** 20 Mar 2020 Wire Transfer

**Other Amount:** USD \$0.00

**Other Amount Description:**

**Buyer's Premium:** USD \$1,362.50

**Tax Rate:** 0%

**Tax Amount:** USD \$0.00

**Total Amount:** USD  
\$12,262.50

**\* Taxable Items**

---

michael friel  
336 Great River Rd  
Great River, NY  
11739-3010 USA  
friel442@gmail.com  
6315300005

Asset is sold as is, where is and without warranty. Once the asset is removed from the seller's premises there is no refund of monies previously paid.

Buyer/Agent Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

## Board of Trustees Meeting Agenda Memo

Date: June 12, 2020  
**Title: NRP Funds**  
Section & Item:  
Department: Administration: Finance  
Fiscal Impact: \$20,950.00  
Contact: Charles Henley, Finance Manager  
Attachments: Bills of Sale for:  
517 Egret Circle and 969 Laurel Circle;  
Resolution 2020-07

Reviewed by  
General Counsel: N/A  
Approved by:



### Requested Action by BOT

Board Approval of increasing the budget for the NRP Program by the \$20,950 in revenue received from the sale by auction of 2 lots previously purchased through the NRP.

### Background and Summary Information

Beginning in FY16, the BOT has budgeted annually monies for the acquisition of distressed properties, the removal of the homes and the sale of the property to stabilize and revitalize neighborhoods in decline. On 25Jul17, the Neighborhood Revitalization Program BOT Sub-Committee was established by the BOT.

An auction to divest BBRD of two (2) acquired properties was scheduled to occur March 14th to March 20th, 2020: the results of which are listed in the table below:

Description	Buyer	High Bid	GovDeals Fee	Net Payment	Payment Date
517 Egret Circle, Barefoot Bay, FL 32976	Douglas	\$ 10,050	\$ -	\$ 10,050	3/20/2020
969 Laurel Circle, Barefoot Bay, FL 32976	Friel	\$ 10,900	\$ -	\$ 10,900	3/20/2020

Staff recommends the BOT approve Resolution 2020-07 increasing the budgeted Proceeds from the Sale of Assets by \$20,950 and increase the NRP program budget by \$20,950.

**RESOLUTION 2020-07**

**A RESOLUTION OF THE BOARD OF TRUSTEES  
OF THE BAREFOOT BAY RECREATION  
DISTRICT AMENDING RESOLUTION 2019-03;  
AMENDING THE BUDGET.**

**WHEREAS**, the Barefoot Bay Recreation District Board of Trustees adopted Resolution 2019-03, an operating Budget for the Fiscal Year beginning October 1, 2019 and ending September 30, 2020; and

**WHEREAS**, the Board of Trustees is desirous of amending the previously adopted Budget; and

**WHEREAS**, the Board of Trustees has ascertained that the following amendments are necessary to provide for the operation of the District for the Fiscal Year 2018-19:

An Amendment in the amount of \$20,950 to be added to the Proceeds Sales of Fixed Assets revenue line item in the R&M Capital Department.

An Amendment in the amount of \$20,950 to be added to Neighborhood Revitalization Program expenditure line item in the R&M Capital Department Budget.

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

**Section 1.** The amendment shall be made to the operating Budget for the Fiscal Year beginning October 1, 2019 and ending September 30, 2020.

**Section 2.** The Community Manager and the Finance Manager are directed to adjust FY 2019/20 Adopted Budget.

**Section 3.** This resolution shall become effective immediately upon adoption.

The foregoing Resolution was moved for adoption by Trustee \_\_\_\_\_. The motion was seconded by Trustee \_\_\_\_\_ and, upon being put to a vote, that vote was as follows:

Chairman, Joseph Klosky  
Trustee, Michael Maino  
Trustee, Luann Henderson  
Trustee, Roger Compton  
Trustee, Randy Loveland

The Chairman thereupon declared this Resolution Done, Ordered, and Adopted on this 12<sup>th</sup> day of June 2020.

**BAREFOOT BAY RECREATION DISTRICT**

By: \_\_\_\_\_  
Joseph Klosky,  
CHAIRMAN

\_\_\_\_\_  
Roger Compton,  
SECRETARY



## Board of Trustees

## Meeting Agenda Memo

Date: Friday, June 12, 2020

Title: **Selection of RFP Evaluation Committee Member for Shopping Center Roof Replacement Project**

Section & Item: 9.E

Department: Administration, District Clerk

Fiscal Impact: N/A

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

Attachments: RFP attachment Policy Manual excerpt, RFP Shopping Center Roof 12Jun20

Reviewed by

General Counsel: N/A

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



### Requested Action by BOT

Selection of one Trustee to serve as a voting member of the Request for Proposal Evaluation Committee for the Shopping Center Roof Replacement project.

### Background and Summary Information

- In 2014, the BOT authorized the replacement of the flat roof on Building 935 with a low sloped roof. During the warranty period and thereafter, multiple leaks plagued the tenant of the building and multiple attempts at addressing the leaks failed to eliminate all of the them (most were eventually sealed).
- In 2019, an assessment of all BBRD facilities resulted in the low sloped roof being deemed "expired" due to "a roof design and/or materials which do not facilitate proper drainage." Additionally, the report stated "An engineering study is highly recommended to properly address possible changes of roof pitch and the modification of the internal roof drainage system."
- On August 09, 2019, the BOT approved a design proposal for the replacement of the low sloped roof on Building 935. After a site inspection by the design team, the BOT later approved change orders to address code deficiencies and the replacement of the existing grease exhaust fan on Building 937.
- On January 10, 2020 the BOT, by consensus, agreed to forgo a formal RFP process for this project and to directly solicit bids from local roofing contractors.
- Subsequently, staff solicited bids from multiple vendors with limited success. Two vendors submitted bids which staff does not believe covers all the desired work (and the vendors have been unwilling to amend their bids to staff's satisfaction). Hence, staff believes the best course of action at this point is to issue a request for proposal in lieu of continuing to seek direct bids.

The FY21 Proposed Budget contains \$130,000.00 (in FY20 year-end estimated use of fund balance) in the R&M/Capital Department for the roof replacement project which contains the following elements:

- Removal of existing low sloped roof on Building 935 (larger of two buildings)
- Installation of a new flat roof and associated work on Building 935
- Replace and relocate the existing grease exhaust fan on Building 937 (smaller of two buildings)

The Policy Manual requires a request for proposal (RFP) process be used for any project anticipated to cost over \$50,000. Additionally, the evaluation committee shall consist of three voting members (one Trustee, one employee from the user department and one non-employee resident as selected by the Community Manager) plus two non-voting members (Chairman of the BOT and the Community Manager).

The anticipated schedule is listed on the following page.

Order	Task	Date (and Time if applicable)
1	Florida Today Advertisement	June 15, 2020
2	Publication Date	June 16, 2020
3	Advertisement	June 6, 2020 through July 15, 2020
4	Required Pre-Submittal Site Inspection	June 30, 2020 10am-Noon or by appointment (mattgoetz@bbrd.org)
5	Deadline for Written Questions	July 8, 2020
6	Responses/Addendum Issued	June 8, 2020 through July 10, 2020
7	Submission Deadline (RFQ close date)	July 15, 2020 (4:30pm) at the Administration Bldg. 625 Barefoot Blvd.
8	RFQ Opening and Evaluation Committee Meeting Date (Discussion & Review)	July 16, 2020 (10:00am Bldg. D/E at 1225 Barefoot Blvd.)
9	Additional Evaluation Committee Meetings (Short listing, if needed, otherwise vote to recommend award to Board of Trustees)	July 23, 2020 (10:00am Bldg. D/E at 1225 Barefoot Blvd.)
10	Evaluation Comm. Interviews (if needed) and vote to recommend the top respondents to Board of Trustees	Date & Time TBD (no later than August 6, 2020)
11	Board of Trustees award of contract	August 14, 2020 (1:00pm, Bld. D/E)

Weighted criteria to be used by the evaluation committee to select a recommended vendor shall be as follows:

- Experience and References: 30%
- Start Date and Number of Days of Project 20%
- Cost Proposal: 50%

Hence, the BOT needs to select one Trustee to serve as a voting member. Afterwards, the Community Manager will announce the 5 persons who will serve on the RFP evaluation committee and the start and end dates for the RFP. Said RFP is attached and will be posted to [BBRD.org](http://BBRD.org) and [Demandstar.com](http://Demandstar.com).

If the BOT wishes to alter to the planned implementation of this project or make changes to the scope of work, the release of the RFP will be postponed until it can be revised according to the wishes of the BOT.

Exhibit A  
Barefoot Bay Recreation District Policy Manual  
**PUBLIC RECORDS REQUEST POLICY**

1. Be properly licensed under existing Federal, State and local laws.
2. Provide a Certificate of Insurance to assure BBRD's insurance provider will not be responsible for any losses in any way arising out of or resulting from the contractor's operations, activities, or services provided to BBRD. Further, contractors must agree to hold harmless and indemnify BBRD for any claims whatsoever, which may arise as a result of the contractor's actions. The amounts and types of insurance required will be specifically detailed in the bidding, purchase, and/or contract documents for each specific project. However, the amounts and types of insurance required shall be no less than those as provided for herein unless otherwise waived or approved by the Board of Trustees:

Workers' Compensation Insurance: statutory benefits, as provided by statute;

Employer's Liability Insurance: \$1,000,000 per occurrence;

Comprehensive or Commercial General Liability Insurance (Including, but not limited to, the following Supplementary Coverages: (i) Contractual Liability to cover liability assumed under this Agreement; (ii) Product and Completed Operations Liability Insurance; (iii) Broad Form Property Damage Liability Insurance; and, (iv) Explosion, Collapse, and Underground Hazards (Deletion of the X,C,U Exclusions), if such exposure exists):

Bodily Injury: \$1,000,000 per occurrence  
Property Damage:\$1,000,000 per occurrence;

Automobile Liability Insurance:

Bodily Injury: \$1,000,000 per occurrence  
Property Damage:\$1,000,000 per occurrence

If a Combined Single Limit is provided, the total coverage shall not be less than \$2,000,000 per occurrence;

Professional Liability Insurance (For professional services as defined pursuant to Florida Law, environmental contractors, or as otherwise specifically required by BBRD): \$1,000,000 per occurrence

The most recent Rating Classification Financial Size Category of the Insurer regarding any coverage's as required herein, as published in the latest edition of AM Best's Rating Guide (Property-Casualty), shall be a minimum of A.

3. Obtain all permits required for the nature of the work.
4. Have the completed job inspected by appropriate staff to affirm correctness of the job before submitting the invoice for payment

#### **Hiring or Use of Employment Service Workers-Temporary Employees**

The contract for services or use of an Employment Agency for temporary employees, that can be funded through an existing departmental available budget, shall have the approval of the Community Manager. Any contract requiring a budget amendment to recognize additional monies for said use will be brought to the Board of Trustees for approval.<sup>36</sup>

Exhibit A  
Barefoot Bay Recreation District Policy Manual  
**PUBLIC RECORDS REQUEST POLICY**

**Purchase or Sale of Properties by BBRD Using Neighborhood Revitalization Program (NRP) Funding**

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

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

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

Any proceeds from sale of properties acquired through the NRP shall be added back into the NRP expenditure account via a budget amendment at the next available meeting after receipt of proceeds for said sale.

**Unacceptable Purchasing Practices**

The following practices are prohibited:

1. Purchase of a product or service prior to obtaining an approved purchase order.
2. Splitting purchase orders into smaller amounts for the purpose of avoiding the need for quotations, or formal bidding.
3. Specifying a purchase as a sole source when other sources, or substitute products or services are available.
4. Miscoding purchases to accounts in order to avoid having to process a budget transfer.

**2.14 FORMAL SEALED BIDS (FOR PURCHASES OF \$50,000 OR MORE)<sup>37</sup>**

**Competitive Procurements Process For Formal Bids**

Formal bids are written documents issued by the Department Heads, and approved by the Community Manager, inviting potential contractors to submit sealed, written pricing for specific goods or services in conformance with specifications, terms, conditions and other requirements described in the bid invitation documents. Formal bids shall be utilized to document procurements of goods and contractual services with an aggregate cost of \$50,000 or more.

Request for Proposals or Request for Qualifications (RFP's, RFQ's) are written documents issued by the Department Heads and approved by the Community Manager, inviting potential vendors to submit sealed proposals for specific professional services or goods in conformance with the scope of services, terms, conditions and other requirements described the RFP documents. RFP's are utilized for procurements of professional services or goods with an aggregate cost of \$50,000 or more. At the time of publication of the RFP/RFQ a copy shall be furnished to each member of the Board of Trustees.

RFQ's/RFP's for engineers/consultants will follow Sec. 287.055 F. S.

Request for Proposals/Qualifications. RFQ's/RFP's shall be publicly advertised as provided by law or otherwise.

Exhibit A  
Barefoot Bay Recreation District Policy Manual  
**PUBLIC RECORDS REQUEST POLICY**

**Specific Procedures for Formal Sealed Bids/Quotes**

Bids/Quotes shall be opened in public at the date, time and place stated in the public notices. No bids shall be accepted after the time and date or at any location other than that designated for bid opening. Bids received late will be returned unopened. All quotes/bids received and accepted will be made available for public inspection ten (10) days after opening or upon recommendation of award, whichever occurs first as per Sec. 119.07 (3) (m), F.S.

A tabulation of all formal sealed bids/quotes received with the recommended award(s) will be available for public inspection in the main offices of the District during regular business hours no later than (3) business days after a public opening. Vendors filing protest of award must do so as per the section titled, "Vendor Complaints and Disputes."

***Award of Bids***

For formal sealed bids/quotes, the user department shall submit a recommendation of award to the Community Manager prior to final award. On all procurements, to determine the lowest responsive and qualified quoter/bidder, the following will be considered:

1. The ability, capacity, equipment, and skill of the quoter/bidder to perform the contract
2. Whether the quoter/bidder can perform the contract within the time specified, without delay or interference
3. The character, integrity, reputation, judgment, experience and efficiency of the quoter/bidder
4. The quality of performance on previous contracts
5. The previous and existing compliance by the quoter/bidder with laws and ordinances relating to the contract
6. The sufficiency of the financial resources to perform the contract to provide the service
7. The quality, availability and adaptability of the supplies or contractual services to the particular use required
8. The ability of the quoter/bidder to provide future maintenance and service
9. The number and scope of conditions attached to the quote/bid

***Waiver of Irregularities***

The Board of Trustees shall have the authority to waive irregularities in any and all formal sealed quote/bids.

***Evaluation Committee***

An evaluation Committee, identified by the Community Manager prior to issuance of the RFP or RFQ, shall review all responses to the RFP or RFQ. The Board shall be advised of the membership of the committee at the time of the issuance of the RFP or RFQ.<sup>38</sup>

Members of the Evaluation Committee shall consist of at least one (1) user department representative, one (1) Board member, and one (1) third-party non-employee resident chosen at the discretion of the Community Manager. The Community Manager and Board Chairman shall serve on the committee as non-voting members.<sup>39</sup>

The Committee should consist of an odd number of people to avoid a tie when selecting the awarded vendor. Selection committee meetings are subject to Sunshine Law; and therefore, public notice of the intended meeting of the committee must be posted in advance to allow for the provision of any special accommodation needs of any attendees. Committee members should not conduct, with another voting committee member, any discussion related to the proposals received except

Exhibit A  
Barefoot Bay Recreation District Policy Manual  
**PUBLIC RECORDS REQUEST POLICY**

during public meetings. A memorandum explaining the evaluation process and committee member responsibilities will be provided to each committee member prior to any meeting.

The user department, in conjunction with the Community Manager shall select evaluation criteria (to include price whenever possible). Such criteria must be stated in the RFP. The user department may also assign a weight to each criterion by its relative importance, with the total weights equal to 100. If used, these weights will be assigned prior to issuance of the solicitation but may or may not be published in the solicitation. If unpublished, the weights will be revealed at the opening of the RFP unless otherwise directed within the RFP. If weights are not assigned, the RFP shall set for the relative importance of the factors in addition to price that will be considered in award. The intent of which is to provide a complete understanding on the part of all competitors of the basis upon which award will be made.

The user department/Community Manager shall issue and receive the RFP proposals. Committee members shall review the received proposals and independently score each proposal for each criterion. Price will be objectively scored, as shown, when applicable.

The lowest priced proposal receives the maximum weighted score for the price criteria. The other proposals should receive a percentage of the weighted score based on the percentage differential between the lowest proposal and the other proposals. All weighted scores are then multiplied by the maximum score available (i.e. 45%) to determine the total percentage awarded.

<u>VENDOR PRICE</u>	<u>% AWARDED</u>	<u>X</u>	<u>WEIGHT</u>		<u>WEIGHTED SCORE</u>
A     \$20,000	(100 %)	X	45%	=	45
B     \$25,000	(80%)	X	45%	=	36
C     \$28,000	(71%)	X	45%	=	31

\*Vendor B's percentage is  $\$20,000/\$25,000 = 80\%$

\*\* Vendor C's percentage is  $\$20,000/\$28,000 = 71\%$

NOTE: Weighted Score shall be rounded to nearest whole number price evaluation and calculation may be revised to conform to the needs for each individual RFP selection committee. Each committee member shall then rank each vendor's score. A scoring sheet (Exhibit A) shall be completed by each voting committee member. The rankings are then added for each vendor and the vendor with the lowest sum of collective rankings is recommended for award. A ranking sheet (Exhibit B) compiling the ranking of each proposal shall be completed by the Community Manager and posted with the scoring sheets.

If oral presentations are requested and the vendors short-listed, the original rankings are eliminated and the process begins again. At a minimum, three (3) vendors should be short-listed. A summary of total scores and rankings will be prepared for the vendors after all members of the evaluation committee have reviewed and evaluated the written and, if required, oral presentations. A copy of all evaluation forms and notes completed by each evaluator must be maintained by the Community Manager for review and audit records. The Community Manager will prepare an agenda item for Board approval of the recommended award.

Exhibit A  
Barefoot Bay Recreation District Policy Manual  
**PUBLIC RECORDS REQUEST POLICY**

If fewer than three sealed and qualified proposals are received by the Evaluation Committee, by a majority vote the Evaluation Committee may request the Community Manager to seek non-sealed bids for comparative analysis or forward their recommendation for award of contract or (in the case of a RFQ) their recommended ranking order for staff to negotiate a contract to the Board of Trustees for their consideration.<sup>40</sup>

### **Vendor Complaints & Disputes (Protests)**

Barefoot Bay Recreation District encourages prompt and fair handling of all complaints and disputes with the business community. In order to resolve disputed matters in an equitable manner, the following procedures are adopted:

**1. *Posting of Bid/RFP Award Notices***

No later than three (3) business days after a bid opening the Community or his/her designee shall post the intended award recommendation. If after posting the tabulation, the highest ranked vendor is found non-responsive to the specifications, the next highest vendor shall be the intended award recommendation. The time for filing a protest will begin on the date of the notice of posting of intended award.

**2. *Posting of Formal Sealed Proposals***

No later than three (3) business days after the selection committee recommendations are finalized the Community Manager or his/her designee shall post the selection committee's rankings and recommended award for proposals.

**3. *Proceedings for Protest of Award***

Any bidder, quoter, or proposer who is allegedly aggrieved in connection with the solicitation or pending award of a contract must file a formal written protest with the Community Manager within five (5) business days of the posted award recommendation. The formal written protest shall reference the bid/quote/proposal number and shall state with particularity the facts and laws upon which the protest is based, including full details of adverse effects and the relief sought. The Community Manager shall schedule the protest to be heard before the Board of Trustees prior to the Board's consideration of the intended award. The intended award vendor shall be given notice and an opportunity to be heard during the protest hearing. The Board of Trustees shall have the sole discretion to reverse any intended award on the basis of a protest; to require re-evaluation by the selection committee, or to take any other action as determined by the Board to be appropriate and responsive to the protest.

**4. *Stay of Procurement During Protests***

Failure to observe any or all of the above procedures shall constitute a waiver of the right to protest a contract award. In the event of a timely protest under the procedure, the District shall not proceed further with solicitation or with the award until a protest is resolved.

## **PART THREE. GENERAL RULES APPLICABLE TO DISTRICT FACILITIES**

### **3.0 GENERAL**

#### **Definitions:**

As used in these rules, the following terms shall have the following meanings:





## REQUEST FOR PROPOSAL #2020-03

# Shopping Center Roof Replacement Project

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

ISSUE DATE: 06/16/2020

CONTACT: Stephanie Brown, District Clerk  
PHONE NUMBER: 772.664.3141  
FAX: 772.664.1928  
E-MAIL: sbrown@bbrd.org

**PROPOSALS TO BE RECEIVED NO LATER THAN  
4:30 PM ON WEDNESDAY, 07/15/2020**

**PROPOSALS WILL BE OPENED AT 10:00AM ON  
THURSDAY, 07/16/2020**

### TABLE OF CONTENTS

Section I	
Introduction .....	2
Standard Terms & Conditions and Insurance Requirements.....	2
Specific Contractual Language the Proposer will be bound by if awarded contract for services.....	3
Section II	
Scope of Work .....	5
Section III	
RFP Timeline .....	6
Selection Process .....	6
Evaluation Process .....	7
Waiver of Irregularities .....	8
Proposer Complaints and Disputes.....	8
Criteria.....	8
Section IV	
Required Proposal Content .....	9
Exhibit A: Sample A1A Schedule of Values Form	

## SECTION I

### **INTRODUCTION**

Barefoot Bay Recreation District (hereinafter referred to as “BBRD”) is requesting sealed Proposals for **“RFP No. 2020-03, Shopping Center Roof Replacement Project.”**

**PROPOSALS DUE DATE & TIME: Wednesday, July 15, 2020 at 4:30pm.** Proposals package shall be mailed or hand-delivered to the Office of the District Clerk, located at the Administration Building, 625 Barefoot Blvd., Barefoot Bay, Florida 32976. Proposals are to be received NO LATER THAN 4:30pm. after which time receipt will officially be closed. Proposals received after the specified time and date will not be accepted. BBRD will not be responsible for mail delays, late or incorrect deliveries. The time/date written on the package by staff in the Administration Building will be the official authority for determining late Proposals.

**NOTE: Proposals will not be opened on the same date and time as identified above.** The Proposals opening will be conducted by the Evaluation Committee in public at 10am on, Thursday, July 16, 2020. The location of the opening will be the Building D/E, 1225 Barefoot Blvd., Barefoot Bay, FL 32976 (subject to change).

All Proposals must be executed and submitted in a single sealed package. Proposer shall mark Proposals package, **“RFP No. 2020-03, Shopping Center Roof Replacement Project.”** Proposer’s name and return address should be clearly identified on the outside of the package.

Proposer shall submit one complete set with all supporting documentation.

Proposals submitted by facsimile (fax) or electronically via e-mail will NOT be accepted. Submittal of Proposals in response to this Request for Proposals constitutes an offer by the Proposer. Proposals, which do not comply with these requirements, may be rejected at the option of BBRD. It is the Proposer’s responsibility to ensure that submittals are in accordance with all addendums issued. Failure of any Proposer to receive any such addendum or interpretation shall not relieve such Proposer from its terms and requirements.

Questions about the meaning or intent of the RFP shall be submitted in writing and directed to The Office of the District Clerk, 625 Barefoot Blvd., Barefoot Bay, FL 32976, Attention: Stephanie Brown, District Clerk. Questions may also be e-mailed to [sbrown@bbrd.org](mailto:sbrown@bbrd.org). Questions received after July 9, 2020 will not be answered. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect and shall not be relied upon by Proposers in submitting their Proposals. Material changes, if any, to the Proposals or procedures will only be transmitted by written addendum as posted on [www.bbrd.org](http://www.bbrd.org).

### **STANDARD TERMS & CONDITIONS AND INSURANCE REQUIREMENTS**

Proposers are responsible for reviewing BBRD’s terms and conditions of RFPs within the BBRD Policy Manual available at <http://bbrd.org/resident-relations> (click on “BBRD Policy Manual” and the file will automatically download to your computer).

### **SPECIFIC CONTRACTUAL LANGUAGE THE PROPOSER WILL BE BOUND BY IF AWARDED CONTRACT FOR SERVICES**

The following is an excerpt of the Barefoot Bay Recreation District (BBRD) Policy Manual and not meant to be viewed as the only contractual language to be included in a final contract between BBRD and the successful Proposer.

- **Relationship of Parties/Insurance.** *The parties hereby agree and intend that the relationship of Contractor to BBRD is that of an independent contractor. Contractor shall provide a copy of Contractor's Certificate of Liability, Workers Compensation, and Auto Insurance listing Barefoot Bay Recreation District as an additional insured in regard to Liability Insurance.*
- **Indemnity.** *The Contractor shall indemnify and hold harmless BBRD and its officers, agents, and employees from and against all claims, damages, losses, and expenses, including attorney's fees arising out of or resulting from any actions or omissions taken under this Agreement, where such claim, damage, loss, or expense is caused, in whole or in part, by the act or omission of the Contractor, or anyone directly or indirectly employed by the Contractor, or anyone for whose acts any of them may be liable, regardless of whether or not it is caused by or in part by a party indemnified thereunder. As part of this indemnification, Contractor agrees to pay, on behalf of the BBRD, the cost of BBRD's legal defense as may be selected by BBRD for all claims described in this paragraph. Such payment on behalf of BBRD shall be in addition to any and all legal remedies available to BBRD and shall not be considered to be BBRD's exclusive remedy. In agreeing to this provision, BBRD does not intend to waive any defense or limit of sovereign immunity to which it may be entitled under Section 768.28, Florida Statutes or otherwise provided. The parties acknowledge that specific consideration has been exchanged for this provision.*
- **Control of Work.** *Contractor shall have sole control of the manner and means of performing the Services described in Paragraph 2 herein, and shall complete said Services by Contractor's own means and methods of work. Nothing in this Agreement will allow BBRD to exercise control or direction over the manner, means, or method by which Contractor provides the Services under this Agreement. Although Contractor shall control the method of performing services as provided herein, Contractor shall perform all work in a timely manner. Contractor shall permit BBRD personnel unlimited access to worksite to inspect quality of work and materials being used.*
- **Warranty.** *Contractor provides the following warranties:*
  - *Materials:*
    - *TBD*
  - *Workmanship of installation:*
    - *TBD*
- **Waiver.** *No waiver is enforceable unless in writing and signed by such waiving party, and any waiver shall not be construed as a waiver by any other party or as a waiver of any other or subsequent breach.*
- **Amendments.** *This Agreement may not be amended or modified unless by the mutual consent of all of the parties hereto in writing. All amendments or modifications shall be attached to this Agreement and made a part thereof.*
- **Indemnification:** *Contractor shall indemnify and hold harmless BBRD and its officers, agents, and employees from and against all claims, damages, losses, and expenses, including attorney's fees arising out of or resulting from any actions or omissions taken under this Agreement, where such claim, damage, loss, or expense is caused, in whole or in part, by the act or omission of Contractor, or anyone directly or indirectly employed by Contractor, or*

anyone for whose acts any of them may be liable, regardless of whether or not it is caused by or in part by a party indemnified thereunder. As part of this indemnification, Contractor agrees to pay, on behalf of the BBRD, the cost of BBRD's legal defense as may be selected by BBRD for all claims described in this paragraph. Such payment on behalf of BBRD shall be in addition to any and all legal remedies available to BBRD and shall not be considered to be BBRD's exclusive remedy. In agreeing to this provision, BBRD does not intend to waive any defense or limit of sovereign immunity to which it may be entitled under Section 768.28, Florida Statutes or otherwise provided.

- BBRD shall indemnify and hold harmless Contractor and its officers, agents, and employees from and against all claims, damages, losses, and expenses, including attorney's fees arising out of or resulting from any actions or omissions taken under this Agreement, where such claim, damage, loss, or expense is caused, in whole or in part, by the act or omission of BBRD, or anyone directly or indirectly employed by BBRD, or anyone for whose acts any of them may be liable, regardless of whether or not it is caused by or in part by a party indemnified thereunder. As part of this indemnification, BBRD agrees to pay, on behalf of Contractor, the cost of Contractor's legal defense as may be selected by Contractor for all claims described in this paragraph. Such payment on behalf of Contractor shall be in addition to any and all legal remedies available to Contractor and shall not be considered to be Contractor's exclusive remedy. BBRD agrees that in no event shall Contractor be liable for any consequential, incidental, indirect, exemplary or special damages, whether in contract or in tort, in any action, in connection with any goods or services provided by Contractor. The parties acknowledge that specific consideration has been exchanged for this provision. This section shall survive the termination of this agreement.
- **Public Records.** All documents, maps, drawings, data and worksheets maintained by Contractor for BBRD under this Agreement shall be deemed public records pursuant to Chapter 119, Florida Statutes and shall be maintained as public records by Contractor. Upon request from the BBRD public records custodian, provide BBRD with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost allowable under Florida Law. Contractor agrees to ensure that public records that are confidential and exempt from disclosure are not disclosed except as authorized by law. Contractor agrees that upon termination of this Agreement, all proprietary interest of BBRD in its business assets, tangible or intangible, including records, files, lists and information which Contractor deals with or develops during the course of this Agreement shall remain the sole and exclusive property of BBRD, and in no event shall Contractor acquire any interest therein. Contractor agrees that in the event of termination of this Agreement, Contractor shall promptly return at no cost to BBRD all public records documents, forms, contracts, lists and completed work or work in progress relating to the affairs of BBRD and any personal property of BBRD in Contractor's possession at the time of termination. Notwithstanding the foregoing, and in lieu of transferring public records back to BBRD at the termination of this Agreement, the Auditor may keep and maintain public records in accordance with Florida Law at the time of termination of this Agreement. Upon the transfer of public records from Auditor to BBRD at the time of termination of this Agreement, as provided for herein, duplicate public records that are exempt or confidential shall be destroyed by Auditor at the time of termination. If Auditor keeps and maintains public records upon termination of this agreement, the contractor shall meet all applicable state statutory requirements for retaining public records. Public records maintained by Auditor in an electronic format, shall be provided to BBRD in a format that is compatible with the information technology systems of BBRD at the time of termination. All title to supplies, records of any type whatsoever, equipment and furnishings shall remain the sole property of BBRD.
  - **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE**

**PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 772.664.3141, SBROWN@BBRD.ORG, BAREFOOT BAY RECREATION DISTRICT, 625 BAREFOOT BOULEVARD, BAREFOOT BAY, FL 32976**

- **Governing Law, Venue, and Attorney's Fees.** *This Agreement shall be governed by the laws of the State of Florida. Any action or legal proceedings to enforce this Agreement or any of its terms, or for indemnification, shall be exclusively brought and prosecuted in an appropriate court of jurisdiction in and for Brevard County, Florida, and the parties to this Agreement consent to the personal jurisdiction and venue of such courts and to the service of process by any manner provided by Florida law. In the event that any legal or equitable action is brought by either party to enforce the terms of this Agreement and/or regarding any work performed pursuant this Agreement, the prevailing party shall be entitled to recover all attorney's fees and costs associated with the bringing such action.*
- **Assignment and Binding Effect.** *The rights and obligations of the Contractor under this Agreement are personal. This Agreement may not be assigned or transferred in whole, or in part, by either party without the prior written consent of the other party. This Agreement shall be binding upon and inure for the benefit of the parties hereto and their respective heirs and permitted successors and/or assigns.*
- **Severability.** *This Agreement shall be construed to be valid and enforceable to the fullest extent allowed by applicable law. The invalidity or unenforceability of any term, sentence, or provision of this Agreement shall not affect the validity or enforceability of any other term, sentence or provision of this Agreement, which shall remain in full force and effect.*
- **Consents and Authorizations.** *By the execution of this Agreement, each party acknowledges and agrees that each such party has the full right, power, legal capacity and authority to enter into this Agreement, and the same constitutes the valid and legally binding agreement of each such party in accordance with the terms, conditions and other provisions contained herein.*

## SECTION II

### **SCOPE OF WORK**

A summary of desired work is provided below. Electronic copies of construction drawings can be downloaded at <https://www.bbrd.org/bids-and-proposals>.

The successful proposer will be responsible to obtain all required building permits for the project. A performance bond is required to be included in the proposal. Specific elements within the construction plans include:

- Removal of existing low sloped roof on Building 935 (larger of two buildings)
- Installation of a new flat roof and associated work on Building 935
- Replace and relocate the existing grease exhaust fan on Building 937 (smaller of two buildings)

## SECTION III

### **REQUEST FOR PROPOSALS TIMELINE**

The anticipated schedule for this RFP is as follows:

Order	Task	Date (and Time if applicable)
1	Florida Today Advertisement	June 15, 2020
2	Publication Date	June 16, 2020
3	Advertisement	June 6, 2020 through July 15, 2020
4	Required Pre-Submittal Site Inspection	June 30, 2020 10am-Noon or by appointment (mattgoetz@bbrd.org)
5	Deadline for Written Questions	July 8, 2020
6	Responses/Addendum Issued	June 8, 2020 through July 10, 2020
7	Submission Deadline (RFQ close date)	July 15, 2020 (4:30pm) at the Administration Bldg. 625 Barefoot Blvd.
8	RFQ Opening and Evaluation Committee Meeting Date (Discussion & Review)	July 16, 2020 (10:00am Bldg. D/E at 1225 Barefoot Blvd.)
9	Additional Evaluation Committee Meetings (Short listing, if needed, otherwise vote to recommend award to Board of Trustees)	July 23, 2020 (10:00am Bldg. D/E at 1225 Barefoot Blvd.)
10	Evaluation Comm. Interviews (if needed) and vote to recommend the top respondents to Board of Trustees	Date & Time TBD (no later than August 6, 2020)
11	Board of Trustees award of contract	August 14, 2020 (1:00pm, Bld. D/E)

### **SELECTION PROCESS**

An Evaluation Committee, identified by the Community Manager prior to issuance of the RFP, shall review all responses to the RFP. The Board of Trustees shall be advised of the membership of the committee at the time of the issuance of the RFP.

Members of the Evaluation Committee shall consist of at least one (1) user department representative, one (1) Board member, and one (1) third-party non-employee resident chosen at the discretion of the Community Manager. The Community Manager and Board of Trustees Chairman shall serve on the committee as non-voting members.

The Evaluation Committee meetings are subject to Florida's Sunshine Law; and therefore, public notice of the intended meeting of the committee must be posted in advance to allow for the provision of any special accommodation needs of any attendees. Evaluation Committee members should not conduct, with another voting committee member, any discussion related to the proposals received except during public meetings. A memorandum explaining the evaluation process and committee member responsibilities will be provided to each committee member prior to any meeting.

#### **Oral Interviews (If Requested)**

BBRD may choose to conduct oral interviews with one or more of the Proposers. If BBRD chooses to allow oral interviews, such interviews will be open to the public. If oral interviews are held the following guidelines will be used:

- BBRD's Office of the District Clerk will advertise the meeting place, date and time at least seven (7) calendar days in advance. The specific format of the interviews will be established by the evaluation

committee and will be provided to Proposers with the notifications.

- BBRD will allot equal time per each Proposer, divided into three sequential parts: formal presentations, questions and answers and discussion by Evaluation Committee.

#### Evaluation Committee Final Ranking and Recommendation to the Board of Trustees

After the interviews are completed, the Evaluation Committee will re-score all Proposals to determine a final ranking of Proposers considered most capable of performing the required service in the best interest of BBRD.

#### Board of Trustees Award of Final Contract

Staff anticipates on August 14, 2020 or at a later meeting, the Board of Trustees will consider an agenda item regarding the award of a contract. The Board of Trustees has the final authority to award a contract. Once the BOT awards a contract, a formal contract will be drafted by BBRD for signatures of the BOT Chairman and representative of the successful Proposer.

#### **EVALUATION PROCESS**

All proposals will be subject to a review and evaluation process. It is the intent of BBRD that all Proposers responding to this RFP will be ranked in accordance with the criteria established in these documents. BBRD will consider all responsive and responsible submittals received in its evaluation and award process. Incomplete proposals may be disqualified by the Evaluation Committee.

Submittals shall include all the information solicited in this RFP and any additional data that the Proposer deems pertinent to the understanding and evaluation of the Proposals. Proposers will provide their best price and cost analysis and should not withhold any information from the written response in anticipation of presenting the information orally or in a demonstration, since oral presentations or demonstrations may not be solicited. Each submittal will be ranked based on the criteria herein addressed.

An adjective-based scoring system shall be applied to the non-price factors throughout the evaluation process for the evaluation of the written responses and the interviews (if requested). A score of 0 is the least favorable and a score of 10 is the most favorable in all sections.

The Proposer's response will be scored by Committee members in accordance with the following scale:

- 0 = Unsatisfactory: Not responsive to the requirement.
- 1-3 = Below Minimum Standards: Responsive to the requirement but below acceptable standards.
- 4-6 = Marginal: Minimal acceptable performance standards and responsive to the requirement.
- 7-8 = Satisfactory: Above minimum performance, effective and responsive to the requirement.
- 9-10 = Exceeds expectations for effectiveness and responsiveness to the requirement.

NOTE: The Committee member's score will be multiplied by the "weighted value" assigned to the different sections listed under Criteria equals the total score for that section. (EXAMPLE: ranking score of 8 multiplied by weight of 30% equals 2.4 points).

Proposals will be evaluated by the Evaluation Committee and scored based on the criteria on the following page.

**WAIVER OF IRREGULARITIES:**

The Board of Trustees shall have the authority to waive irregularities in any and all formal sealed proposals.

**PROPOSER COMPLAINTS & DISPUTES (PROTESTS):**

Barefoot Bay Recreation District encourages prompt and fair handling of all complaints and disputes with the business community. In order to resolve disputed matters in an equitable manner, the procedures can be found on page 20 of the Policy Manual located at <http://bbrd.org/resident-relations> (click on “BBRD Policy Manual” and the file will automatically download to your computer).

**CRITERIA**

Proposals shall be evaluated based on the following information. Proposers may use the last three pages of this RFP for their submittal or they may provide the information in a different format. Proposals lacking all desired information may be disqualified by the RFP committee.

**Experience and References: (30% X \_\_\_\_ ranking = maximum \_\_\_\_ points)**

- a) Number of years company has worked in Brevard County
- b) A listing of sub-contractors (name, address and contact number) who will work on the project
- c) A listing of comparable client references that are applicable to scope of work outlined in this RFP, (i.e., client name, address, telephone number, contact person, description and size of project and contract amount)
- d) If firm is currently, or has previously provided services for BBRD, please provide an itemized list of these projects to include contact person, type of work provided and contract amount

**Start Date and Number of Days of Project (20% X \_\_\_\_ ranking = maximum \_\_\_\_ points)**

Due to the seasonal nature of BBRD, as early a construction start date as possible is desired. Preference will be given to proposals with the earliest start dates and to the shortest number of days of work. The contract will include liquidated damages of \$250 per day past the number of days stated in the contract. Additional time may be granted if circumstances outside the control of the contractor occur.

**Cost Proposal: (50% X \_\_\_\_ ranking = maximum \_\_\_\_ points)**

Cost proposal shall be segregated per the 3 elements of Section II (Scope of Work) and each element shall be broken out by type of work with unit costs, amount of and brand name of materials to be used. The AIA schedule of values document (see Exhibit A for sample) shall be submitted with the proposal as the primary means of the listing of unit costs, amount of and brand name of materials to be used. Proposers may submit an additional cost summary document, but proposers not submitting a detailed AIA schedule of values cost proposal may be disqualified.

Warranty information shall be included under the “comments” sections where appropriate.

Options shall be listed separately below the total price and shall reference which number item it is replacing.



**SECTION IV****REQUEST FOR PROPOSAL #2020-03**  
**Shopping Center Roof Replacement Project****Contact Information**

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Point of Contact (name): \_\_\_\_\_

Telephone Number: \_\_\_\_\_

E-mail address: \_\_\_\_\_

Person authorized to submit proposal (name and title): \_\_\_\_\_

Signature of person listed immediately above: \_\_\_\_\_

Date: \_\_\_\_\_

**Experience and References**

Number of years company has worked in Brevard County: \_\_\_\_\_

Sub-contractors to be used on project (name, address, telephone number):  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_References (name of project, company name, address, telephone number):  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_Prior work for Barefoot Bay Recreation District:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_**Anticipated start Date and number of days of the project**

Permit application date: \_\_\_\_\_

Date of commencement of work: \_\_\_\_\_

Number of workdays (excluding weekends): \_\_\_\_\_



## **Barefoot Bay Recreation District**

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

Phone 772-664-3141

Fax 772-664-1928

**Memo To:** Board of Trustees

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

**Date:** June 12, 2020

**Subject:** Manager's Report

### Resident Relations

#### **ARCC Meeting 05/26/20 agenda**

- 17 Consent items (16 approved and 1 tabled)
- 8 Other items (3 approved, 1 denied and 3 tabled)
- 1 Old Business (approved)

#### **ARCC Meeting 06/09/20**

- 15 Consent items
- 3 Other items
- 4 Old Business

#### **Violations Committee Meeting 06/12/20**

- 35 cases on the agenda

### Golf-Pro Shop

- In-House Lake Bank restoration will begin June 1
  - Left side #6 complete
  - Halted continuation due to excessive rain
- Pro Shop layout is now reorganized for people to practice social distancing while shopping for the latest BBRD logoed merchandise
- Course aerification complete

### Property Services

- Completed stripping and re waxing the floor in Building A
- Completed more than 1/3 stripping, cleaning and re waxing the floor in DE
- Constructed plexi-glass shields for the pool re-opening
- Completed the set up at pools 1&3 for re-opening

- Held meetings with pool hosts to devise and implement rules and strategies for re-opening
- Ordered new benches for around the lake near Building A
- Began cleaning out of the old barber shop/ beauty salon
- Began steam cleaning all the chairs in Building A
- Pool 3 replaced the main pump
- Replaced the rope on the Veterans' Gathering Center flag pole
- Assisted in the repair of an eroding bank at the Golf Course
- Re painted the coping around the pool edge
- Repaired bocce sun covers
- Made repairs to the AC in the 19<sup>th</sup> Hole
- Repaired window at D/E kitchen
- Addressed all current DOR violations
- Continued soliciting bids for various projects