



**BAREFOOT BAY  
RECREATION DISTRICT**

Barefoot Bay Recreation District Regular Meeting  
August 13, 2021 at 1:00 PM  
Building D&E

Agenda

Please turn off all cell phones

- 1. Thought of the Day**
- 2. Pledge of Allegiance to the Flag**
- 3. Roll Call**
- 4. Presentations and Proclamations**
  - A. Employee Incentive Award: Ms. Tammy Mitchell (Golf-Pro Shop)
- 5. Approval of Minutes**
  - A. BOT and Quarterly Townhall minutes dated July 9, 2021
- 6. Treasurer's Report**
  - A. Treasurer's Report
- 7. Audience Participation**
- 8. Unfinished Business**
  - A. Resolution 2021-12: Reclassification of Land Lease Parcel
  - B. Steward Medical Group Proposed Ground Lease
  - C. Discussion Regarding BBRD Trustee Term Lengths and Election Cycle
- 9. New Business**
  - A. DOR Violations
    - i. Resident request to appeal ARCC denial.
    - ii. DOR Violation 21-001026 551 Marlin Circle
  - B. Use of Common Area: Valley National Bank Request
  - C. Discussion of Calling a Referendum Election to Increase the Charter Spending Authority
  - D. Shopping Center Leases – Shaw Medical Group-CVO
  - E. Discussion of New COVID-19 Restrictions
  - F. Policy Manual Amendments
  - G. Softball Field Shed Replacement

- H. Lounge HVAC Replacement Award of Contract Confirmation
- I. Donation Acceptance Confirmation
- J. Out of State Travel Authorization Confirmation

**10. Manager's Report**

- A. Friday, August 13th 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

## Board of Trustees

## Meeting Agenda Memo

Date: Friday, August 13, 2021

Title: **Employee Incentive Award: Ms. Tammy Mitchell (Golf-Pro Shop)**

Section & Item: 4.A

Department: Golf

Fiscal Impact: \$500.00

Contact: Ernie Cruz, Golf Manager, John Coffey, Community Manager

Attachments: nomination email, Excerpt from Employee Handbook

Reviewed by General Counsel: N/A

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



### Requested Action by BOT

Publicly award and recognize Ms. Tammy Mitchell for receiving an Extraordinary Service Award

### Background and Summary Information

On Monday, July 20<sup>th</sup>, the BBRD Leadership Team (Community Manager and Department Managers) reviewed a recommended award for Ms. Mitchell's extraordinary service due to her outstanding performance under challenging and staffing-shortage circumstances. The vote was 7-0 in favor of the award.

The following is the nomination made by Golf Operations Manager Ernie Cruz, PGA Certified Professional

*Employee's Name: Tammy Mitchell – Player Assistant*

*Category: Extraordinary Service Award*

*Tammy's service as a Player Assistant is outstanding especially given that she does not have to perform many of the duties outlined below. During the pandemic period, the district started isolating staffs to prevent cross infection and retain normal operating circumstances as possible. Tammy has taken it upon herself to perform the following without being asked to do so. During her work shifts, Tammy continually cleans the siding of the pro shop, the porch carpeting, the stairs to the first tee and the cart staging area. She has come in and pressure washed the sidewalk and 1st tee parking area. She personally removes weeds from the cracks in the cement, and she created a rock bed between the cart barn and cart path which minimizes the amount of water and mud that comes from the torrential downpours of rain we get. Also, her assistance of cleaning pro shop due to lack of custodial support was greatly needed. In addition, her help in planning and creating a disinfecting procedure for carts helped reduce player apprehensions when they utilized our carts for golf. Ms. Mitchell's ability to multitask and her ability to take on additional roles not within her scope of responsibility has proven her dedication to the BBRD community that she is a valued asset and a tireless performer. Her dedication to upholding BBRD's highest standards of performance while sacrificing her personal time reflects great credit upon her and our organization. She is worthy of recognition under this program. I nominate Ms. Mitchell for a \$500.00 Extraordinary Service Award.*

## John Coffey

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**From:** Ernie Cruz  
**Sent:** Monday, June 28, 2021 12:30 PM  
**To:** John Coffey  
**Subject:** Extraordinary Service Award-Tamarah Mitchell

John,

Every once in a while you get that employee. I wish to nominate Tammy for an incentive award. Here is my write up.

*Tammy's service as a Player Assistant is outstanding especially given that she does not have to perform many of the duties outlined below. During the pandemic period, the district started isolating staffs to prevent cross infection and retain normal operating circumstances as possible. Tammy has taken it upon herself to perform the following without being asked to do so. During her work shifts, Tammy continually cleans the siding of the pro shop, the porch carpeting, the stairs to the first tee and the cart staging area. She has come in and pressure washed the sidewalk and 1<sup>st</sup> tee parking area. She personally removes weed from the cracks in the cement, and she created a rock bed between the cart barn and cart path which minimizes the amount of water and mud that comes from the torrential downpours of rain we get. Also, her assistance of cleaning pro shop due to lack of custodial support was greatly needed. In addition, her help in planning and creating a disinfecting procedure for carts helped reduce player apprehensions when they utilized our carts for golf. Mrs. Mitchell's ability to multitask and her ability to take on additional roles not within her scope of responsibility has proven her dedication to the BBRD community that she is a valued asset and a tireless performer. Her dedication to upholding BBRD's highest standards of performance while sacrificing her personal time reflects great credit upon her and our organization. She is worthy of recognition under this program. I nominate Mrs. Mitchell for a \$500.00 Extraordinary Service Award.*

Ernie J. Cruz, PGA Certified Professional  
Golf Operations Manager  
Barefoot Bay Recreation District  
1225 Barefoot Blvd, Barefoot Bay, Fl. 32976  
Office (772) 663-0631  
Fax (772) 663-0318



PUBLIC RECORDS NOTICE: Barefoot Bay Recreation District (BBRD) is governed by the State of Florida public records law. This means that the information BBRD receives online including your e-mail address might be disclosed to any person making a public records request. If you have any question about the Florida public records law refer to Chapter 119 Florida Statutes. Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public-records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing.



## RECOGNITION POLICIES:

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Barefoot Bay Recreation District recognizes the value of institutional knowledge and experience held by long-term employees. Additionally, retention of high-performing employees reduces the cost of employee turnover and enhances corporate competitiveness.

Two programs are used to reward longevity and innovation/extraordinary service/innovation.

### 1. Longevity Milestone Award Program

Full-time, and part-time active employees become eligible for a milestone recognition award of bonus days off in the year in which they complete 5, 10, 15, 20, 25, 30, 35 and 40 years of service.

<b>Years Served</b>	<b>Bonus Days Off</b>	<b>Years Served</b>	<b>Bonus Days Off</b>
Five	One	Twenty-five	Five
Ten	Two	Thirty	Six
Fifteen	Three	Thirty-five	Seven
Twenty	Four	Forty	Eight

Employees reaching the following service milestones will be granted the following lifetime discount on lunch meals at the 19th Hole:

10 years	\$1
20 years	\$2
30 years	\$3

### 2. Innovation, Extraordinary Service and/or Innovation Award Program

#### PURPOSE:

The purpose of the Employee Recognition and Incentive Program is to reward employees for exceptional, extraordinary, or innovative performance that benefits or improves District services and programs. The Program is intended to promote and encourage teamwork, motivation, efficiency, and productivity in the performance of duties for the benefit of the District and the community.

#### SCOPE:

Applies to all full-time and part-time employees.

#### DEFINITIONS:

**Bonus:** A one-time monetary award not to exceed five hundred dollars (\$500.00) provided to an employee in addition to the employee's regular compensation which may be made upon determination of merit for an Award by the District's Management Team. Award criteria must be met for a bonus to be awarded to any employee. **Operational Excellence Award:** To recognize employees who have demonstrated continuous exceptional performance and have made a significant positive contribution to their Department's operations, functions, or provision of services. **Extraordinary Service Award:** To recognize employees who have demonstrated performance that goes above and beyond the call of duty for a particular job classification, substantially exceed performance expectations, or perform valuable tasks or services beyond defined job classification duties during special, unusual, or emergency events. **Innovation Award:** To recognize employees who have made innovative suggestions, have implemented new or novel processes, or have engaged in creative or ingenious performance that has raised substantial revenue or saved substantial costs to the District.

#### PROCESS:

Any District employee (including Department Heads and the Community Manager) may nominate any other District employee for any specific Recognition and Incentive Program Award. The nominating employee must provide a written statement providing the facts and circumstances supporting the nominated employee's entitlement to the Award. The nomination shall be submitted to any Department Head or the Community Manager, but may be anonymous. Upon receipt of a written nomination, the District Management Team (consisting of all Department Heads and the Community Manager) shall jointly consider and determine whether an Award is merited. The Management Team shall have the sole discretion to determine whether the criteria for any Award have been met and/or the amount of any bonus, not to exceed five hundred dollars (\$500.00), which may be provided upon the granting of any Award. The Board of Trustees shall be publicly notified when any employee has been granted an Award pursuant to this policy.

## STANDARDS AND EXPECTATIONS FOR WORKPLACE AND SAFETY

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The District believes in maintaining safe and healthy working conditions for our employees. However, to achieve our goal of providing a safe workplace, each employee must be safety conscious. We have established the following policies and procedures that allow us to provide safe and healthy working conditions. We expect each employee to follow these policies and procedures, to act safely, and to report unsafe conditions to his or her Department Manager in a timely manner.

### REPORTING UNSAFE CONDITIONS OR PRACTICES

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Employees are expected to continually be on the lookout for unsafe working conditions or practices. If you observe an unsafe condition, you should warn others, if possible, and report that condition to your Department Manager immediately. If you have a question regarding the safety of your workplace and practices, ask your Department Manager for clarification.

If you observe a coworker using an unsafe practice, you are expected to mention this to the coworker and to your Department Manager. Likewise, if a coworker brings to your attention an unsafe practice you may be using, please thank the coworker and make any necessary adjustments to what you are doing. Safety at work is a team effort.

### MAINTAINING A SAFE WORKSITE

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We expect employees to establish and maintain a safe worksite. This includes but is not limited to the following applications:

- Building and maintaining walkways, handrails, and guardrails.
- Properly lifting and lowering heavy objects.
- Inspecting tools and equipment for defects before use.
- Keeping walkways clear of debris.
- Unsafe cell phone use



# BAREFOOT BAY RECREATION DISTRICT

**Quarterly Townhall Meeting  
Friday, July 9, 2021  
Building D & E**

## **Welcome**

The Barefoot Bay Recreation District Board of Trustees held a Townhall Meeting on July 9, 2021, Building D&E 1225 Barefoot Boulevard, Barefoot Bay, Florida. Mr. Amoss called the meeting to order at 1:18PM.

## **Roll Call**

Present: Mr. Grunow, Mr. Nugent, Mr. Morrissey, Mr. Amoss. Also, present, John W. Coffey, ICMA-CM, Community Manager, Stephanie Brown, District Clerk and Mackenzie Leiva, Management Analyst, Charles Henley, Finance Manager and Rich Armington, Resident Relations Manager. Mr. Maino was excused.

## **Audience Questions**

Nancy Eisele-944 Barefoot Blvd-asked for an update on the Building A construction project.

Bob Schmidt-1013 Thrush Circle-voiced his concern about the shopping center losing power and the box not being securely locked. He also spoke in favor of a 5-member board with 2-year terms. Mr. Schmidt expressed his gratitude to staff about the support offered to keep Wells Fargo in Barefoot Bay. He suggested implementing a Finance Committee as one option to assist with solutions for the compression issue.

Elaine Vanberschot-1196 Waterway Drive-expressed her gratitude to those in the community who helped with the CVO Car Show and Barefoot Bay 50<sup>th</sup> Anniversary celebration. She spoke in favor of a 5-member board with 3-year terms. She also spoke in favor of more Townhalls, audience participation and Board Members attending the FASD conference at least once in their term.

Louise Crouse-808 Sapodilla Drive-expressed her gratitude to the staff and BOT on managing BBRD facilities. She also stated that it is not the amount of Board members, but the work that they put in that make a cohesive BOT. Ms. Crouse spoke in favor of raising the Charter spending cap limit.

A resident thanked staff for making the Barefoot Bay 50<sup>th</sup> anniversary celebration and car show a success. She was also not in favor of a 7/9-member board.

Ed Keeley-101 Hydrangea Court-spoke in opposition to a 9-member board, but spoke in favor of 3-year terms. He also spoke in favor of raising the Charter spending cap limit.

A resident asked if there has been a response from Wells Fargo regarding the letter sent by BBRD.

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## BAREFOOT BAY RECREATION DISTRICT

David Wheaton-1477 Barefoot Circle- expressed his gratitude to Mr. Nugent for his dedication to BBRD finance and budget issues. He voiced his concern about compression and repairing the greens on the golf course.

Robert Peet-919 Jacaranda Drive-spoke in favor of term limitations and a 5-member board. He also expressed his gratitude to the CVO and staff for the Barefoot Bay 50<sup>th</sup> anniversary celebration.

Ann Manzo-208 Cobia Court-spoke in favor of menus being posted for 19<sup>th</sup> Hole and the Lounge.

Joe Klosky-960 Barefoot Blvd-spoke in opposition of the project to pave the east side of the lake.

### **Trustee Remarks/Responses**

Mr. Coffey responded that to Nancy Eisele about Building A opening update. He stated that the hood system in the cooking area was designed and permitted without a platform. The inspector stated that it would not pass fire inspection without a platform. If platforms are needed, it could be several more weeks before the building is open.

Mr. Grunow responded to the opposition 7-member board by residents. He stated he was in favor of a 7-member board with 3-year terms because it will give the BOT more continuity with the ability to get more projects completed. He also stated the only option he could currently see to repair the golf course would be taking out a loan. Mr. Grunow also spoke in favor of raising the Charter cap spending limit.

Mr. Coffey responded to resident regarding Wells Fargo letter. He stated that staff has not received a response from Wells Fargo as of yet.

Mr. Coffey responded to Mr. Wheaton regarding the compression issue. He stated the cons to meet the increasing minimum wages over the next 5 years is in the range of \$250,000. He further explained the effects of compression due to the FL minimum wage increase and the estimated additional cost (\$350,000-\$500,000 a year) to address it. He offered some solutions that have been discussed such as raising the assessments or having less discretionary funds for projects.

Jason Pierman-SDS-gave clarification on special district boards. He stated that most community development districts have a 5-member board with 4- and two-year terms. The even number terms coincide with the general election cycles.

### **Incidental remarks**

Mr. Grunow spoke in favor of having more Townhall Meetings.

Mr. Morrissey expressed his gratitude to everyone who participated in the meeting.

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## BAREFOOT BAY RECREATION DISTRICT

Mr. Amoss expressed his gratitude to staff for the work they do and to the community for participating in the meeting.

### **Adjournment**

Mr. Amoss adjourned.

Meeting adjourned at 2:01PM

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Jeff Grunow, Secretary

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Stephanie Brown, District Clerk

7/15/2021 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

## Board of Trustees Regular Meeting

July 9, 2021

1PM –Building D&E

### Meeting Called to Order

The Barefoot Bay Recreation District Board of Trustees held a Meeting on July 9, 2021, Building D&E 1225 Barefoot Boulevard, Barefoot Bay, Florida. Mr. Amoss called the meeting to order at 1PM.

### Pledge of Allegiance to the Flag

Led by Mr. Grunow.

### Roll Call

Present: Mr. Grunow, Mr. Nugent, Mr. Morrissey, Mr. Amoss. Also, present, John W. Coffey, ICMA-CM, Community Manager, Stephanie Brown, District Clerk, Rich Armington, Resident Relations Manager, Mackenzie Leiva, Management Analyst and Charles Henley, Finance Manager. Mr. Maino was excused.

### Presentations and Proclamations

None

### Approval of Minutes

*Mr. Grunow made a motion to approve minutes dated June 22, 2021. Second by Mr. Nugent. Motion passed.*

### Treasurer's Report

*Mr. Grunow made a motion to approve the Treasurer's Report for July 9, 2021, as read. Second by Mr. Morrissey. Motion passed.*

### Audience Participation

*Audience participation was moved to the Quarterly Townhall Meeting that immediately followed the BOT Meeting.*



# BAREFOOT BAY RECREATION DISTRICT

## Manager's Report

### Resident Relations

#### **ARCC Meeting Agenda 07/06/2021**

- 2 old business permits: 1 approved and 1 tabled (permit package was incomplete)
- 8 consent permits: all approved
- 6 other permits: 5 approved, 1 approved with stipulations

#### **Next ARCC Meeting 07/20/2021**

- Will be held in Administration Building Conference Room at 9am.

#### **VC Meeting 06/25/2021**

- 9 cases were on the agenda
- 8 were found in violation
- 1 was tabled as the owner is working with staff towards voluntary compliance

#### **VC Meeting 07/09/2021 in Bldg. D/E at 10am**

- 60 cases are on the agenda (tall grass season)

#### **Next Violations Committee Meeting**

- Scheduled for July 23<sup>rd</sup> in Bldg. D/E at 10am

#### **Interesting Facts for June**

- 56 homes sold
- 47 Orientations given with 77 Residents in attendance

### Food & Beverage

Get lost at our Coconut's Island event with TC and SASS on August 21 from 5-10pm. We will have an island style buffet from 5-6 p.m. Tropical drink specials will add to the theme as well as the upbeat danceable music by TC and SASS. Tickets for the buffet go on sale July 19<sup>th</sup> at the Lounge, the 19<sup>th</sup> Hole and Administration. Flyers with all the details are posted. See the picture to the right of "Coconut," the first mate of Chairman Emeritus Klosky, CDO.

### Property Services

- Set up and broke down the 50th Anniversary/July 4<sup>th</sup> celebration event
- Set up and broke down the CVO car show event
- Continued painting the 19<sup>th</sup> Hole
- Replaced ceiling tiles in the Shopping Center
- Cleaned hallway in the Shopping Center
- Cleaned the hallway and restrooms in Building A
- Installed a temporary water line for the ice machine in Building A
- Began installation of the new shuffleboard scoreboards



# BAREFOOT BAY RECREATION DISTRICT

- Continued cleaning the fountain at U.S. 1
- Repaired broken light pole at the Shopping Center
- Repaired broken irrigation line in front of Building A
- Pressure washed and patched walls at U.S.1 (Paint coming soon)
- Hared wired the timer behind the Lounge to prevent unplugging
- Repaired cabinet in the Administration Building
- Repaired broken cable on the pier
- Addressed breaker issue with the convenience store
- Addressed racoon damage in the Veterans shed and “evicted the family”

## Golf-Pro Shop

- Irrigation Pumps shaft and rebuild of packing boxes (date of completion will be provided once pumps are inspected by vendor)
  - 1st Pump removed from property 6/21
  - 2nd Pump will be removed when 1st pump returned and installed
  - Watering schedules on course will be varied to ensure one pump can cycle all areas of course needing water
- Course Aerification July 5th and 6th
  - Back nine and putting closed
  - Front nine and range closed
- Chemicals are being sprayed to kill weeds (course may appear yellow and brown)
  - Please pay attention when spraying signs are posted and use caution (and no, we cannot do anything about the smell)
- FRDAP Grant Plan
  - Picnic Area Renovation
  - Contract awarded to Barefoot Services/Awaiting Start and End date status.
  - Landscape New (\$5K)
- Cart barn repairs
  - Contract awarded to Endeavor Construction/Awaiting Survey
- Jr. Golf Camp has started
  - Due to the weather patterns in Central Florida, we have moved times from 11am to 1pm (Dates are same/just time has changed)
  - Award Banquet July 22<sup>nd</sup> at 4pm
- Tournaments (Call the Pro Shop 664-3174 for questions or sign-up)
  - July 17th
    - Jr. Golf Tournament
    - 8:30am Shotgun start
    - Sign up begins July 1<sup>st</sup>
    - Sign up has begun (call Pro Shop @ 664-3174 for sign up or questions)
    - Award Banquet July 22 @ 4pm
- Golf Course has resumed to pre COVID-19 pandemic operations. All players and guests must now check in with Pro Shop prior to play





# BAREFOOT BAY RECREATION DISTRICT

## General Information

- **Veterans' Kiosk update** - While the kiosk is operational there are still two key hiccups to fix. First, the scrolling of names is not yet programed into it. Staff will work with the company to get that feature started soon. Secondly, we inadvertently purchased the wrong style wall mount, and the duplicate large screen is not flush mounted against the wall. The correct wall mount is on order.
- **Building A Project update** - The smoke and fire detection installation work was completed on Wednesday of this week. Staff anticipates a final resolution by early next week regarding the platform issue related to the hood exhaust pipes.
- **Shopping Center Re-roofing Project** - The flat roof replacement is completed. The owners of RJ's have replaced the exhaust fan and have a contract for repairs to their hood fire suppression system. However, parts needed for the fire suppression work are on back order and may take up to two months for delivery. The owner of the roofing company understands they will need to wait for the fire suppression repairs to be completed before they relocate the exhaust piping system as detailed in the reroofing contract.
- **Lakeside Tables update** - Although we have maximum number of tables and chairs for the area, given our typical set up (i.e., 4 chairs to a square table), it has become obvious that our residents do not like that set up as they keep moving the tables into long rows which decreased the number of chairs that can be used and also gives the appearance of space for more tables. Hence, in the spirit of Roberto Duran's famous "no mas," staff has ordered 10 more chairs to match the number of chairs we currently have with the preferred seating style.
- **Lounge HVAC Replacements** - One of the Lounge units is failing and upon inspection by a service company, the other one is not long for replacement either. Hence, due to the *Policy Manual* exception to competition for repairs required within 72 hours (which has historically been interpreted to include HVAC units for buildings the public uses) I signed the bid for the replacement of both units on Wednesday. Unfortunately, the cost exceeded \$7,500 (my spending authority) so the BOT will need to confirm my actions at the next regularly scheduled BOT meeting (August 13<sup>th</sup> at this point).
- **Management Analyst position.** Ms. Mackenzie Leiva started this week. She already has a long list of assignments.



# BAREFOOT BAY RECREATION DISTRICT

## **Attorney's Report**

Mr. Coffey read updates from Mr. Repperger. The Steward Medical land lease is still in the process of being drafted, and the final agreement will tentatively be presented to the BOT at the August 13, 2021, BOT Meeting.

## **Incidental Trustee Remarks**

Mr. Grunow expressed his gratitude to the CVO for the 50<sup>th</sup> Anniversary celebration and the CVO Car Show.

## **Adjournment**

The next meeting will be on August 13, 2021, at 1pm in Building D/E

Mr. Nugent made a motion to adjourn. Mr. Amoss adjourned.

Meeting adjourned at 1:17pm

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Jeff Grunow, Secretary

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Stephanie Brown, District Clerk

# Barefoot Bay Recreation District

## Treasurer's Report

August 13, 2021

### Cash Balances in General Fund as of 8/3/21

Petty Cash Total Petty Cash: \$ 2,500.00

### Operating Cash in Banks

MB&T Operating Account 457,869.00  
**Total Operating Accounts: 457,869.00**

### Interest Bearing Accounts

MB&T Money Market Account 1,750,553.36  
SBA Reserve Account 699,750.27  
**Total Interest Bearing Accounts: 2,450,303.63**

**Total Cash Balances in General Fund: \$ 2,910,672.63**

### Total Daily Deposits and Assessments Received for 7/2/21 - 8/3/21

Daily Deposits: \$ 151,787.27  
Interest Received: Money Market Account 168.81  
Interest Received: SBA Account 115.70  
Interest Received: Other Interest 70.35  
Assessments Received: 816.00  
**Total Deposits Received: \$ 152,958.13**

### Expenditures for 7/2/21 - 8/3/21

Check Number	Vendor	Description	Check Amount
57357	MGM Contracting, Inc	Shopping Center Roof Replacement	160,760.00
57337	Zambelli Fireworks	July 4th 50TH Anniversary Fireworks	5,000.00
57339	ABM Landscape & Turf Services	Golf Course Irrigation System repair	5,423.00
57379	MB Enterprises	ProShop Roof Replacement	8,550.00
57382	ABM Landscape & Turf Services	Golf Course & Ball Field Maint. - July, 2021	38,955.02
57390	Card Service Center	Various: travel, supplies & operating expenses	5,703.81
57427	ADS Security, L.P. Inc.	Bldg A Renovations System Install	14,688.18
57440	Health First Health Plans Inc	Employee Health Insurance - July, 2021	26,205.71
57461	Advanced Kiosks	Bldg A Veterans Elec Display System Final Payment	7,615.00
57490	White Bird Law	Legal Fees - July 2021	10,445.10
57504	Florida Power & Light Co	Electricity - July 2021	8,344.65
57507	United States Treasury	COVID Credit mistakenly taken by PayChex	10,662.42
57509	Next Generation Air & Heat Inc.	Lounge AC Replacement and Fan Motor @ 1225 BB	13,424.00
57512	Special District Services, Inc	Management Fees - July 2021	13,766.29
210708	Florida Department of Revenue	Sales Tax: June 2021	9,907.04
210708	United States Treasury	Payroll Tax for the pay period ending July 4, 2021	17,574.12
210707	PayChex	Net Payroll for the pay period ending July 4, 2021	61,741.20
210722	United States Treasury	Payroll Tax for the pay period ending July 18, 2021	17,041.01
210721	PayChex	Net Payroll for the pay period ending July 18, 2021	59,102.24

**Total Expenditures \$5,000 and above: \$ 494,908.79**

**Expenditures under \$5,000: \$ 129,426.58**

**Total Expenditures: \$ 624,335.37**

## Board of Trustees

## Meeting Agenda Memo

Date: Friday, August 13, 2021  
Title: **Resolution 2021-12: Reclassification of Land Lease Parcel**  
Section & Item: 8.A  
Department: Administration  
Fiscal Impact: Recording fees of Resolution Less than \$50.00  
Contact: John Coffey, Community Manager, Cliff Repperger, General Counsel, General Counsel  
Attachments: 97-1 Shopping Center, Resolution 2021-12 Park Parcel Designation Removal  
Reviewed by General Counsel: Yes  
Approved by: John W. Coffey, ICMA-CM, Community Manager



### Requested Action by BOT

Approve Resolution 2021-12

### Background and Summary Information

BBRD Resolution 97-1 designated two parcels located adjacent to the BBRD shopping center as "Park Parcels." "Park Parcel #1" is a .51-acre parcel located adjacent to Buttonwood Street. The subject parcel has remained vacant since the adoption of Resolution 97-1. BBRD is considering a commercial ground lease proposal for the subject parcel. In order to proceed with the proposed commercial ground lease, the BBRD Board of Trustees must remove the "Park Parcel" designation from the parcel and re-classify the parcel as a commercial use parcel.

There is no reversionary interest or restriction of record precluding the Board of Trustees from removing the "Park Parcel" designation from the subject parcel.

GLEASON, BARLOW & BOHNE, P.A.

ATTORNEYS AND COUNSELLORS AT LAW

WILLIAM H. GLEASON  
T. MITCHELL BARLOW, JR.  
KARL W. BOHNE, JR.

MELBOURNE

P. O. BOX 033648  
121-123 FIFTH AVENUE  
INDIALANTIC, FLORIDA 32903-0648  
(407) 723-5121  
TELECOPIER (407) 984-5426

June 27, 1997

Ms. Helen Hambro  
Community Manager  
Barefoot Bay Recreation District  
P.O. Box 780097  
Sebastian, Florida 32978-0097

RE: Resolution No. 97-1

Dear Ms. Hambro:

I am enclosing the original recorded Resolution No. 97-1  
for the public records of the District.

Sincerely,



T. M. Barlow

/kkb  
Enclosure



CFN 97109181

06-24-97 02:25 pm

OR Book/Page: 3684 / 2999

## RESOLUTION NO. 97-1

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE BAREFOOT BAY RECREATION DISTRICT RATIFYING AND CONFIRMING THAT TWO VACANT PORTIONS OF A COMMERCIAL SHOPPING CENTER TRACT DONATED TO THE DISTRICT WERE ACQUIRED FOR AND ARE DESIGNATED AS PUBLIC PARKS OF THE DISTRICT; DESIGNATING THE TWO SAID PARKS AS PARK PARCEL NO. 1 AND PARK PARCEL NO. 2, AND PROVIDING THE LEGAL DESCRIPTIONS OF THE TWO SAID PARKS; PROVIDING THAT THE REMAINDER OF THE DONATED SHOPPING CENTER PARCEL SHALL CONTINUE TO BE DESIGNATED AS A COMMERCIAL PARCEL; PROVIDING THE LEGAL DESCRIPTION OF THE SAID COMMERCIAL PARCEL; PROVIDING AN EFFECTIVE DATE.

## W I T N E S S E T H :

WHEREAS, on December 30, 1996, Avatar Properties, Inc. donated to the Barefoot Bay Recreation District (the "Recreation District") a tract of land consisting of approximately 7.04 acres, which tract was designated as "Shopping Center Parcel" and which was donated to the Recreation District by that certain deed recorded at Official Records Book 3633, Page 0923, of the Public Records of Brevard County, Florida; and

WHEREAS, the Board of Trustees of the Recreation District accepted the said donation because (a) approximately 3.27 acres of the said parcel consisted of vacant land which the Board of Trustees wished to acquire and designate as public parks of the Recreation District, and (b) Board of Trustees of the Recreation District desired to preserve the said vacant land as public parks of the District; and

WHEREAS, the Board of Trustees has determined that it is in the best interests of the Recreation District and its citizens to set forth of record the legal descriptions of two park parcels comprising the said 3.27 acres of vacant land, as well as the legal description of the remaining commercial parcel on which a shopping center is currently located.

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of the Barefoot Bay Recreation District that:

Section 1. The Board of Trustees of the Recreation District hereby ratifies and confirms that 3.27 acres of the original Shopping Center tract acquired by donation through that certain deed recorded at Official Records Book 3633, Page 0923 of the Public Records of Brevard County, Florida were acquired for and are designated as public parks of the Recreation District. The

**Sandy Crawford**

Clerk Of Courts, Brevard County

#Pgs: 8	#Names: 2	Serv 0.00
Trust: 4.50	Rec: 33.00	Excise: 0.00
Deed: 0.00		nt Tax: 0.00
Mtg: 0.00		

PREPARED BY

RETURN TO:

T.M. BARLOW ESQUIRE

P. O. BOX 9648

INDIALANTIC, FLORIDA 32903



said public parks shall be designated as Park Parcel No. 1 consisting of 0.51 acres more or less, and Park Parcel No. 2 consisting of 2.76 acres more or less. The legal descriptions of Park Parcel No. 1 appears as Exhibit A of this resolution and the legal description of Park Parcel No. 2 appears as Exhibit B of this resolution.

Section 2. The Board of Trustees of the Recreation District hereby ratifies and confirms that the remainder of the original Shopping Center tract shall be known as the "Commercial Parcel", the legal description of which appears as Exhibit C of this resolution.

Section 3. This resolution shall have effect from the date of the original donation of the property described in Official Records Book 3633, Page 0923 of the Public Records of Brevard County, Florida on December 30, 1996.

PASSED AND ADOPTED by the Board of Trustees of the Barefoot Bay Recreation District this 7th day of February, 1997.

BAREFOOT BAY RECREATION DISTRICT

By: Benjamin E. Krom  
Benjamin E. Krom, Chairman

ATTEST:

Ann Walsh  
Ann Walsh, Secretary



# SKETCH TO ACCOMPANY DESCRIPTION

NOT A BOUNDARY SURVEY

PARK PARCEL #1

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

UNSUITABLE  
FOR  
MICROFILM



SCALE: 1"=50'

SHEET 1 OF 2

PREPARED BY:

**ALLEN**  
**AE**ngineering, Inc.

SURVEYORS - ENGINEERS

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

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



CFN 97109181

OR Book/Page: 3684 / 3001

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

PREPARED AND CERTIFIED FOR:

EXHIBIT A

BAREFOOT BAY RECREATION DISTRICT

Page 20 of 277

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



# DESCRIPTION

NOT A BOUNDARY SURVEY



CFN 97109181

OR Book/Page: 3684 / 3002

## DESCRIPTION: PARK PARCEL #1

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

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

## SURVEYOR'S NOTES:

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

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

## SHEET 2 OF 2

PREPARED BY:

**ALLEN**  
Engineering, Inc.

SURVEYORS - ENGINEERS

106 DIXIE LANE (P.O. BOX 321321)

COCOA BEACH, FLORIDA 32932-1321

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

## SURVEYOR'S CERTIFICATION:

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

ALLEN ENGINEERING, INC.

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

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

PREPARED AND CERTIFIED FOR:

BAREFOOT BAY RECREATION DISTRICT

Page 21 of 277

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

# SKETCH TO ACCOMPANY DESCRIPTION

NOT A BOUNDARY SURVEY

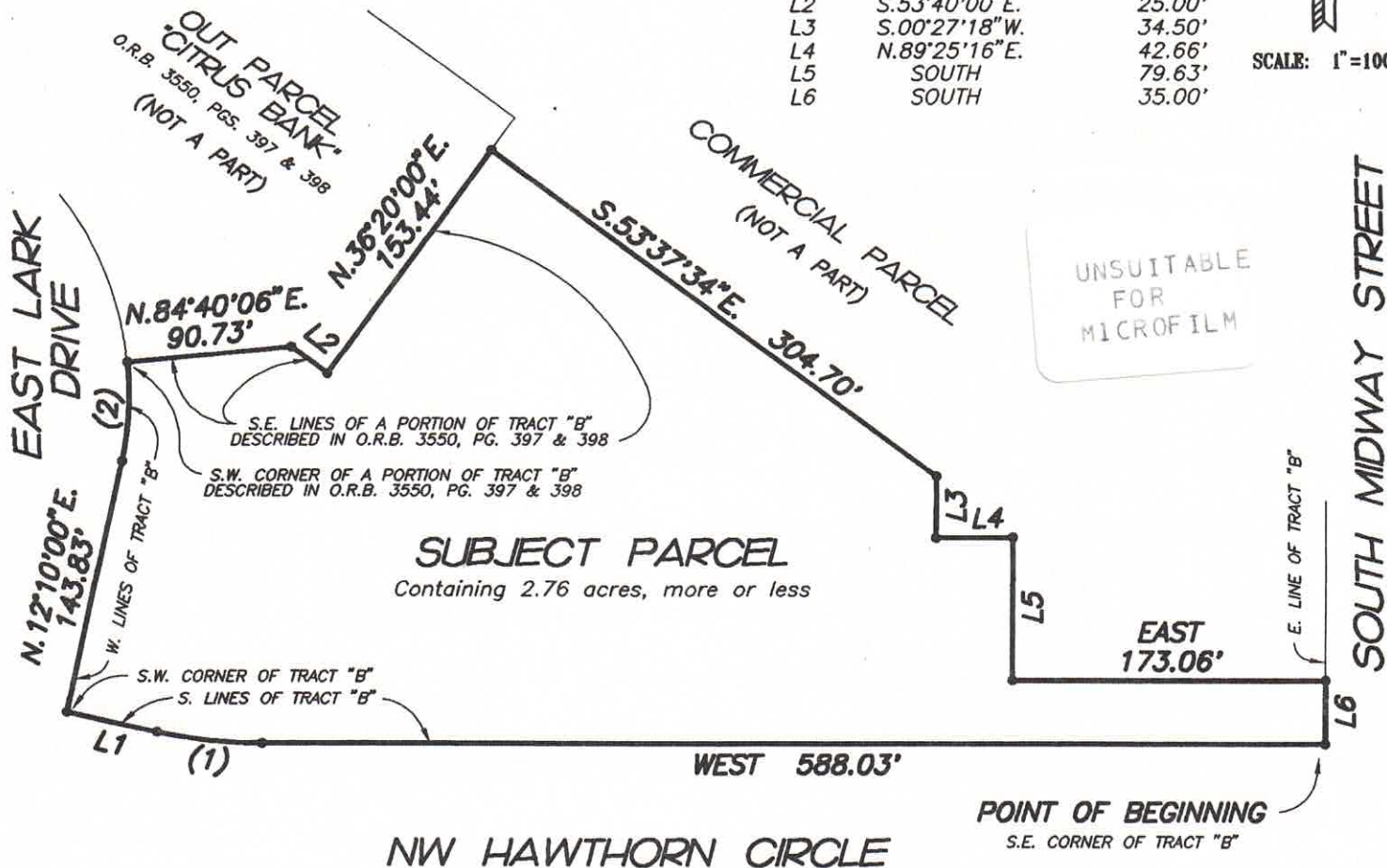
PARK PARCEL #2

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

## LINE TABLE

Line	Bearing	Distance
L1	N.77°50'00"W.	50.89'
L2	S.53°40'00"E.	25.00'
L3	S.00°27'18"W.	34.50'
L4	N.89°25'16"E.	42.66'
L5	SOUTH	79.63'
L6	SOUTH	35.00'

SCALE: 1"=100'



SHEET 1 OF 2

PREPARED BY:

**ALLEN**  
Engineering, Inc.

SURVEYORS - ENGINEERS

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

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



CFN 97109181

OR Book/Page: 3684 / 3003

## CURVE TABLE

NO.	RADIUS	DELTA	ARC	CHORD	CHORD BEARING
1	275.00'	12°10'00"	58.40'	58.29'	N.83°55'00"W.
2	180.00'	17°30'08"	54.98'	54.77'	N.03°24'56"E.

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

PREPARED AND CERTIFIED FOR:

EXHIBIT B

BAREFOOT BAY RECREATION DISTRICT

1.	
2.	
3.	
DATE: 1-14-97	DRAWN BY: DJG
JOB NO. 970002	SCALE: 1"=100'



# DESCRIPTION

NOT A BOUNDARY SURVEY



CFN 97109181

OR Book/Page: 3684 / 3004

## DESCRIPTION: PARK PARCEL #2

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

Begin at the Southeast corner of said TRACT "B"; thence WEST, along the South line of said TRACT "B", a distance of 588.03 feet, to the point of curvature of a curve, concave Northerly, having a radius of 275.00 feet and a central angle of 12°10'00"; thence Westerly, along the South line of said TRACT "B", and along the arc of said curve to the right, a distance of 58.40 feet, to a point of tangency; thence N77°50'00"W, along the South line of said TRACT "B", a distance of 50.89 feet, to the Southwest corner of said TRACT "B"; thence N12°10'00"E, along the West line of said TRACT "B", a distance of 143.83 feet, to the point of curvature of a curve, concave Westerly, having a radius of 180.00 feet and a central angle of 17°30'08"; thence Northerly, along the West line of said TRACT "B", and along the arc of said curve to the left, a distance of 54.98 feet, to the Southwest corner of that portion of said TRACT "B" described in Official Records Book 3550, Pages 397 and 398 of the Public Records of Brevard County, Florida, and a point of intersection with a non-tangent line; thence the following 3 courses along the Southerly and the Southeasterly lines of said portion of TRACT "B": (1) N84°40'06"E, a distance of 90.73 feet; (2) S53°40'00"E, a distance of 25.00 feet; (3) N36°20'00"E, a distance of 153.44 feet; thence S53°37'34"E, a distance of 304.70 feet; thence S00°27'18"W, a distance of 34.50 feet; thence N89°25'16"E, a distance of 42.66 feet; thence SOUTH, a distance of 79.63 feet, to a point 35.00 feet North of the South line of said TRACT "B"; thence EAST, parallel with and 35.00 feet North of the South line of said TRACT "B", a distance of 173.06 feet, to a point on the East line of said TRACT "B"; thence SOUTH, along the East line of said TRACT "B", a distance of 35.00 feet, to the POINT OF BEGINNING; Containing 2.76 acres, more or less.

## SURVEYOR'S NOTES:

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

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

## SHEET 2 OF 2

PREPARED BY:

**ALLEN**  
Engineering, Inc.

SURVEYORS - ENGINEERS

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

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

## SURVEYOR'S CERTIFICATION:

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

ALLEN ENGINEERING, INC.

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

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

PREPARED AND CERTIFIED FOR:

BAREFOOT BAY RECREATION DISTRICT  
Page 23 of 277

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







# DESCRIPTION

## NOT A BOUNDARY SURVEY

### DESCRIPTION: COMMERCIAL PARCEL

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

Commence at the Southeast corner of said TRACT "B"; thence NORTH, along the East line of said TRACT "B", a distance of 35.00 feet, to the POINT OF BEGINNING of the herein described parcel; thence WEST, parallel with and 35.00 feet North of the South line of said TRACT "B", a distance of 173.06 feet; thence NORTH, a distance of 79.63 feet; thence S89°25'16"W, a distance of 42.66 feet; thence N00°27'18"E, a distance of 34.50 feet; thence N53°37'34"W, a distance of 304.70 feet, to a point on the Southeasterly line of that portion of said TRACT "B" described in Official Records Book 3550, Pages 397 and 398 of the Public Records of Brevard County, Florida; thence N36°20'00"E, along said Southeasterly line, a distance of 21.56 feet, to the most Easterly corner of said portion of TRACT "B"; thence N53°40'00"W, along the Northeasterly line of said portion of TRACT "B", a distance of 39.16 feet; thence N37°10'13"E, a distance of 120.03 feet, to a point on the Southwesterly line of that portion of said TRACT "B" described in Official Records Book 2233, Pages 49 and 50 of the Public Records of Brevard County, Florida; thence S53°40'00"E, along said Southwesterly line, a distance of 12.40 feet, to the most Southerly corner of said portion of TRACT "B"; thence N36°20'00"E, along the Southeasterly line of said portion of TRACT "B", a distance of 200.00 feet, to a point on the Northeasterly line of said TRACT "B"; thence the following 3 courses along the Northeasterly and the Easterly lines of said TRACT "B": (1) S53°40'00"E, a distance of 219.28 feet, to the point of curvature of a curve, concave Southwesterly, having a radius of 250.00 feet and a central angle of 53°40'00"; (2) Southeasterly, along the arc of said curve to the right, a distance of 234.17 feet, to a point of tangency; (3) SOUTH, a distance of 253.07 feet, to the POINT OF BEGINNING; Containing .37<sup>±</sup> acres, more or less.

### SURVEYOR'S NOTES:

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

CFN 97109181  
OR Book/Page: 3684 / 3006

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

### SHEET 2 OF 2

PREPARED BY:

**ALLEN**  
**Engineering, Inc.**

SURVEYORS - ENGINEERS

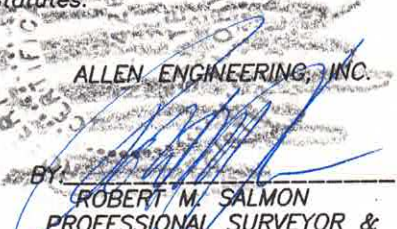
106 DIXIE LANE (P.O. BOX 321321)  
COCOA BEACH, FLORIDA 32932-1321

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

### SURVEYOR'S CERTIFICATION:

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

ALLEN ENGINEERING, INC.

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

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

PREPARED AND CERTIFIED FOR:

BAREFOOT BAY RECREATION DISTRICT

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

## **RESOLUTION 2021-12**

### **A RESOLUTION OF THE BOARD OF TRUSTEES OF THE BAREFOOT BAY RECREATION DISTRICT; REMOVING A PUBLIC PARK DESIGNATION FROM PARK PARCEL NO. 1 AS IDENTIFIED IN BAREFOOT BAY RECREATION DISTRICT RESOLUTION 97-1 AND RECLASSIFYING PARK PARCEL NO. 1 AS SUITABLE FOR COMMERCIAL USES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING AN EFFECTIVE DATE**

**WHEREAS**, on December 30, 1996, Avatar Properties, Inc. donated to the Barefoot Bay Recreation District ("BBRD") a tract of land consisting of approximately 7.04 acres, which tract was designated as "Shopping Center Parcel" and which was donated to BBRD by that certain deed recorded at Official Records Book 3633, Page 0923, of the Public Records of Brevard County, Florida; and

**WHEREAS**, the Board of Trustees of BBRD accepted the said donation because (a) approximately 3.27 acres of said parcel consisted of vacant land which the Board of Trustees wished to acquire and designate as public parks of BBRD, and (b) the Board of Trustees of BBRD desired to preserve the said vacant land as public parks of BBRD; and

**WHEREAS**, in Resolution 97-1, recorded at Official Records Book 3684, Page 2999, Public Records of Brevard County, Florida, the Board of Trustees of BBRD set forth of record the legal descriptions of two park parcels comprising of approximately 3.27 acres of vacant land, as well as the legal description of the remaining commercial parcel on which a shopping center is currently located; and

**WHEREAS**, the Board of Trustees of BBRD acknowledges that "Park Parcel # 1" as identified in Exhibit "A" of Resolution 97-1 is an approximately .51 acre parcel which has remained vacant since the adoption of Resolution 97-1 and has limited value to BBRD as a parcel used for park purposes; and

**WHEREAS**, the Board of Trustees of BBRD has been offered an opportunity to lease the Property referred to as "Park Parcel #1" for commercial purposes; and

**WHEREAS**, the Board of Trustees of BBRD acknowledges that the Property referred to as Park Parcel #1 is appropriately classified and located for commercial development;

**WHEREAS**, the Board of Trustees of BBRD acknowledges that there is no formal reversionary interest or restriction of record prohibiting the conversion of "Park Parcel #1" from park use designation to commercial use designation; and

**WHEREAS**, the Board of Trustees of BBRD finds that the conversion of "Park Parcel #1" from park use designation to commercial use designation will be of significant benefit to the residents of BBRD,

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

**Section 1:** The Board of Trustees hereby removes the “Park Parcel” designation from “Park Parcel #1” as described in Exhibit “A” of Resolution 97-1 and hereby reclassifies “Park Parcel #1” as a commercial parcel suitable for commercial use as may be authorized by the Board of Trustees.

**Section 2:** If any portion, clause, phrase, sentence or classification of this resolution is held or declared to be either unconstitutional, invalid, inapplicable, inoperative or void, then such declaration shall not be construed to affect other valid portions of the resolution; it is hereby declared by the Board of Trustees of the Barefoot Bay Recreation District that any such unconstitutional, invalid, inapplicable, inoperative or void portion or portions of this resolution did not induce its passage, and that without the inclusion of any such portion or portions of this resolution, the Trustees would have enacted the valid constitutional portions thereof.

**Section 3:** Conflict with other Provisions.

All resolutions or parts of resolutions in conflict herewith are hereby repealed and all resolutions or parts or resolutions not in conflict herewith are hereby continued in full force and effect. Other than as specifically provided herein, the remainder of Resolution 97-1 shall remain in full force and effect as originally adopted.

**Section 4.** Effective Date.

This Resolution shall become effective on August 13, 2021.

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 Michael R. Maino	_____
Trustee Jeff Grunow	_____
Trustee Bruce Amoss	_____
Trustee Jim Nugent	_____
Trustee Michael Morrissey	_____

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

The Chairman thereupon declared this Resolution Passed and Adopted this 13th day of August 2021.

**BAREFOOT BAY RECREATION DISTRICT**

By: \_\_\_\_\_  
MICHAEL R. MAINO, CHAIRMAN

Attest: \_\_\_\_\_  
JEFF GRUNOW, SECRETARY

STATE OF FLORIDA  
COUNTY OF BREVARD

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

\_\_\_\_\_  
Notary Public  
Name: \_\_\_\_\_  
My Commission Expires:

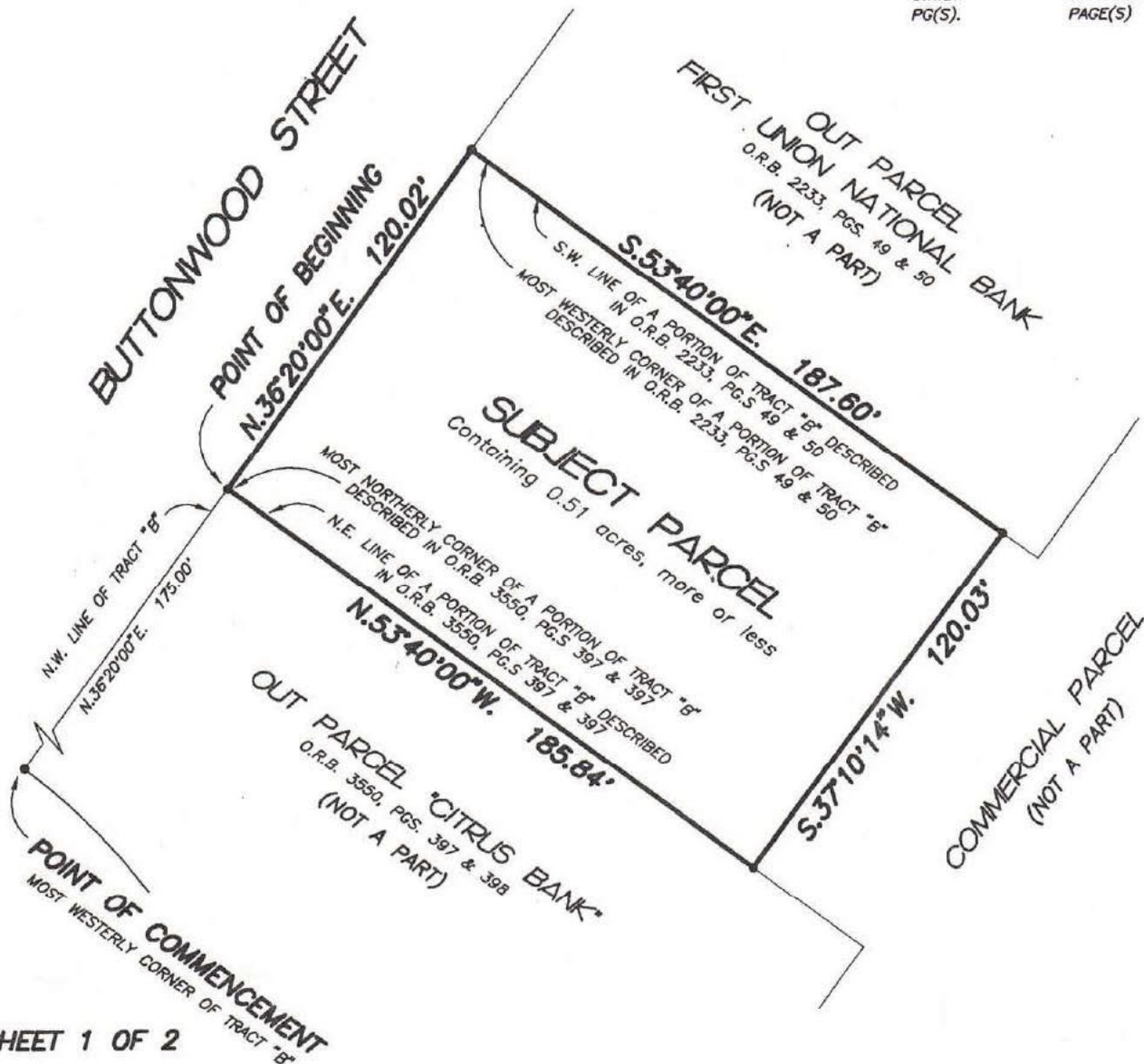


# SKETCH TO ACCOMPANY DESCRIPTION

NOT A BOUNDARY SURVEY

PARK PARCEL #1

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



SHEET 1 OF 2

PREPARED BY:

**ALLEN**  
Engineering, Inc.

SURVEYORS - ENGINEERS

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

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

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

PREPARED AND CERTIFIED FOR:

EXHIBIT A

BAREFOOT BAY RECREATION DISTRICT

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

# DESCRIPTION

## NOT A BOUNDARY SURVEY

### DESCRIPTION: PARK PARCEL #1

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

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

### SURVEYOR'S NOTES:

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

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

### SHEET 2 OF 2

PREPARED BY:

**ALLEN**  
**Engineering, Inc.**

SURVEYORS - ENGINEERS


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

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

### SURVEYOR'S CERTIFICATION:

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

ALLEN ENGINEERING, INC.

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

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

PREPARED AND CERTIFIED FOR:

BAREFOOT BAY RECREATION DISTRICT

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

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

Date: Friday, August 13, 2021

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

Section & Item: 8.B

Item:

Department: Administration

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

Contact: John Coffey, Community Manager, Cliff Repperger, General Counsel, General Counsel

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

Reviewed by

General

Counsel: Yes

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

### **Requested Action by BOT**

Approve Commercial Ground Lease with Steward Medical Group.

### **Background and Summary Information**

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

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

Resolution of the issue requires the repeal of Resolution 97-1 to be a separate agenda item.

Initial Term of Ground Lease is for ten (10) years with (2) two (10) year renewal periods. Max annual rental in the Initial Term is \$20,000.00 plus taxes and fees. Max annual rental in both Renewal Terms is \$25,000.00 each, plus taxes and fees. Build-out rental abatement for the earlier of nine (9) months from Commencement Date or date of Certificate of Completion, with potential extension for three (3) months. Half Rent Commencement twelve (12) months to fifteen (15) months from Commencement Date. Full Rent Commencement earlier of fifteen (15) months or Certificate of Completion.



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



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## **LEASE AGREEMENT**

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

### **WITNESSETH THAT:**

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

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

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

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

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

## **SECTION 102. TERM AND RENEWAL**

**Subsection 102.1. Term of Lease.** The Initial Term of this Lease shall be for a period of ten (10) years commencing on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_ (“Commencement Date”) and terminating on the last day of the one hundred twentieth (120<sup>th</sup>) month following the Commencement Date.

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

## **SECTION 103. USE OF PROPERTY**

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



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

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

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

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

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

#### **SECTION 104. BASE RENT AND ADJUSTMENTS**

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

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

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

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

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

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

## **ARTICLE 2** **BBRD AND TENANT OBLIGATIONS**

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

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

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

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

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

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

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

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

#### **SECTION 206. FAILURE OF TENANT TO COMPLETE CONSTRUCTION.**

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

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

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

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

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

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

### **ARTICLE 3**

#### **TAXES**

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

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

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

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

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

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

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

#### **ARTICLE 4** **INSURANCE AND INDEMNITY**

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

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

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

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

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

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

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

#### **SECTION 402. PROPERTY INSURANCE:**

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

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

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



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

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

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

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

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

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

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

## **ARTICLE 5**

### **PREVENTION OF USE OF THE PROPERTY**

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

## **ARTICLE 6**

### **DEFAULT BY TENANT**

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

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

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

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

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

#### **ARTICLE 7** **DEFAULT BY BBRD**

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

#### **ARTICLE 8** **REAL ESTATE COMMISSION**

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

## **ARTICLE 9**

### **IDENTITY OF INTEREST**

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

## **ARTICLE 10**

### **NOTICES AND REPORTS**

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

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

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

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

**ARTICLE 11**  
**MEMORANDUM OF LEASE**

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

**ARTICLE 12**  
**ENTRY OF BBRD**

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

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

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

**ARTICLE 13**  
**LEASE EXPIRATION**

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

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

#### **ARTICLE 14**

#### **QUIET ENJOYMENT**

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

#### **ARTICLE 15**

#### **BBRD POLICIES**

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

#### **ARTICLE 16**

#### **NONDISCRIMINATION**

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



and as said regulations may be amended.

## **ARTICLE 17** **WARRANTIES**

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

## **ARTICLE 18** **ASSIGNMENT AND SUBLETTING**

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

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

### **SECTION 1901. ENVIRONMENTAL REPRESENTATIONS AND WARRANTIES BY TENANT.**

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

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

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

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

## **ARTICLE 20** **MORTGAGE INTEREST**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

## **ARTICLE 21** **ATTORNEYS FEES**

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

## **ARTICLE 22** **OTHER PROVISIONS**

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

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

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

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

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

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

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

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

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

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

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

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

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

Signed, Sealed and Delivered  
in the presence of:

BAREFOOT BAY RECREATION DISTRICT

\_\_\_\_\_  
Witness

By:

\_\_\_\_\_  
Mike Maino, Chairman  
Barefoot Bay Recreation District Board of Trustees

\_\_\_\_\_  
Witness

Attest:

\_\_\_\_\_  
Jeff Grunow, Secretary  
Barefoot Bay Recreation District Board of Trustees

STATE OF FLORIDA  
COUNTY OF BREVARD

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

\_\_\_\_\_  
Notary Public

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

My Commission Expires: \_\_\_\_\_

TENANT:  
STEWARD MEDICAL GROUP

\_\_\_\_\_  
Witness

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

Printed Name:\_\_\_\_\_

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

\_\_\_\_\_  
Witness

Attest:\_\_\_\_\_  
(corporate seal)

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

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

\_\_\_\_\_  
Notary Public

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

My Commission Expires: \_\_\_\_\_

**EXHIBIT A**  
**DESCRIPTION OF LEASED PROPERTY**

DRAFT



**EXHIBIT B**  
**TENANT CONCEPTUAL SITE PLAN**

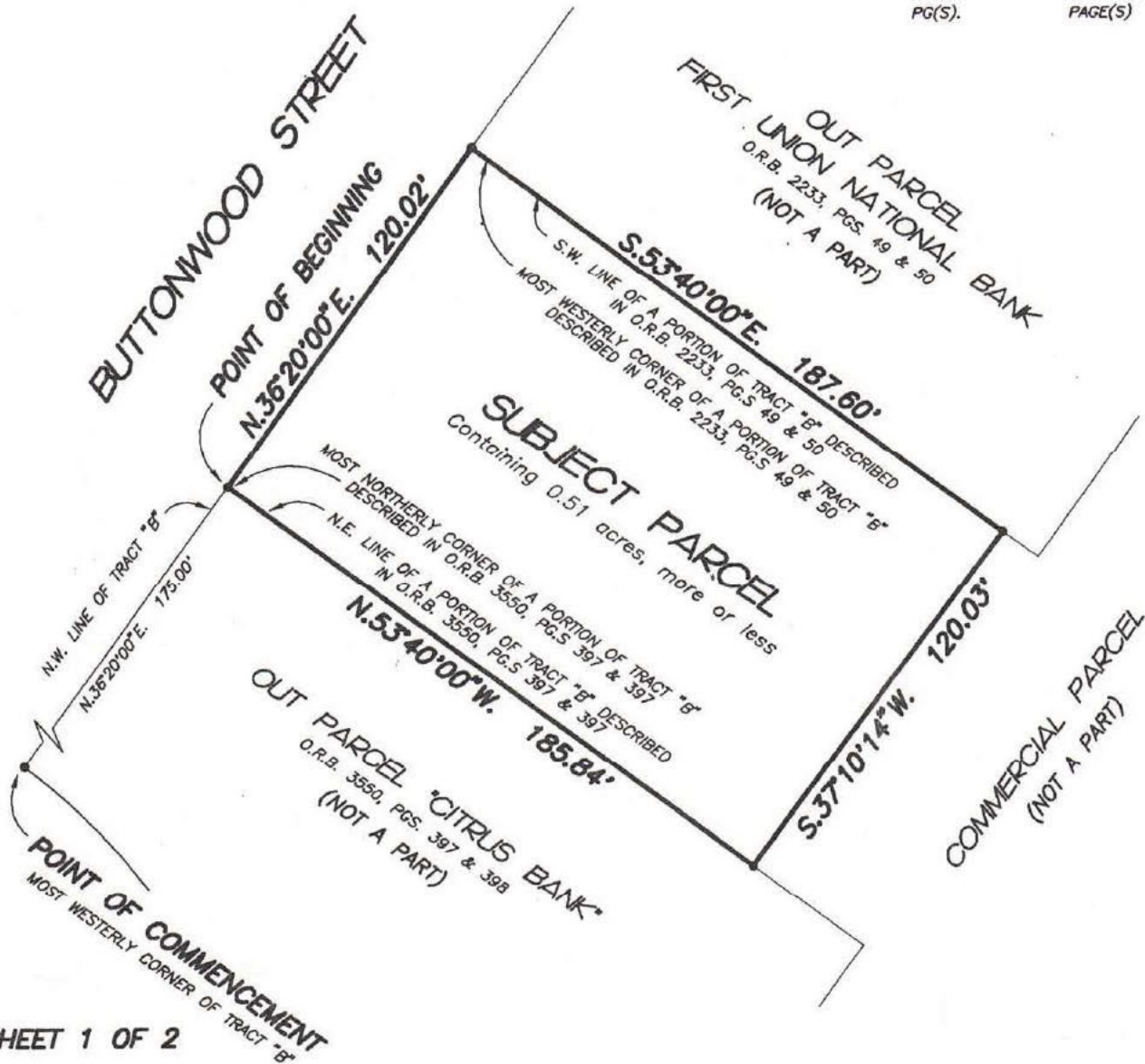


# SKETCH TO ACCOMPANY DESCRIPTION

NOT A BOUNDARY SURVEY

PARK PARCEL #1

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



SHEET 1 OF 2

PREPARED BY:

**ALLEN**  
Engineering, Inc.

SURVEYORS - ENGINEERS

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

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

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

PREPARED AND CERTIFIED FOR:

EXHIBIT A

BAREFOOT BAY RECREATION DISTRICT

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

# DESCRIPTION

## NOT A BOUNDARY SURVEY

### DESCRIPTION: PARK PARCEL #1

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

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

### SURVEYOR'S NOTES:

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

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

### SHEET 2 OF 2

PREPARED BY:

**ALLEN**  
**Engineering, Inc.**

SURVEYORS - ENGINEERS


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

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

### SURVEYOR'S CERTIFICATION:

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

ALLEN ENGINEERING, INC.

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

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

PREPARED AND CERTIFIED FOR:

BAREFOOT BAY RECREATION DISTRICT

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



## Exhibit "B"

### Conceptual Site Plan



Barefoot Bay  
Proposed Clinic  
Site Plan



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

December 3, 2020

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

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

Honorable Board of Trustees:

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

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

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

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

See attached conceptual aerial illustration, Exhibit "A".

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

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

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

**Base Rent during  
Extension Term(s):**

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

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

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

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

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



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

**Exclusivity:**

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

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

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

Sincerely,

  
\_\_\_\_\_  
Sanjay K. Shetty, MD  
Executive Vice President

**AGREED TO AND ACCEPTED BY:**

**Barefoot Bay Recreational District**


By:   
Name: Joseph Riosky  
Title: Chairman

Exhibit "A"



## Board of Trustees Meeting Agenda Memo

Date: Friday, August 13, 2021  
Title: **Discussion Regarding BBRD Trustee Term Lengths and Election Cycle**  
Section & Item: 8.C  
Department: Administration  
Fiscal Impact: Potential Election Referendum  
Costs Undetermined  
Contact: Cliff Repperger, General Counsel, General Counsel  
Attachments:  
Reviewed by General Counsel: Yes  
Approved by: John W. Coffey, ICMA-CM, Community Manager



### Requested Action by BOT

Discuss status of local bill regarding Trustee Term Lengths and Election Cycle.

### Background and Summary Information

At the BBRD Board of Trustees meeting held on June 22, 2021, the Board authorized Trustee Grunow and General Counsel Repperger to meet with Representative Randy Fine to seek support for a local bill that would increase the terms of Trustees to three-years and would stagger the cycle of election to avoid a potential majority turnover of the Board every two (2) years. Increasing the number of Trustees from its current number of five (5) to seven (7) was also discussed.

A meeting with Representative Fine, Trustee Grunow, and General Counsel Repperger has been scheduled for Tuesday, August 10, 2021. After the meeting, General Counsel Repperger will provide an additional update via email to the Trustees and, if supported by Representative Fine, a modified draft local bill language for the Board to consider in advance of the August 13, 2021, BOT meeting.

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

Date: Friday, August 13, 2021

Title: **Resident request to appeal ARCC denial.**

Section & Item: 9.A.i

Item:

Department: Resident Relations, DOR

Fiscal Impact: N/A

Contact: Richard Armington, Resident Relations Manager

Attachments: A. Resident Request, B. Denied ARCC Permit, C. Photo of home before screen room., D. Approved ARCC Permit 2015, E. Photo of home after screen room, F. DOR, G. ARCC Guidelines November 2020

Reviewed by

General

Counsel: N/A

Approved by:

### **Requested Action by BOT**

Review the denial by ARCC

### **Background and Summary Information**

On June 9, 2015, an ARCC permit was issued for a screen room addition to 810 Wren Circle. With the issuance of this permit, the home no longer had a compliant carport. The new homeowner had applied to the ARCC to enclose, with screening, the carport. With the carport not being in compliance, any alterations would need to include the carport being brought into compliance according to the DOR and ARCC Guidelines. The permit was denied due to the fact that the size of the carport was not addressed.



RECEIVED  
8/3/21

I would like THE BOARD OF TRUSTEES TO  
REVIEW THIS PERMIT ON MY BEHALF.

Robert Dahl



**DENIED**

**THE BAREFOOT BAY RECREATION DISTRICT**

**ARCC PERMIT TO ERECT, PLACE OR ALTER HOME OR STRUCTURE**

**ARCHITECTURAL CONTROL COMMITTEE PERMIT**

This is to certify that: BLACKBURN, ROBERT & CHRISTINE

Acct#: 0010

Address: 810 WREN CIRCLE

Block: 130 Lot: 21

Has permission to construct/alter or place: Screen in carport with 8' door opening

Contractor/Builder: BLACKBURN, ROBERT & CHRISTINE

\_\_\_\_\_  
Signature of ARCC Member

\_\_\_\_\_  
Signature of ARCC Member

**Architectural Review Control Committee**  
**(A.R.C.C.) INSPECTION REPORT**

**DATE:**

**COMMENTS:**

8/3/2021

Denied

**DATE:**

**COMMENTS:**

_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

NOTE: CONSTRUCTION SHOULD BE COMPLETE WITHIN 120 DAYS.  
NORMALLY FIVE ROUTINE INSPECTIONS SHOULD BE MADE DURING THAT PERIOD.

DATE ISSUED: 08/03/2021

INSPECTOR: Mary Barry

DATE EXPIRED: 11/30/2021

SIGNATURE: \_\_\_\_\_

COMPLETED/PASSED: \_\_\_\_\_

PERMIT: #ARC21-000401  
FILE: #21-001655

The person accepting this permit shall conform to the terms of the application on file in the office of the Architectural Control Committee permitting office. This card must be displayed on the street side of the property in a PERMANENT, SUBSTANTIAL MANNER, and in a CONSPICUOUS, SHELTERED LOCATION, ACCESSIBLE to the COMMITTEE MEMBER. This permit is issued to satisfy the Deed of Restrictions requirements. Additional county, state or federal permits may be required.



**BAREFOOT BAY RECREATION DISTRICT**  
**ARCHITECTURAL REVIEW & CONTROL COMMITTEE**

RECEIVED  
7/26/21

2145

APPLICATION TO ERECT, PLACE OR ALTER HOME OR STRUCTURE  
IN BAREFOOT BAY MOBILE HOME SUBDIVISION

PROPERTY OWNER: Name ROBERT BLACKBURN BBRD Acct #: 0010

Address 810 WREN CIRCLE

Phone(s) 760-524-6327 E-mail ~~5481~~ RL85454@AOL.COM

Construction location in Barefoot Bay: Block No. \_\_\_\_\_ Lot No. \_\_\_\_\_

The proposed construction will be completed as detailed in items 1 through 7 of this application and supporting documents. The requirements of *Guidelines for Use by the Architectural Review & Control Committee dated November 2020*, and the *Deed of Restrictions of Barefoot Bay Recreation District, Amended and Restated as of October 13, 2017* are known and are accepted as a part of this application. Initial (RLB)

1. Explain in detail what construction is proposed.

TO SCREEN IN GARPORT WITH 8 FT DOOR OPENING

2. What materials are to be used, and where?

ALUMINUM & AAD SCREEN

3. Who is to perform the work? (If owner, so state: if contractor or sub-contractor(s), List name(s) and type of work each will perform, and their license number)

Name	License#	Type of Work	Phone #
<u>ROBERT BLACKBURN</u>	_____	<u>INSTALL</u>	<u>760-524-6327</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

4. Locate proposed construction or addition on a copy of a Final Engineering Survey for the home and lot. Show shape, dimensions, location and identity of area(s) where construction will take place. Use same scale as that shown on Survey. If the proposed construction cannot be clearly shown on a Final Engineering Survey, include a scale drawing as previously described.

5. Work will commence Aug 1, 2021  
(date)

6. Work will be completed Aug 7, 2021  
(Approximate date)

7. Construction, erection, placement or alteration(s) proposed in this application is for:

- ☒ An existing mobile home/home site \_\_\_\_\_  
☐ A new mobile home/home site \_\_\_\_\_  
☐ A used mobile home placed on any lot within the subdivision \_\_\_\_\_

Additional comments \_\_\_\_\_



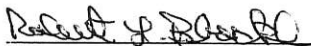
**BAREFOOT BAY RECREATION DISTRICT**  
**ARCHITECTURAL REVIEW & CONTROL COMMITTEE**

The undersigned property owner agrees to allow the members of the Architectural Review Control Committee, their agents and employees to enter upon the subject property, as needed, in order to conduct reasonable inspections to assure that the construction is in compliance with the *Guidelines for Use by the Architectural Review & Control Committee*, the Amended Deed of Restrictions, and the provisions of this application.

THE INSTRUCTIONS, WHICH ARE MADE A PART OF THIS APPLICATION, ARE UNDERSTOOD BY THE UNDERSIGNED.

"The undersigned hereby agrees to supply the ARCC with any additional information and/or documentation which may be requested by the ARCC."

THE UNDERSIGNED CONTRACTOR/BUILDER AGREES TO REMOVE ALL DEBRIS FROM THE SUBJECT CONSTRUCTION LOCATION AND TO LEAVE THE PREMISES IN A NEAT AND ORDERLY CONDITION WITHIN FIVE (5) DAYS OF COMPLETION OF THE CONSTRUCTION, ADDITION OR ALTERATION OR WITHIN FIVE (5) DAYS OF THE EXPIRATION OR TERMINATION OF THE ARCC APPROVAL, WHICHEVER OCCURS FIRST. IN THE EVENT THAT ARCC DETERMINES THAT THE SUBJECT CONSTRUCTION LOCATION HAS NOT BEEN LEFT IN SUCH A NEAT AND ORDERLY CONDITION, THEN WRITTEN NOTICE THEREOF WILL BE PROVIDED TO THE UNDERSIGNED CONTRACTOR/BUILDER ADVISING YOU TO PROPERLY CLEAN UP THE PREMISES WITHIN FIVE (5) DAYS OF RECEIPT OF THE NOTICE. IF YOU FAIL TO SO ACT WITHIN THIS PERIOD REQUIRING ACTION TO BE TAKEN AT LAW OR EQUITY EITHER FOR INJUNCTIVE RELIEF OR TO RECOVER DAMAGES, THE UNDERSIGNED AGREES TO PAY ALL COURT COSTS AND DISBURSEMENTS ALLOWED BY LAW, INCLUDING REASONABLE ATTORNEY'S FEES AT BOTH TRIAL AND APPELLATE LEVELS.



Signature of Property Owner

Signature of Contractor and/or Builder Responsible for  
drawing Brevard County Building Permit

Date

Date

**For office use only**

**REQUEST FOR PERMIT:**

DATE 8/3, 2021

☐ Approved

☒ Disapproved

  
(Member)

(Member)

**REQUEST FOR EXTENSION:**

DATE \_\_\_\_\_, 20\_\_\_\_

☐ Approved

☐ Disapproved

\_\_\_\_\_  
(Member)

\_\_\_\_\_  
(Member)

**REQUEST FOR CHANGE:**

DATE \_\_\_\_\_, 20\_\_\_\_

☐ Approved

☐ Disapproved

\_\_\_\_\_  
(Member)

\_\_\_\_\_  
(Member)

Remarks

Carport does not meet minimum  
spec as to length & width  
(11' x 18')

**BAREFOOT BAY RECREATION DISTRICT**  
**ARCHITECTURAL REVIEW & CONTROL COMMITTEE**

**INSTRUCTIONS FOR PREPARING**  
**"APPLICATION TO ERECT, PLACE OR ALTER MOBILE HOME IN BAREFOOT BAY"**

**COMPLETING APPLICATION FORM:**

Applicant will prepare or have prepared an application form and furnish the following information thereon. When necessary, additional sheets may be used.

- a. Reason for addition or change.
- b. Floor plan delineating shape, size, height, identify of area(s) for the proposed construction.
- c. Location of proposed construction or change, imposed on a Final Survey copy of the mobile home and lot, giving placement and dimensions. Use same scale as the Final Survey.
- d. Where owner is contractor and is absent from Barefoot Bay, a responsible agent must be designated and empowered to act for applicant.
- e. Complete all items numbered 1 through 7.
- f. Applicant's name and signature of property owner on Pages 1 and 2 of this application must be that of the owner holding recorded title to property on which construction is to take place.

**ALL APPLICANTS ARE RESPONSIBLE FOR:**

- a. Furnishing the Brevard County Building Department, a copy of the approved ARCC application to support application for Building Permits.
- b. Obtaining or having obtained all required Building Permits from Brevard County Building Department and posting same at time construction or set-up commences.
- c. Calling or having contractor call for required inspections by the Brevard County Building Department.
- d. Filing a supplemental application with the ARCC for approval of any deviation from the approved application.
- e. Assuring the construction is completed as specified in application drawings, specification or supplemental application approved by ARCC.
- f. Contacting the State One Call System (811) prior to digging.
- g. When fences are installed:
  1. The owner/applicant shall assume responsibility for any damage to existing utilities which may occur during the installation of the fence.
  2. The owner/applicant agrees that if, for any reason, a utility work crew finds it necessary to remove the fence to repair or maintain their installations, replacement of the fence will be made at the expense of the owner/applicant.
- h. Applicants are responsible for complying with all Federal, State and Local Laws and Ordinances. *Initials (RUS)*

**APPLICANTS FOR NEW OR USED MOBILE HOME INSTALLATION:**

The following ADDITIONAL DATA is required of applicants proposing to install a new or used mobile home on a lot in the Barefoot Bay Subdivision.

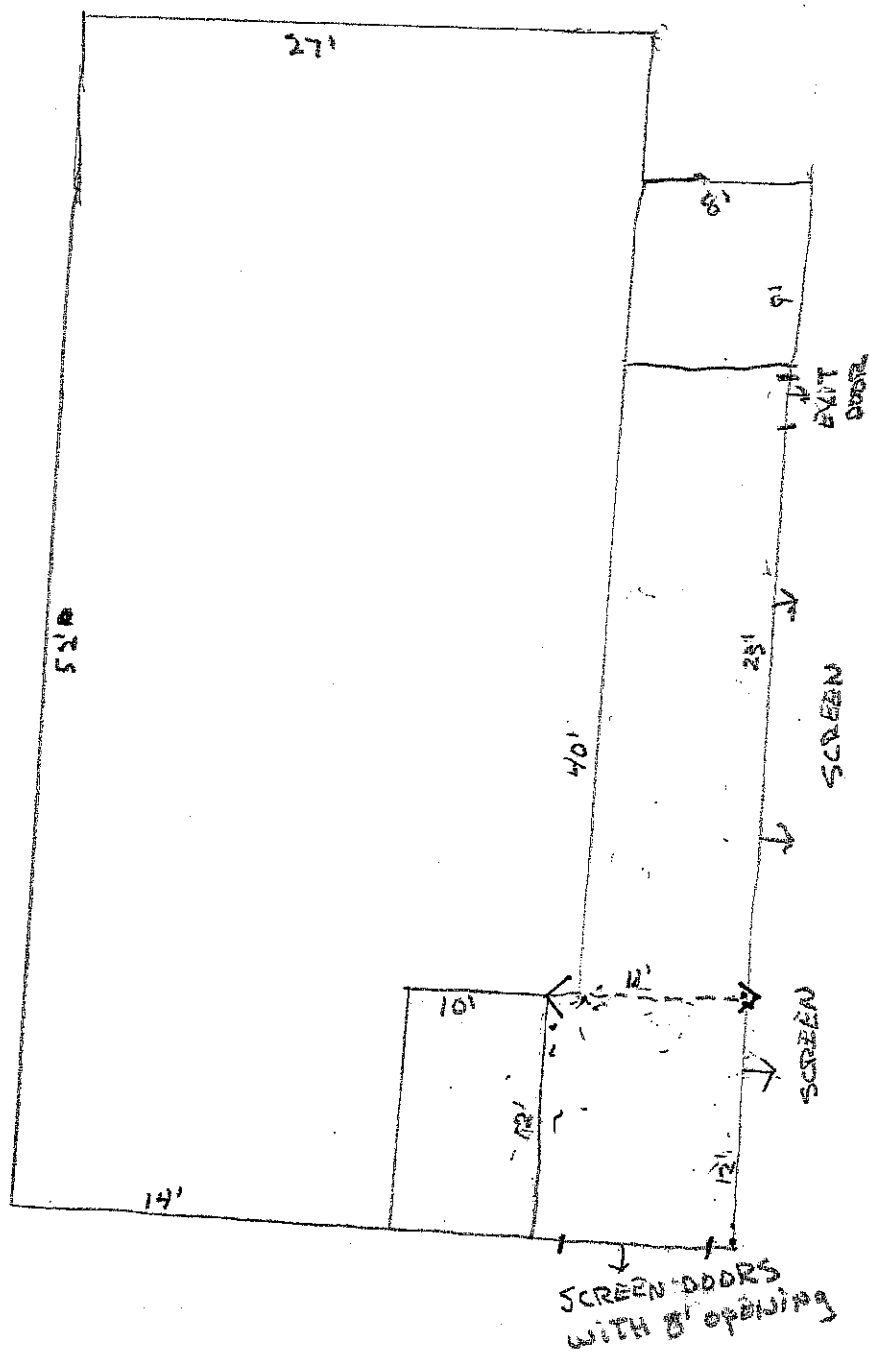
- a. Year, make and model of mobile home.
- b. Copy of Manufacturer's specifications and floor plan.
- c. Location of proposed installation imposed on a Preliminary Engineering Survey of the site.
- d. An enlarged scale drawing of the proposed construction MAY be submitted to more clearly define the position and dimension. This will not eliminate the need for a scale drawing on a preliminary engineering survey of the site.
- e. Approximate cost of the total construction.
- f. Copy of recorded title (warranty deed or similar recorded document) for the lot in applicant's name.
- g. Applications for installation of USED mobile home shall provide:
  1. A copy of Motor Vehicle Certificate of Title, State of Florida, in applicant's name. A double-wide requires (2) certificates.
  2. Close-up photographs, in color, of end and full side views (4 pictures) of the home at present site. (Minimum size of photos - 3" X 4")

**This application will be acted on at a regularly scheduled ARCC Committee Meeting. The meetings are held bi-weekly on Tuesday morning. The reviewed application will be made available to the applicant at 625 Barefoot Blvd., on the Thursday following the meeting.**

**Phone# 772-664-3141**

**Fax# 772-664-7552**

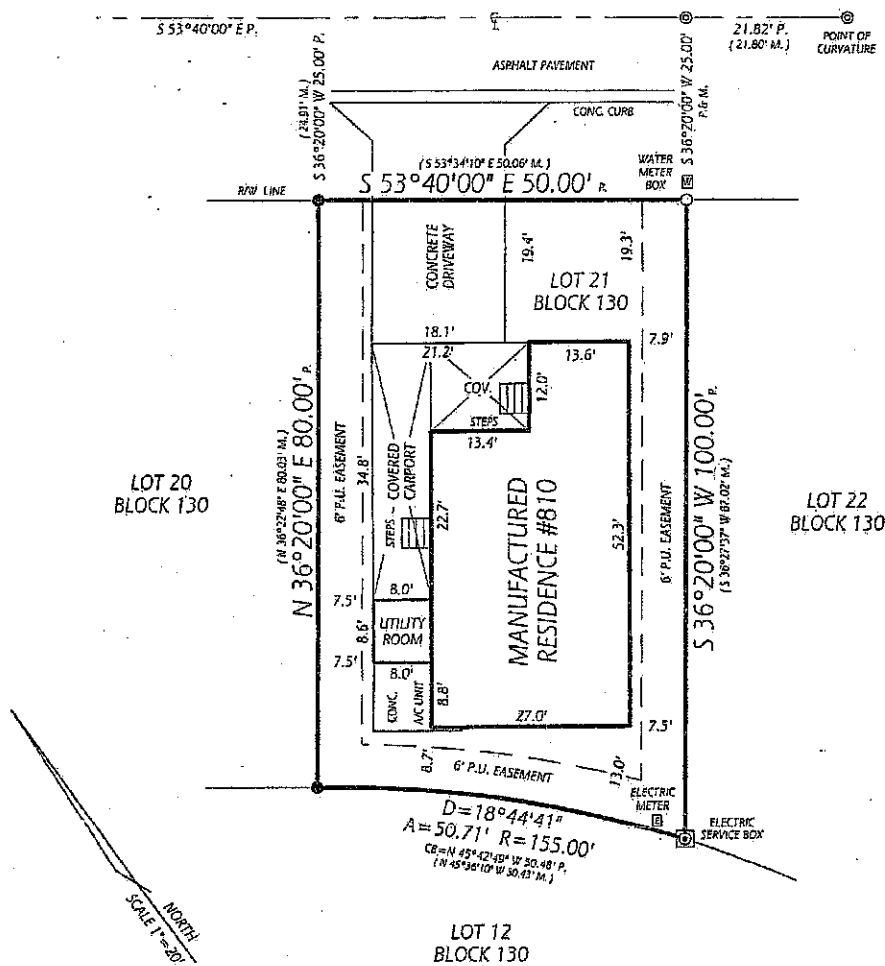
**Email: arccpermits@bbrd.org**



810 WREN CIRCLE

( 50' RIGHT OF WAY )

# EAST WREN CIRCLE



**LEGAL DESCRIPTION:**  
LOT 21, BLOCK 130, BAREFOOT BAY MOBILE HOME  
SUBDIVISION, UNIT TWO, PART TEN, ACCORDING TO  
THE PLAT THEREOF AS RECORDED IN PLAT BOOK 22,  
PAGES 105 THROUGH 115, PUBLIC RECORDS OF  
BREVARD COUNTY, FLORIDA.

**SURVEYOR'S NOTES:**

1. BEARINGS SHOWN ARE BASED ON THE CENTERLINE OF EAST WYNN CIRCLE AS S 53°40'00" E AS PER RECORD PLAT.
2. NO INSTRUMENT OF RECORD REFLECTING BUILDING SETBACK LINES, EASEMENTS, RIGHTS OF WAY AND/OR OWNERSHIP WERE FURNISHED TO THIS SURVEYOR, EXCEPT AS SHOWN. NO TITLE OPINION IS EXPRESSED OR IMPLIED.
3. THIS SURVEY IS NOT INTENDED TO LOCATE EXISTING UNDERGROUND FOUNDATIONS, ENCREACHMENTS OR ANY IMPROVEMENTS EXCEPT AS SHOWN.
4. THE LOT SHOWN HEREON IS LOCATED IN FLOOD ZONE "X" PER FLOOD INSURANCE RATE MAP 125092 619 E, DATED APRIL 3, 1989.
5. DISTANCE ACCURACY FOR THIS TYPE OF BOUNDARY SURVEY IS SUBURBAN, 1 FOOT IN 7,500 FEET.

ABBREVIATIONS:

ABBREVIATIONS:  
CB-CHORD BEARING & DISTANCE  
A-ARC LENGTH D-DELTA (CENTRAL ANGLE)  
P-PLAT M-MEASURED COV-COVERED  
PUE-PUBLIC UTILITY EASEMENT R-RADIUS  
CL-CENTERLINE A/C-AIR CONDITION  
LS-LAND SURVEYOR R/W-RIGHT OF WAY  
PLS-PROFESSIONAL LAND SURVEYOR  
LB-LAND SURVEYING BUSINESS

# BOUNDARY SURVEY

CERTIFIED TO:  
DAVID MORRISON  
SEACOAST NATIONAL BANK, its successors  
and/or assigns as their interest may appear  
PROFESSIONAL TITLE OF INDIAN RIVER, INC.  
COMMONWEALTH LAND TITLE INSURANCE COMPANY

**LEGEND:**

- - SET 5/8" IRON REBAR WITH PLASTIC CAP STAMPED "PLS 4896".
- ⑥ - FOUND PLASTIC CAP IN TOP OF ELECTRIC SERVICE BOX; NAIL PREVENTS READING CAP.
- - FOUND 1/2" IRON REBAR WITH PLASTIC NO CAP.
- ⊙ - FOUND NAIL & 1-1/2" DISK

PREPARED BY:  
CECRLE LAND SURVEYING, INC.  
FLORIDA LAND SURVEYING BUSINESS #6637  
10749 HIGHWAY U.S.1, SUITE A  
SEBASTIAN, FLORIDA 32958  
PHONE 772-388-0520, FAX 772-388-2012

CERTIFIED CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF IN CONFORMITY WITH THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF LAND SURVEYORS, PURSUANT TO CHAPTER 61G17-6 FLORIDA ADMINISTRATIVE CODE, THIS SURVEY IS PREPARED AND CERTIFIED FOR THE EXCLUSIVE USE OF THE CLIENT OR CLIENTS NAMED HEREON. THIS SURVEY IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

THOMAS RANDALL CECILE, P.L.S. 4808







# THE BAREFOOT BAY RECREATION DISTRICT

ARCC PERMIT TO ERECT, PLACE OR ALTER HOME OR STRUCTURE

## ARCHITECTURAL CONTROL COMMITTEE PERMIT

This is to certify that: BELL, ALLEN DANIEL

Acct#: 0010

Address: 810 WREN CIRCLE

Block: 130 Lot: 21

Has permission to construct/alter or place: Screen room

Contractor/Builder: Don's Aluminum

Signature of ARCC Member

Signature of ARCC Member

### Architectural Review Control Committee (A.R.C.C.) INSPECTION REPORT

DATE:

COMMENTS:

DATE:

COMMENTS:


NOTE: CONSTRUCTION SHOULD BE COMPLETE WITHIN 120 DAYS.  
NORMALLY FIVE ROUTINE INSPECTIONS SHOULD BE MADE DURING THAT PERIOD.

DATE ISSUED: 06/09/2015

INSPECTOR: Reed

DATE EXPIRED: 10/09/2015

SIGNATURE: \_\_\_\_\_

COMPLETED/PASSED: \_\_\_\_\_

PERMIT: #ARC15-000153

FILE: #15-001060

The person accepting this permit shall conform to the terms of the application on file in the office of the Architectural Control Committee permitting office. This card must be displayed on the street side of the property in a PERMANENT, SUBSTANTIAL MANNER, and in a CONSPICUOUS, SHELTERED LOCATION, ACCESSIBLE to the COMMITTEE MEMBER. This permit is issued to satisfy the Deed of Restrictions requirements. **Additional county, state or federal permits may be required.**







# **Barefoot Bay Recreation District**

## **A DEED RESTRICTED COMMUNITY**

### **Amended and Restated**

### **Deed of Restrictions of The Barefoot Bay Recreation District**

**October 13, 2017**

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THIS AGREEMENT PREPARED BY  
AND RETURN TO:

Clifford R. Reppeger, Jr., Esq  
GrayRobinson, P.A.  
1795 West NASA Boulevard  
P.O. Box 1870  
Melbourne, FL 32902

**CERTIFICATE OF APPROVAL OF AMENDED  
AND RESTATED DEED OF RESTRICTIONS  
FOR BAREFOOT BAY**

The undersigned, Steve Diana, as Chairman, and Joseph Klosky, as Secretary, respectively of the Barefoot Bay Recreation District Board of Trustees, hereby certify that the Amended and Restated Deed of Restrictions for Barefoot Bay dated the 13th of October, 2017, which is attached hereto, and has been duly approved as provided in Section 4 of Article V of the Amended and Restated Deed of Restrictions for Barefoot Bay which is recorded at Official Record Book 7455, Page 1089, of the Public Records of Brevard County, Florida (the "Prior Restrictions"). The written evidence of approval is maintained as a public record at the offices of Barefoot Bay Recreation District, 625 Barefoot Boulevard, Barefoot Bay, Florida 32976. By virtue of said approval, the attached Amended and Restated Deed of Restrictions for Barefoot Bay shall supersede and replace the prior Amended and Restated Deed of Restrictions and all other prior recorded versions of the same except to the extent provided in Article VI of the attached Amended and Restated Deed of Restrictions.

The attached Amended and Restated Deed of Restrictions for Barefoot Bay is applicable to all lands within the following platted subdivisions collectively known as Barefoot Bay:

BAREFOOT BAY UNIT ONE, recorded in Plat Book 22, Page 100, of the Public records of Brevard County, Florida.

BAREFOOT BAY UNIT TWO, PART TEN, recorded in Plat Book 22, Page 105; and Re-plat thereof recorded in Plat Book 26, Page 5 of the public records of Brevard County, Florida.

BAREFOOT BAY UNIT TWO, PART ELEVEN, recorded in Plat Book 22, Page 116, of the public records of Brevard County, Florida.

BAREFOOT BAY UNIT TWO, PART TWELVE, recorded in Plat Book 22, Page 79, of the public records of Brevard County, Florida.

BAREFOOT BAY UNIT TWO, PART THIRTEEN, recorded in Plat Book 23, Page 29, of the public records of Brevard County, Florida; and

BLOCKS 3 through 9 and North half of Block 10 of HAVEN GREEN, recorded in Plat Book 12, page 107; and Re-plat thereof, recorded in Plat Book 24, Page 102, both of the public records of Brevard County, Florida.

IN WITNESS WHEREOF, the undersigned Chairman and Secretary of the Barefoot Bay Recreation District Board of Trustees have set their hands and seal this 13<sup>th</sup> day of October, 2017.

BAREFOOT BAY RECREATION DISTRICT

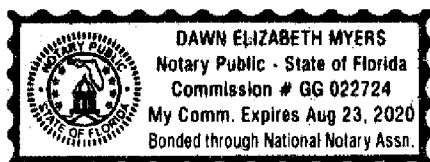
By:   
STEVE DIANA, Chairman

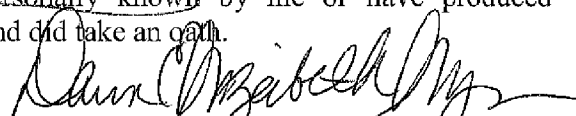
Attest:   
JOSEPH KLOSKY, Secretary

STATE OF FLORIDA       )  
COUNTY OF BREVARD    )

The foregoing instrument was acknowledged before me on the 13<sup>th</sup> day of October, 2017, by STEVE DIANA and JOSEPH KLOSKY, respectively the Chairman and Secretary of the Barefoot Bay Recreation District Board of Trustees, a special district existing under Section 418.30 et. seq., Florida Statutes. They are personally known by me or have produced as identification and did take an oath.

Stamp/Seal



  
Signature of Notary Public

My Commission Expires: 8/23/20

**AMENDED AND RESTATED  
DEED OF RESTRICTIONS FOR BAREFOOT BAY**

THIS DECLARATION, is made as of the 13th day of October, 2017, by and on behalf of the owners of real property located in the Barefoot Bay development in Brevard County, Florida.

**WITNESSETH**

WHEREAS, Barefoot Bay is a residential development located in Brevard County, Florida, which consists of the following platted subdivisions, which are collectively known as "*Barefoot Bay*".

BAREFOOT BAY UNIT ONE, recorded in Plat Book 22, Page 100, of the Public records of Brevard County, Florida.

BAREFOOT BAY UNIT TWO, PART TEN, recorded in Plat Book 22, Page 105; and Re-plat thereof recorded in Plat Book 26, Page 5 of the public records of Brevard County, Florida.

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BAREFOOT BAY UNIT TWO, PART THIRTEEN, recorded in Plat Book 23, Page 29, of the public records of Brevard County, Florida.

BLOCKS 3 through 9 and North half of Block 10 of HAVEN GREEN, recorded in Plat Book 12, Page 107; and Re-plat thereof, recorded in Plat Book 24, Page 102, both of the public records of Brevard County, Florida; and

WHEREAS the developers of Barefoot Bay have previously recorded a Deed of Restrictions and various subsequent amendments thereto which are cumulated and most recently restated in an Amended and Restated Deed of Restrictions applicable to the above listed subdivisions which is recorded at Official Records Book 6917, Page 1 and which Deed of Restrictions are known to have been previously recorded at Official Records Book 1248, Page 559; Official Records Book 2247, Page 1359; Official Records Book 2391, Page 2461; Official Records Book 2678, Page 2606; Official Records Book 4076, Page 2374; Official Records Book 5890, Page 7390; Official Records Book 6385, Page 270; and Official Records Book 7455, Page 1089 of the Public Records of Brevard County, Florida (collectively the "Prior Restrictions"); and

WHEREAS, the Prior Restrictions provide that the terms and conditions of the Prior Restrictions may be amended upon approval of a majority of the owners of residential lots in Barefoot Bay; and

WHEREAS, this Amended and Restated Deed of Restrictions has been approved in writing as a revised, amended and restated amendment of the Prior Restrictions by a majority of owners' votes cast on proposed amendments as tallied on August 1, 2017; and

WHEREAS, the purpose of the Amended and Restated Deed of Restrictions of the Barefoot Bay Recreation District (BBRD) is twofold: 1. To ensure proper use and appropriate development and/or improvements of each residential Lot of Barefoot Bay and the community as a whole; and 2. To ensure that any such use, development or improvement is aesthetically compatible with other homes, protecting the value and desirability of all property in Barefoot Bay;

NOW, THEREFORE, the property owners in Barefoot Bay declare that all property within the subdivisions described herein above, shall be held, sold, and conveyed subject to the terms and conditions of this instrument, which are for the purpose of protecting the value and desirability of all property in Barefoot Bay, which shall run with the title to all lots within the said subdivisions and which shall be binding upon all parties having any right, title or interest in any lot within Barefoot Bay.

## ARTICLE I DEFINITIONS

**Section 1.** *"Architectural Review and Control Committee"* (ARCC) shall mean and refer to the Committee established to promulgate regulations and enforce Article II of the Amended and Restated Deed of Restrictions of the Barefoot Bay Recreation District as established in Article II.

**Section 2.** *"Association"* shall mean and refer to Barefoot Bay Homeowners Association, a Florida Corporation and its successors and assigns.

**Section 3.** *"Board of Trustees"* shall mean and refer to the governing body of the Recreation District as defined in Brevard County Ordinance No. 84-05 and Section 418.302, Florida Statutes.

**Section 4.** *"Guidelines for Use by the Architectural Review and Control Committee"* (ARCC Guidelines) shall mean and refer to the document used by ARCC in reviewing and approving applications for construction of homes and structures or alterations to the exterior of homes and structures in Barefoot Bay. Said Guidelines shall be amended and updated to ensure compatibility with this Amended and Restated Deed of Restrictions.

**Section 5.** *"Recreation District"* shall mean and refer to the Barefoot Bay Recreation District created under Brevard County Ordinance No. 84-05 and Section 418.30 et seq., Florida Statutes.

**Section 6.** “Owner” and “Lot Owner” shall mean and refer to the record owner, whether one or more person or entities, of a fee simple title to any lot which is a part of Barefoot Bay.

**Section 7.** “Lot” shall mean any lot of record appearing on any of the recorded plats of Barefoot Bay enumerated in the recitals of this instrument. If any manufactured or modular home has been placed on two adjacent platted lots in a manner such that the home is located across the platted boundary between such platted lots, the two platted lots shall be treated as a single Lot for purposes of this instrument.

## ARTICLE II ARCHITECTURAL REVIEW & CONTROL

### Section 1. Architectural Review & Control Committee.

An Architectural Review & Control Committee (ARCC) shall be established to enforce the provisions of this article. The ARCC shall consist of five (5) members, who shall be appointed as follows:

(A) The Board of Trustees of the Recreation District shall appoint a Member of the Board of Trustees to serve as Liaison to the ARCC.

(B) Five voting members of the ARCC shall be appointed as follows: two (2) by the Board of Trustees and three (3) by the Association, all of whom shall be Lot owners.

(C) Two (2) alternates shall be appointed, each to a three (3) year term as follows: One (1) by the Board of Trustees and one (1) by the Association, who shall both be Lot owners. Alternates shall only be permitted to vote when needed to establish a quorum as provided in the ARCC rules and procedures. If needed, the Chairman of the ARCC shall designate which alternate shall vote on any item.

(D) The Community Manager shall assign a Recreation District employee to serve as support staff responsible for the recording of notes and drafting of minutes. The Resident Relations Department shall retain original copies of all minutes and handouts from the meetings and shall publish an agenda seven (7) days prior to each meeting.

(E) ARCC members will be appointed by the Board of Trustees as follows: one (1) member appointed by the Association for a one (1) year term; one (1) member appointed by the Board of Trustees and one (1) member appointed by the Association, each for a two (2) term; and one (1) member appointed by the Board of Trustees and one (1) member appointed by the Association, each for a three (3) term. At the expiration of the initial terms, new members will be appointed for terms of three (3) years each. If a member resigns or otherwise vacates his/her seat before the expiration of his/her term, a new member will be appointed to fill the open seat and serve the balance of the unexpired term.

(F) Quorum and Conduct of Business

1. In order to conduct the business of the committee, a quorum must be present. A quorum will exist when a simple majority of three (3) voting members are present. A simple majority of those present is needed to take action on any item.

2. The ARCC shall hold an organizational meeting each year as soon after January 1 as is practicable. The ARCC shall select a Chairman and a Vice-Chairman from among its membership at the organizational meeting. The Vice-Chairman will chair the meeting when the Chairman is absent.

3. Each member of the Committee shall have one (1) vote on each permit application.

4. The ARCC may also adopt such rules and procedures as it may deem to be appropriate for the conduct of its business; provided, however, that such rules may not be inconsistent with the provisions of this Article.

**Section 2. Requirements for approvals by ARCC.**

No building or other structure shall be erected or placed on any Lot, nor shall the exterior of any such building or structure or the driveways or parking areas serving such building or structure be altered in any way unless and until two sets of the complete building plans, two sets of complete specifications and two copies of a plot plan have been submitted to the ARCC and approved by it in writing. An application for such approval shall demonstrate to the satisfaction of the ARCC that:

1. The said building or other structure complies in all respects with the Provisions of this instrument; and

2. The said building or other structure is in conformity and harmony with such written rules as may from time to time be adopted by the ARCC.

The ARCC's approval of the said plan specifications and plot plans shall be evidenced by the signature of its Chairman or Vice-Chairman on the plans, specifications and plot plans submitted by an applicant. One set of approved plan shall be returned to the applicant and the other shall be retained by the ARCC among its permanent records.

In the event the ARCC fails to approve or disapprove an application within thirty (30) days after the complete application has been submitted to the ARCC, the ARCC shall be deemed to have approved the application in all respects.

The ARCC shall have the authority to promulgate regulations relating to all construction and landscaping for lots within Barefoot Bay. Such regulations may, without formal amendment



of this Deed of Restrictions, be created, amended, modified, altered or changed by a majority vote of the ARCC, provided, however, that notice of any such amendment, modification, alteration or change to the regulations shall be given in writing to the Recreation District as soon as practicable after adoption thereof by the ARCC. A copy of Guidelines for Use by the Architectural Review and Control Committee (ARCC Guidelines), any such amendment, modification, alteration or change to such a regulation shall be maintained online at the official Recreation District website as well as in the offices of the Recreation District and shall be made available on request to any interested party upon payment of a reasonable copying fee.

In the event that a dispute arises in the interpretation by the ARCC of any requirement of this Article or of the regulations provided for herein above, such dispute shall be resolved by a majority vote of the Recreation District, whose decision shall be final and binding.

### **Section 3. Architectural Design and Installation Requirements.**

A manufactured or modular home installed on any lot in Barefoot Bay shall meet the following design and installation requirements and shall be continuously maintained in compliance with such requirements.

(A) All such homes shall be installed at the Lot Owners expense, and such installation shall have the following features and conform to the following requirements:

1. A patio roof, including posts and fascia, fabricated of aluminum or other approved material.
2. A garage or a carport roof, including posts and fascia, fabricated of aluminum or other approved material.
3. A utility room, fabricated of aluminum or other approved materials. A utility room is a building designed to house common household tools and equipment, and for general storage. The base of the building is a concrete slab. It may be used for housing a washer, dryer, and automatic hot water heater. A utility building must be structurally attached by full roof to the modular coach (mobile home) or carport at eave level. A utility room shall conform to all specific dimensions as approved and recorded by the ARCC.
4. A patio slab made of poured concrete, brick pavers, or other approved material.
5. A covered concrete carport slab having a minimum unobstructed area (except for steps) of eleven (11) feet by eighteen (18) feet.
6. A concrete driveway extending from the carport slab to the curb of the adjacent street which driveway shall include a widened or flared area as it approaches the street. All driveways and parking areas shall be of poured and reinforced concrete material.

7. Skirting material sufficient to completely enclose the entire base of the home. The skirting may be stucco skirting, stone skirting, outdoor Hardi Board skirting, or other approved material.

8. Central water, sewer and electricity connected to the home.

9. Landscaping with appropriate plants, grass, shrubs and/or trees in compliance with regulations adopted by the ARCC.

10. No dock, wharf, landing, boathouse or other structure shall extend from any Lot over or on any lake, canal, waterway or drainage easement.

11. Each home shall be complete, set up on piers, shall be leveled, and shall have a running gear and tongue of the manufactured or modular home removed as appropriate to the style of home being installed.

12. Each manufactured or modular home shall be tied down in accordance with all applicable building codes and with such installation inspection as required by law.

13. No manufactured or modular home installed on any Lot shall be more than four (4) years old.

14. A final survey showing the location of the home shall be submitted to the ARCC.

15. A Lamp Post approved by the ARCC shall be installed in front of all Residences and maintained in operational condition. Said Lamp post shall be illuminated from dusk to dawn in accordance with ARCC Guidelines.

16. The address number of all Residences shall be affixed to the front of the carport or garage in such a manner as to be clearly visible and legible from the public or private way on which the home fronts. The numerals of the address number shall not be less than three (3) inches in height and one-half (1/2) inches in width.

(B) Manufactured or modular homes installed upon lots within Barefoot Bay shall be installed only by contractors who are duly licensed for such installations by appropriate governing authorities.

(C) All installation shall meet all the applicable construction codes of Brevard County and the State of Florida, and shall meet all requirements of the Article.

(D) No more than one manufactured or modular home shall be placed on each Lot within Barefoot Bay. Two or more sections of a manufactured or modular home may be joined to form a single dwelling unit.

(E) No manufactured or modular home installed on any Lot after July 1, 1999, shall be less than 20 feet in width and or less than 34 feet in length, including the hitch.

(F) All manufactured or modular homes place on any lot in Barefoot Bay shall have complete sanitary facilities including lavatory, wash basin, tub or shower and kitchen sink. All homes shall be connected to public sewer and a public water supply in conformity with all requirements of applicable government agencies.

#### **Section 4. Setbacks.**

The placement and installation of manufactured or modular homes on any lot in Barefoot Bay shall require the following set backs from Lot lines:

1. Corner Lots

Rear Setback - 7 1/2 feet

Side Setback from Adjacent lot - 7 1/2 feet

Setback from remaining side lot line and front lot line - 10 feet and 15 feet with the property owner having the choice as to which of the two setbacks shall be 10 feet and which of the two shall be 15 feet.

2. Interior Lots

Rear Setback - 7 1/2 feet

Side Setback - 7 1/2 feet

Front Setback - 10 feet

3. Measurement of setbacks shall not include air conditioners, walkways, reception antennas and steps where no vertical supports are used.

#### **Section 5. Fencing.**

(A.) Fencing shall not be permitted along any lot line where drainage canals or swales exist.

(B.) Where no drainage canals or swales exist along a lot line, permitted fencing shall be limited to chain link, powder coated or steel, vinyl pickett fencing, or other ARCC approved materials not exceeding four (4) feet in height.

#### **Section 6. Antennas and Satellite Dishes.**

(A) As used in this section, the following terms shall have the following meanings:

1. "**Reception Antenna**" shall mean any device used for receipt of audio or video programming services, including direct broadcast satellite services and radio and television broadcast services. A reception antenna which has transmission capability which is designed for the viewer to select or use video programming is a reception antenna within the meaning of this

definition, provided that it meets the standards of the Federal Communications Commission ("FCC") for radio frequency emissions. The support structure, cabling, guy wires, conduits, wiring and other accessories necessary for proper installation maintenance and use of a reception antenna shall be considered part of the antenna.

2. "*Transmitting Antenna*" shall mean any device used for the sending or transmission of audio or video signals.

(B) Installation of transmitting antennas on the exterior of residences within Barefoot Bay shall be prohibited on and after August 31, 1997. Any transmitting antenna located on residential property in the Recreation District on August 31, 1997, shall be permitted to remain in place and utilized by its Owner until such antenna is destroyed, removed, or damaged in an extent of more than 75 % of its value. Upon such destruction, removal, or damage, such antenna shall not be replaced or repaired.

(C) No reception antenna shall be installed on the exterior of any structure within Barefoot Bay unless and until written notice of such installation is submitted to the ARCC. The said written notice shall demonstrate that the proposed installation complies with all rules and regulations of the FCC and with these rules and regulations. Any such notice submitted by a tenant shall be accompanied by the written joinder and consent of the Lot Owner.

(D) All reception antennas installed within Barefoot Bay Recreation District shall meet the following requirements:

1. Direct broadcast satellite reception antennas shall not exceed forty inches in diameter.

2. Antennas shall be located in a place shielded from direct view from the street; provided however, that nothing in this rule shall be deemed to require that the installation be in a location from which an acceptable quality signal may not be received.

3. Antennas shall be installed solely on property owned by the Lot Owner submitting the notice described in paragraph (C) of this section, and no part of any antenna installation shall encroach upon common area of the Recreation District or on the property of any other Owner within Barefoot Bay.

4. No part of any antenna shall be located within seven and one-half (7 1/2) feet of the side lot line or rear lot line of any Lot; provided, however, that nothing in this rule shall be deemed to require that the installation be in a location from which an acceptable quality signal may not be received.

5. No antennas shall be installed in a location which is higher than is absolutely necessary for reception of an acceptable quality signal.

6. Antennas shall be installed and secured in a manner which complies with all applicable local and state laws and regulations and manufacturer's instructions.

7. Each antenna shall be secured such that it does not jeopardize the safety of any structure or the safety of any person.

(E) The Owner of reception antenna shall not permit the antenna to fall into disrepair or to become a safety hazard and the Owner shall be responsible for all maintenance and repair of the antenna.

(F) Each Owner of a reception antenna shall be responsible for all costs associated with the antenna, including, but not limited to:

1. The cost to repair, replace, maintain, move and remove the antenna.
2. The damages to common property, other Lots and any other property damage by the installation, maintenance or use of the antenna.
3. The costs of injury to any persons who may be injured as a result of the installation or use of the antenna.

#### **Section 7. Enforcement of Architectural Control Requirements.**

(A) The ARCC is to assist in the enforcement of the provisions of Article II of this Instrument. The ARCC shall advise and consult with a designated representative of the Recreation District with respect to apparent or alleged violations of the terms or conditions of Article II of this Instrument and as to the appropriate means to correct or remedy such violations. This subsection shall not be deemed to limit the right of the Recreation District to determine for itself whether such a violation exists and the appropriate remedy for any such violation.

(B) In the event that the Recreation District determines that there is a violation of the provisions of Article II of this Instrument on any Lot in Barefoot Bay, the Recreation District shall give written notice to the Owner and/or Occupant of such Lot in accordance with the process outlined in Article III, Section 13 of this instrument.

### **ARTICLE III RESTRICTIONS ON USE OF LOTS**

#### **Section 1. Residential Use.**

No structure other than a single story, single-family residential dwelling shall be erected, altered, placed or permitted to remain on any lot. Each lot is hereby restricted to residential use by the Owner or Owners thereof and their immediate families, guests, lessees and invitees. No commercial or business activity shall be permitted upon any lot unless the occupant thereof holds a home occupation license issued by Brevard County for such activity; provided, however, that all lot owners shall comply with the requirements of Section 8 of the article.

## **Section 2. Condition of Property.**

(A) The lawn and landscaped areas (including all trees, shrubs, and other vegetation) of each lot shall not be neglected and shall be regularly pruned and maintained at the expense of the Owner or Resident of such lot. The lawn and landscaped areas shall be maintained free from all underbrush, excessive overgrowth, all rubbish, and weeds and grass in excess of six inches in height. "Excessive overgrowth" shall mean any vegetation that is not regularly pruned in accordance with common care for such vegetation, or presents an inherent danger in either height, placement or as restricted in ARCC Guidelines. Dead vegetation on any lot is required to be promptly removed.

(B) The exterior of a home on any lot shall be maintained free of mildew, mold and dirt which is visible when the house is viewed from the street or from any adjacent lot.

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

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

## **Section 3. Parking of Vehicles.**

(A) No commercial vehicle, abandoned and/or inoperable vehicle, recreational vehicle, jet ski, boat, boat trailer, utility trailer, camper, motor home, camping trailer, truck camper, pick-up truck with camper top or any vehicle in excess of 25 feet in overall length as measured from the foremost projection thereof to the rearmost projection thereof, shall be parked on any lot, driveway, carport or common area within Barefoot Bay, except for (1) commercial vehicles

parked temporarily at a lot for the purpose of providing repair or other services to the occupant thereof, and (2) those vehicles described in subsection C of this section.

(B) All vehicles described in subsection (A) of this section shall be parked in vehicle storage areas provided by the Recreation District or in such other areas outside Barefoot Bay as may be located by the owner.

(C) 1. Notwithstanding any of the foregoing subparagraphs of this section, a recreation vehicle, boat, personal water craft, utility trailer, or boat mounted on a trailer may be parked in the driveway on a lot for purposes of cleaning, loading, unloading, and preventative maintenance between the hours of 7 a.m. and 10 p.m. only. An owner may request that a vehicle be allowed to remain on a lot beyond the timeframe provided herein if extenuating circumstances exist submitting a request to Recreation District Resident Relations in advance of said occurrence. No vehicle shall remain on a lot beyond the timeframe provide herein without obtaining approval from Recreation District Resident Relations in advance.

2. A commercial vehicle is defined for the purpose of this Document as any passenger and/or non-passenger vehicle designed, used, or maintained primarily for the conduct or operation of a commercial business. Only one pick-up truck, passenger van or cargo van used for commercial purposes, which is the sole means of transportation of the occupant of the lot, must be kept in a garage or fully parked under a carport with visual buffering as may be approved by ARCC. A vehicle may not have signage, equipment, or materials visible when parked.

(D) Motor vehicles parked at or on a Lot shall be parked only on the concrete driveway or concrete parking area serving on such Lot. No vehicle shall be parked on any lawn, grass or landscaped area of a Lot.

(E) Kayaks and canoes may be properly stored and secured at the rear of any residence.

#### **Section 4. Pets.**

(A) Property Owners and their lessees, tenants, guests and invitees shall be responsible for the control of any pets owned by them while such pets are within Barefoot Bay. All pets shall be on a leash (maximum of six feet in length) while being walked or exercised within Barefoot Bay outside the confines of the Owner's residence or completely enclosed fenced areas of a residential lot. The Owner of any pet shall be responsible for the immediate removal and proper disposal in accordance with any local, state or federal law of any bodily waste deposited by a pet on any property within Barefoot Bay.

(B) Animals, livestock, or poultry of any kind shall not be raised, bred, or kept on any lot, except that two (2) dogs or two (2) cats or one (1) dog or one (1) cat or other small domesticated household pets which are kept inside the home provided they are not boarded, stabled, kenneled, or bred for commercial purposes. Swine, fowl, and livestock (cows, horses, sheep, goats, etc.) shall not be kept on any lot in Barefoot Bay. No feral cat colony shall be maintained on any lot in Barefoot Bay.



(C) No dog houses, kennels or animal cages of any kind shall be allowed outside of any home on any Lot within Barefoot Bay.

(D) No Dangerous Dogs, as classified by the Brevard County Animal Services and Enforcement, pursuant to Sec. 14-49, Code of Ordinances of Brevard County, Florida, or as such section may be amended, shall be allowed to be maintained on any lot in Barefoot Bay.

(E) No person shall knowingly keep or harbor any animal which is known to attack or harm any person or pet while walking or riding on streets or lots within Barefoot Bay.

#### **Section 5. Nuisance.**

No nuisance shall be allowed upon any Lot, nor shall the occupant of any Lot be permitted to conduct or engage in any activity which interferes with the peaceful possession and proper use of neighboring property by the Owners thereof. No person shall make unlawful use of any Lot within Barefoot Bay, and the occupants of all Lots shall comply with all valid laws, zoning ordinances and regulations of Brevard County and the State of Florida.

#### **Section 6. Signs.**

(A) Not more than one sign having a maximum area of 6 square feet may be used to advertise a Lot "for sale" or "for rent," to advertise a contractor working on the property, or to express political views or support. Any such sign shall be made of wood, plastic, or metal and shall be maintained in good repair, free of faded or peeling paint or other material. Such signs shall be removed within two (2) weeks after the event.

(B) Not more than one sign advertising a "*Garage Sale*" or "*Yard Sale*" shall be located on any Lot. All such signs shall comply with the codes of Brevard County.

(C) Signs displayed in front of or attached to the home having a maximum area of one (1) square foot indicating Brevard County Security Inspection and/or signs provided by the vendor of a home security system shall be allowed. Such signs shall not fall within the limitation set forth in Article III, Section 6 (A).

(D) Except as provided in subsections (A), (B), and (C) of this section, no sign of any kind shall be displayed on any residential Lot in Barefoot Bay.

(E) All signs on commercial property within Barefoot Bay shall comply with all applicable ordinances and regulations of Brevard County.

(F) The Recreation District shall have the right to erect signs within Barefoot Bay for the purposes of identifying the Barefoot Bay development or providing directions to or identifying properties owned by the Recreation District.

### **Section 7. Vehicle Repairs.**

No major repair or overhaul of any motorized vehicle shall be performed on any Lot, roadway, driveway or common area within Barefoot Bay. Minor repairs requiring less than eight hours of work and washing or polishing of any vehicle is permitted at a residence.

### **Section 8. Commercial Work and Storage of Materials Outside of Dwelling Units.**

No commercial work or storage of work materials or work equipment shall be permitted on any Lot outside of a dwelling unit. Additionally, no work material or work equipment shall be stored in public view in, on or upon any vehicle parked on any Lot.

### **Section 9. Clotheslines.**

Clotheslines and any outdoor drying apparatus are permitted on lots within Barefoot Bay. Any such clothesline or drying apparatus must be placed to the rear of the residence and must be folded or removed overnight. Clotheslines may not be located within carports.

### **Section 10. Condition of Skirting Material on Home.**

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

### **Section 11. Maintenance of Exterior of Homes.**

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

### **Section 12. Motorized Boats.**

Except for craft utilized for maintenance purposes by or on behalf of the Recreation District, no motorized boats shall be operated or otherwise used on any of the lakes, canals or other waterways within Barefoot Bay.

### **Section 13. Temporary Portable or Free-standing Structures.**

Temporary, portable, or freestanding structures that are installed for longer than 48 hours are prohibited unless an application is completed, submitted to, and approved by the ARCC.

#### **Section 14. Enforcement of Deed of Restrictions.**

(A) Violations Committee to assist in the enforcement of the provisions of this Instrument. The Violations Committee shall advise and consult with a designated representative of the Recreation District with respect to apparent or alleged violations of the terms or conditions of this Instrument. The Violations Committee shall bring apparent or alleged violations to the attention of the Recreation District and shall consult with the Recreation District's designated representative as to the appropriate means to correct or remedy such violations. The Violations Committee is authorized to impose administrative fines on behalf of the Board of Trustees to enforce compliance with this Instrument to the extent that such administrative fines are authorized by the Florida Legislature. This subsection shall not be deemed to limit the right of the Recreation District to determine for itself whether such a violation exists and the appropriate remedy for any such violation.

(B) **Notice of Violation.** Statement of Violation and Notice of Hearing. In the event that the Recreation District determines that there is a violation of the provisions of this Instrument on any Lot in Barefoot Bay, the Recreation District shall give a Statement of Violation and a Notice of Hearing to the Owner or Occupant of such Lot specifying the nature of such violation and giving the Lot Owner or Occupant a reasonable time, as determined by Recreation District management and pursuant to current written Recreation District policy, to cure or correct such violation. Such Statement of Violation and Notice of Hearing shall be deemed to be sufficient if it is (1) delivered personally to the occupant of the Lot or the record Owner of the Lot as shown on the Brevard County Tax Rolls, (2) mailed by certified U.S. Mail, return receipt requested, to the Occupant of the Lot at the address on which the violation exists, or (3) mailed by certified U.S. Mail, return receipt requested, to the address of the Owner as shown on the Brevard County Tax Rolls.

(C) **Penalties.** In the event that the Recreation District determines that the Owner or Occupant of the Lot to whom such notice of violation has been given has not corrected the violation within the time set forth in the notice, the Recreation District may, in its discretion, consider the issue of such violation at a regular meeting of the Board of Trustees of the Recreation District. If the Board of Trustees concurs that legal action is necessary to cause the alleged violation to be corrected, the Recreation District shall thereafter have the authority to bring an action for injunctive or other appropriate relief in a Court of competent jurisdiction in Brevard County, Florida. If the Recreation District brings such legal action to enforce the provisions of this Instrument, the Recreation District shall be entitled to an award of attorney's fees and court costs incident to such action.

### **ARTICLE IV FACILITIES OF RECREATION DISTRICT**

#### **Section 1. Ownership.**

The Recreation District by and for the benefit of the property owners of Barefoot Bay shall be the Owner of all common areas and recreational facilities within Barefoot Bay. The Recreation District shall have the right to operate and maintain such facilities for the benefit of

the Owners as provided in Section 418.30, et seq., Florida Statutes and Brevard County Ordinance No. 84-5.

### **Section 2. Rules and Regulations.**

The Recreation District shall have the power to adopt the rules and regulations regarding the use of any facilities owned by it.

### **Section 3. Social Membership Fee.**

Each Lot Owner shall, upon the genuine sale of the property to a new owner, pay to the Recreation District a social membership fee. The membership fee at the time of recording of this Amended and Restated Deed of Restrictions is \$750.00 plus sales tax per Lot, but such fee may be increased from time to time as may be determined by the Board of Trustees of the Recreation District.

The Social Membership Fee shall be a one time charge, upon the genuine sale of the property to a new owner, which is non-refundable and non-transferable from a Lot Owner to any other party. Such fee shall entitle the Lot Owner to use of the common facilities of the Recreation District, except the Golf Course, subject to the Rules and Regulations adopted by the Recreation District for the use of its facilities. No Lot Owner shall be excused from payment of the Social Membership Fee by reason of (I) non-use of the facilities, (II) non-residency in Barefoot Bay, or (III) by virtue of ownership of more than one Lot.

The Lot Owner's obligation for the Social Membership Fee accrues upon the genuine sale of a Lot in Barefoot Bay to such Owner, and the Recreation District shall have a lien upon such Lot for the Social Membership Fee until payment of the fee is made. If the Social Membership Fee remains unpaid more than thirty (30) days next after an owner takes title to a Lot in Barefoot Bay, the Recreation District's lien shall be subject to foreclosure in a court of competent jurisdiction in Brevard County, Florida. In any such legal action, the Recreation District shall be entitled to the award of all court costs and reasonable Attorney's Fee.

Notwithstanding the above, a paid Social Membership Fee may be refunded upon the following conditions:

1. A Lot Owner furnishes evidence that a Social Membership Fee was paid on a previously owned Lot that formerly served as the primary residence of the Lot Owner; and
2. The previously owned Lot has been sold by the Lot Owner no greater than eighteen (18) months prior to the application for a refund.
3. A Social Membership fee was charged and paid on a newly purchased Lot; and
4. A newly purchased Lot has been established as the primary residence of the Lot Owner; and

5. Application for a refund of the newly charged Social Membership Fee is made within eighteen (18) months of the purchase of the new lot.

#### **Section 4. Recreation District Assessment and/or Maintenance Fee.**

All Lot Owners of record within Barefoot Bay shall pay to the Recreation District the District's Recreation District Assessment levied in accordance with Section 418.30, et seq., Florida Statutes and the Recreation District's Maintenance Fee, charged in accordance with the Prior Restrictions and the Recreation District's Assignment recorded at Official Records Book 3633, Page 0938, of the Public Records of Brevard County, Florida. Such fee and/or assessment fee may be levied as a monthly or annual charge for the acquisition, maintenance and operation of the Recreation District's facilities. No Lot Owner shall be excused from payment of such fees or charges by reason of non-use of the Recreation District's facilities or any portion thereof.

#### **Section 5. Use of Golf Course.**

None of the charges described previously in this Article shall be construed to entitle any Lot Owner or any other person to use the Golf Course within Barefoot Bay without payment of such additional Green Fees or Golf Fees as may, from time to time, be established by the Recreation District.

### **ARTICLE V GENERAL PROVISIONS**

#### **Section 1. Easements.**

The easements and rights of way set forth on the recorded plats of Barefoot Bay for public utilities are reserved for the creation, construction and maintenance of utilities such as gas, water, telephone, telegraph, electricity, sewers, television cables, storm drains, and other functions which are necessary or expedient for public health and welfare. Along curved blocks, overhead utility lines are permitted beyond the front and rear easements to the extent necessary to service all Lots in such blocks. Overhead service wires are permitted across the corner of rear yards where side Lot lines do not join in the rear at a common corner.

#### **Section 2. Severability.**

The provisions of this Amended and Restated Deed of Restrictions are severable, and the invalidation of any one provision by a court of competent jurisdiction shall not invalidate any other provision hereof. Any provision not affected by such judgment shall remain in full force and effect.

#### **Section 3. Duration of Covenants.**

The covenants set forth in this Amended and Restated Deed of Restrictions shall run with the land and shall be binding on all parties or persons holding title to Lots in Barefoot Bay for a period of fifteen (15) years from the date of recording of this instrument. After such period, the

provisions set forth in this instrument shall be extended automatically for successive periods of ten (10) years each.

#### **Section 4. Amendments.**

Amendments to this instrument may be initiated by a Lot Owner, the Recreation District, or the Association. Any amendment shall become effective only upon approval by a majority of votes cast on any individual proposed amendment, provided however that the amendment affecting any of the rights or responsibilities of either the Association or the Recreation District shall have the concurring vote of the Executive Board of the Association, and/or the concurring vote of the Board of Trustees of the Recreation District, as applicable. In voting with respect to any proposed amendment of this instrument, the Owners of each Lot shall be entitled to one vote, and multiple Owners of any given Lot shall designate which of the Owners shall be entitled to vote on any such proposal.

#### **Section 5. Availability of Documents.**

All documents referenced in the Amended and Restated Deed of Restrictions are available online at the official website of the Barefoot Bay Recreation District or at District Administrative offices upon payment of a reasonable copying fee consistent with the Recreation Districts's Public Record Request Policy.

#### **Section 6. Correction of Spelling/Grammatical Errors.**

The correction of spelling/grammatical errors in the Amended and Restated Deed of Restrictions may be made without requiring a vote of Lot owners.

### **ARTICLE VI PRIOR DEED OF RESTRICTIONS SUPERSEDED**

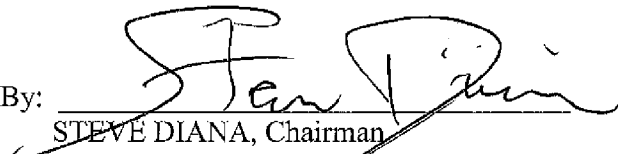
This Amended and Restated Deed of Restrictions supersedes and replaces the Prior Restrictions cited in the preamble of this instrument; provided, however, that nothing herein shall affect the rights of the Recreation District to collect assessments and/or maintenance fees under the prior Deed of Restrictions and the Assignment of Right recorded at Official Records Book 3633, Page 0938, of the Public Records of Brevard County, Florida.

### **ARTICLE VII CERTIFICATE OF APPROVAL**

The undersigned Chairman and Secretary of the Recreation District certify that this Amended and Restated Deed of Restrictions has been approved and adopted in accordance with Section 4 of Article V of these Restrictions.

IN WITNESS WHEREOF, the undersigned officers of the Barefoot Bay Recreation District Board of Trustees have hereunto set their hands and seal this 13<sup>th</sup> day of October, 2017.

BAREFOOT BAY RECREATION DISTRICT

By:   
STEVE DIANA, Chairman

Attest:  
By:   
JOSEPH KLESKY, Secretary





Guidelines for use by  
**THE ARCHITECTURAL REVIEW & CONTROL COMMITTEE**

**NOVEMBER 2020**

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These guidelines will be used in reviewing and approving application for construction or alterations in Barefoot Bay Recreation District. In addition, all structures must meet any applicable requirements of the Code of Ordinances of Brevard County, FL. Architectural Review & Control Committee ("ARCC") applications are required for the following:

All new and used homes placed on any lot within the subdivision.

1. All additions to any property.
2. All property renovations to existing structures except:
  - a. Awnings for windows.
  - b. Replacement of A/C pads.
  - c. Minor repairs without modification to existing construction, not exceeding \$500.
3. Replacement of A/C units.

Note: These guidelines are to be used for Barefoot Bay ARCC. It is the responsibility of the lot owner to contact Brevard County for their permitting requirements.

## **ARCHITECTURAL REVIEW & CONTROL**

### **DOR Article II, Section 1. Architectural Review & Control Committee.**

An Architectural Review & Control Committee shall be established to enforce the provisions of this article. The ARCC shall consist of five (5) members, who shall be appointed as follows:

A. The Board of Trustees of the Recreation District shall appoint a Member of the Board of Trustees to serve as Liaison to the ARCC.

B. Five Voting member of the ARCC shall be appointed as follows: Two (2) by the Board of Trustees and three (3) by the Association, all of whom shall be Lot owners.

C. Two (2) alternates shall be appointed, each to a three (3) year term as follows: One (1) by the Board of Trustees and one (1) by the Association, who shall both be Lot owners. Alternates shall only be permitted to vote when needed to establish a quorum as provided in the ARCC rules and procedures. If needed, the Chairman of the ARCC shall designate which alternate shall vote on any item.

D. The Community Manager shall assign a Recreation District employee to serve as support staff responsible for the recording of notes and drafting of minutes. The Resident Relations Department shall retain original copies of all minutes and handouts from the meetings and shall publish an agenda seven (7) days prior to each meeting.

E. ARCC Members will be appointed by the Board of Trustees as follows: one (1) member appointed by the Association for one (1) year term; one (1) member appointed by the Board of Trustees and one (1) member appointed by the Association, each for a two year (2) term; and one (1) member appointed by the Board of Trustees and one (1) member appointed by the Association, each for a three (3) term. At the expiration of the initial terms, new members will be appointed for terms of three (3) years each. If a member resigns or otherwise vacates his/her seat before the expiration of his/her term, a new member will be appointed to fill the open seat and serve the balance of the unexpired term.

F. Quorum and Conduct of Business

1. In order to conduct the business of the committee, a quorum must be present. A quorum will exist when a simple majority of three (3) voting members are present. A simple majority of those present is needed to take action on any item.

2. The ARCC shall hold an organizational meeting each year as soon after January 1 as is practicable. The ARCC shall select a Chairman and a Vice-Chairman from among its membership at the organizational meeting. The Vice-Chairman will chair the meeting when the Chairman is absent.

3. Each Member of the Committee shall have one (1) vote on each permit application.

4. The ARCC may also adopt such rules and procedures as it may deem to be appropriate for the conduct of its business; provided, however, that such rules may not be inconsistent with the provision of this article.

### **DOR Article II, Section 2. Requirements for approvals by ARCC**

No building or other structure shall be erected or placed on any Lot, nor shall the exterior of any such building or structure or the driveways or parking areas serving such building or structure be altered in any way unless and until two sets of the complete building plans, two sets of complete specifications and two copies of a plot plan have been submitted to the ARCC and approved by it in writing. An application for such approval shall demonstrate to the satisfaction of the ARCC that:

1. The said building or other structure complies in all respects with the Provisions of this instrument; and

2. The said building or other structure is in conformity and harmony with such written rules as may from time to time be adopted by the ARCC.

The ARCC's approval of the said plan specifications and plot plans shall be evidenced by the signature of its Chairman or Vice-Chairman on the plans, specifications and plot plans submitted by an applicant. One set of approved plan shall be returned to the applicant and the other shall be retained by the ARCC among its permanent records.

In the event the ARCC fails to approve or disapprove an application within thirty (30) days after the complete application has been submitted to the ARCC, the ARCC shall be deemed to have approved the application in all respects.

The ARCC shall have the authority to promulgate regulations relating to all construction and landscaping for lots within Barefoot Bay. Such regulations may, without formal amendment of this Deed of Restrictions, be created, amended, modified, altered or changed by a majority vote of the ARCC, provided, however, that notice of any such amendment, modification, alteration or change to the regulations shall be given in writing to the Recreation District as soon as practicable after adoption thereof by the ARCC. A copy of any such amendment, modification, alteration or change to such a regulation shall be maintained in the offices of the Recreation District and shall be made available on request to any interested party upon payment of a reasonable copying fee.

In the event that a dispute arises in the interpretation by the ARCC of any requirement of Article II of the DOR or of the regulations provided for herein above, such dispute shall be resolved by a majority vote of the Recreation District, whose decision shall be final and binding.

When an application for repairs or construction is denied, the applicants have an opportunity to appeal to the Architectural Review Control Committee once and will be given a chance to modify or revise the type of repairs or construction proposed to comply with the Deed of Restrictions Architectural

Review Control Committee guidelines. It is the resident's responsibility to notify the Architectural Review Control Committee of Intent to Appeal. In the event that a dispute arises in the interpretation by the ARCC of any requirements of Article II of the DOR or of the regulations provided for herein after, such dispute shall be resolved by a majority vote of the Recreation District, whose decision shall be final and binding.

**DOR Article II, Section 3. Architectural Design and Installation Requirements.**

A manufactured or modular home installed on any lot in Barefoot Bay shall meet the following design and installation requirements and shall be continuously maintained in compliance with such requirements.

A. All such homes shall be installed at the Lot Owners expense, and such installation shall have the following features and conform to the following requirements:

1. A patio roof, including posts and fascia, fabricated of aluminum or other approved material. Minimum requirement – Sixty (60) square feet.
2. A garage or a carport roof, including posts and fascia, fabricated of aluminum or other approved material.
3. A utility room, fabricated of aluminum or other approved materials. A utility room is a building designed to house common household tools and equipment, and for general storage. The base of the building is a concrete slab. It may be used for housing a washer, dryer and automatic hot water heater. A utility building must be structurally attached by full roof to the modular coach (mobile home) or carport at eave level. A utility room shall conform to all specific dimensions as approved and recorded by the ARCC.
4. A patio slab made of poured concrete, brick pavers, or other approved material. Minimum requirement – Sixty (60) square feet.
5. A covered concrete carport slab having a minimum unobstructed area (except for steps) of eleven (11) feet by eighteen (18) feet.
6. A concrete driveway extending from the carport slab to the curb of the adjacent street which driveway shall include a widened or flared area as it approaches the street. All driveways and parking areas shall be of poured and reinforced concrete material.
7. Skirting material sufficient to completely enclose the entire base of the home. The skirting may be stucco skirting, stone skirting, outdoor Hardie Board skirting, or other approved material.
8. Central water, sewer and electricity connected to the home.
9. Landscaping with appropriate plants, grass, shrubs and/or trees in compliance with regulations adopted by the ARCC.
10. No dock, wharf, landing, boathouse or other structure shall extend from any Lot over or on any lake, canal, and water way or drainage easement.
11. Each home shall be complete, set up on piers, shall be leveled, and shall have a running gear and tongue of the manufactured or modular home removed as appropriate to the style of home being installed..
12. Each manufactured or modular home shall be tied down in accordance with all applicable building codes and with such installation inspection as required by law.
13. No manufactured or modular home installed on any Lot shall be more than four (4) years old.
14. A final survey showing the location of the home shall be submitted to the ARCC.

15. A Lamp Post approved by the ARCC shall be installed in front of all Residences and maintained in operational condition. Said Lamp post shall be illuminated from dusk to dawn during any time that the residence is occupied.
  16. The address number of all Residences shall be affixed to the front of the carport or garage in such a manner as to be clearly visible and legible from the public or private way on which the home fronts. The numerals of the address number shall not be less than three (3) inches in height and one-half (1/2) inches in width.
  17. A utility building (Minimum size 48 square feet)
- 
- B. Manufactured or modular homes installed upon lots within Barefoot Bay shall be installed only by contractors who are duly licensed for such installations by appropriate governing authorities.
  - C. All installation shall meet all the applicable construction codes of Brevard County and the State of Florida, and shall meet all requirements of Article II of the DOR.
  - D. The length of time to complete construction on Architectural Review Control Committee permits shall be four (4) months.
  - E. No more than one manufactured or modular home shall be placed on each Lot within Barefoot Bay. Two or more sections of a manufactured or modular home may be joined to form a single dwelling unit.
  - F. No manufactured or modular home installed on any Lot after July 1, 1999, shall be less than 20 feet in width and or less than 34 feet in length, including the hitch.
  - G. All manufactured or modular homes placed on any lot in Barefoot Bay shall have complete sanitary facilities including lavatory, wash basin, tub or shower and kitchen sink. All homes shall be connected to public sewer and a public water supply in conformity with all requirements of applicable government agencies.
  - H. Prior to sodding, provisions shall be made for property line drainage swales. Said swales shall be designed to carry run-off water from rear and sides of the home to the front curb-gutter.

#### **DOR Article II, Section 4. Setbacks**

The placement and installation of manufactured or modular homes on any lot in Barefoot Bay shall require the following setbacks from Lot lines:

**1. Corner Lots**

Rear Setback - 7 ½ feet

Side Setback from Adjacent lot- 7 ½ feet

Setback from remaining side lot line and front lot line - 10 feet and 15 feet with the property owner having the choice as to which of the two setbacks shall be 10 feet and which of the two shall be 15 feet.

**2. Interior Lots**

Rear Setback - 7 ½ feet

Side Setback - 7 ½ feet

Front Setback - 10 feet

**Measurement of setbacks shall not include** air conditioners, walkways, reception antennas and steps where no vertical supports are used. Vertical supports are posts supporting a roof. The maximum width of walkways in a setback is 36".

#### **Specification, Definitions and Approved Materials**



## GENERAL NOTIFICATION AND PROVISIONS:<sup>i</sup>

THE PROPERTY OWNER IS RESPONSIBLE FOR COMPLIANCE WITH ALL REGULATIONS STATED IN THE “AMENDED AND RESTATED DEED OF RESTRICTIONS FOR BAREFOOT BAY” OR OTHERWISE STATED IN THE ARCC GUIDELINES.

Any homeowner that starts work without an approved ARCC permit will be issued a “Stop Work Order.”

Addition to principal structure:

1. In no event shall the principal structure be expanded in any manner that changes the structure of the base unit, except when the expansion is constructed in an authorized factory according to the federal mobile home construction and safety standards promulgated by the U.S. Department of Housing and Urban Development and are approved by the Federal Department of Community Affairs.
2. Additions are further limited as follows: No addition or combination of additions and accessory structures shall exceed 50 percent of the square footage of the doublewide mobile home, or 100 percent of the singlewide mobile home. The square footage attributed to the carport or garage will be included in these percentage limitations.

**Lots:** Lots shall mean any lot of record appearing on any of the recorded plats of Barefoot Bay enumerated in the recitals of the Amended and Restated Deed of Restrictions for Barefoot Bay.

If any manufactured or modular home has been placed on two adjacent platted lots in a manner such that the home is located across the platted boundary between such platted lots, the two platted lots shall be treated as a single lot for purposes of the Amended and Restated Deed of Restrictions for Barefoot Bay.

The ARCC interprets the word “home” to mean the principal structure exclusive of any additions or accessory structures. For the purposes of compliance with these ARCC guidelines, any Lot in Barefoot Bay previously deemed to be a single Lot on prior assessment rolls of Barefoot Bay Recreation District based on any addition or accessory structure(s) located across a platted boundary shall be deemed “grandfathered” as a single Lot until such addition or accessory structure is removed.

### Air Conditioning Units Specification

1. All central A/C Units on Barefoot Bay residential lots are required to be placed on an A/C pad, constructed of concrete or other approved material or integrated into the home,<sup>ii</sup> specifically, ground level concrete material unless specific property is in a flood zoned area designated by Brevard County and the National Flood Insurance Program of the Federal Emergency Management Agency.
2. Window or wall A/C units must be supported by structure of the home. Ground bracing is prohibited.<sup>iii</sup>

### Carport and Driveway

**Definition** of a carport – A shelter for an automobile attached to the mobile home. It consists of a concrete slab base and an aluminum/shingle roof with support posts and fascia. A fully enclosed carport (garage) may be permitted in place of an open carport. The garage door opening must be at least 8' wide.

A concrete carport slab having a minimum unobstructed area (except for steps) of eleven (11) feet by eighteen (18) feet, with aluminum fabricated, wood or shingle roof, or a combination thereof, including posts and fascia.

The minimum unobstructed car parking space on carport slab, between side steps and post, is 8 feet 4 inches. An enclosed carport may be permitted in place of an open carport, but not for the purpose of storing an R.V., which would not otherwise be permitted. Exceptions that may develop on difficult lots will be reviewed on an individual basis

### **Approved materials**

**Carport-** Framework constructed of aluminum, concrete block, or wood. (All wood including post & poles must be covered with aluminum, vinyl or paint to match home.)

**Driveway-** A concrete driveway extending from the carport slab to the curb of the adjacent street which driveway shall include a widened or flared area as it approaches the street. All driveways and parking areas shall be of poured and reinforced concrete material. Concrete reinforced pavers set in concrete mix are allowed.

### **Fencing<sup>iv</sup>**

Fence definition: Chain link or vinyl picket barrier either completely enclosing or partially enclosing any area of space on any lot where such barrier does not meet the definition of a privacy landscaping screen or wall. The fence shall not surpass the front of the enclosed home structure.

Picket fence definition: <sup>v</sup>A picket fence is a type of vinyl fence that has evenly spaced vertical boards made of vinyl material. Each picket is attached to horizontal rails. The space between each picket must be at least the width of the picket.

Fencing shall not be permitted along any lot line where drainage canals or swales exist. Where no drainage canals or swales exist along a lot line, fencing shall be limited to chain link or vinyl picket fencing not exceeding four (4) feet in height, which may be coated with colored vinyl.

Meter pedestals may not be enclosed, and fences must be set back a minimum of one foot to allow emergency access to pedestal.

Article II, Section 5 of the DOR<sup>vi</sup> permits only chain link and vinyl picket fencing. Article II, Section 5 of the DOR does not permit privacy stockade fences (a fence of closely fitted vertical boards) regardless of material.

No covering may be installed on fences. Privacy slats may be installed in chain link fences, however, the slats must be uniformly installed, cleaned, and maintained<sup>vii</sup> and may not extend beyond the top of the fence.

All fenced in properties must have at least one 4' gate minimum.<sup>viii</sup>

### **Generators and Propane tanks**

Emergency generators, propane tanks, and other liquid type fuel tanks<sup>ix</sup> are approved subject to concealing them with approved landscaping, 4 ft. high vinyl walls, 6 ft. vinyl lattice walls or

underground. A permit from Brevard County must be submitted with the ARCC application for a generator or propane tank.<sup>x</sup>

### **Gutters**

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Gutters are not a DOR requirement, however, where gutters are used; the downspout shall not be directed to affect the abutting property.

### **Rain Barrels<sup>xi</sup>**

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A Rain Barrel is defined as a container that collects water from the downspouts and cannot exceed 50 gallons. The container must be of approved material by the ARCC.

### **Lamppost**

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**Location:** the lamppost should be located between the front of the house and the front property line, near the front lawn side of the driveway. The lamppost must be on the owner's property and not in the front right-of way. Lamppost must be illuminated from dusk to dawn.

**Height:** The standard lamppost comes approximately 6 ft. 6 in. long. The standard depth to bury the post is 1 ½ ft. to 2 ft. deep, leaving approximately 5 ft. of lamppost above ground.

**Wattage:** The minimum wattage for a florescent bulb is 20. The minimum wattage for an incandescent style bulb is 40. A substitute bulb type may be used, provided it provides documented light output equal to or greater than a 40-watt incandescent bulb. This included, but is not limited to, LED, solar and halogen.

**Illumination of Bulb:** The color of the bulb must be white, clear, or yellow, and must not be impeded by any landscaping or material.<sup>xii</sup>

**Color of Lamppost:** The color of the lamppost must be black or white unless other color approved by ARCC.

Electric eye sensor lights are approved.

**Style:** Any style lamppost that matches the décor of the home. Multiple bulb style posts are approved.

### **Landscaping & Privacy Materials**

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Landscaping with appropriate plants, grass, shrubs and/or trees in compliance with regulations adopted by the ARCC. Landscaping in accordance with the Brevard County Landscape Ordinance.

Prior to sodding, provisions shall be made for property line drainage swales. Said swales shall be designed to carry run-off water from rear and sides of the home to the front curb-gutter.<sup>xiii</sup>

Plantings and trees shall not encroach neighbor's property. In the event encroachment occurs, it is the encroaching property owner's responsibility to correct it.<sup>xiv</sup>

All invasive plants or prohibited plants<sup>xv</sup>, including but not limited to, pepper trees, Australian pines, and bamboo, are banned from Barefoot Bay. All existing invasive and prohibited<sup>xvi</sup> plants must be removed by January 1, 2022.<sup>xvii</sup>

AN INVASIVE S OR PROHIBITED PLANT LISTING CAN BE FOUND IN THE BREVARD COUNTY ORDINANCES (Article II, section 114-26 titled undesirable plants found in Brevard County Ordinances AND Florida Department of Agriculture listed under Invasive Non-Native Plants)

**Palm Trees** – Palm trees must be pruned to remove dead fronds. The requirement is stated to: Remove potential fire hazards, especially near buildings or homes; increase visibility and safety near driveways, sidewalks, and cross streets. The requirement is to prevent damage to buildings, property or persons during periods of high winds.<sup>xviii</sup>

**Tree Removal** – Any tree removed for safety or other reasons must be removed to below ground level. If the tree is on a property line, the owner must obtain written approval from all parties concerned. (NOTE: See Fla. Stat. §Section 163.045).<sup>xix</sup>

Raised Garden Beds adjoining the home are permitted up to 3 feet wide. Freestanding raised garden beds, up to 30" high, with a cumulative total of no more than 48 square feet, are permitted. Requests for exceptions must be submitted to ARCC.<sup>xx</sup>

All lawn decorations, statues, planters, and the like shall be ecstatically harmonious with the community.<sup>xxi</sup>

**Privacy landscaping materials** are defined as an opaque roll down screen, vinyl lattice or vinyl spaced picket barrier, which is around decks, carports, or patios. Such materials may not exceed six (6) feet in height. No cumulative total of feet for all privacy screening barriers on any one property may exceed thirty two (32) feet.<sup>xxii</sup> Said barrier or opaque screen shall comply with the provisions of Sec. 62-2109 Code of Ordinances of Brevard County, Florida.

Exception-vinyl barriers used for privacy ~~along~~ attached to<sup>xxiii</sup> the carport may be up to eight feet in height, however, the length of the privacy panels in the carport will be included in the cumulative total of 32 foot. ARCC permits are required for all privacy landscape material.

Any privacy landscaping materials on any lot for which a previously approved ARCC permit has been issued that do not meet the requirements of these guidelines shall be deemed "grandfathered" for as long as such privacy landscaping materials remain in place. Upon removal of the grandfathered privacy landscaping materials, such grandfathered status shall be lost."

## **Porch (Patio) and Decks**

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### **Definition of Porch (Patio)**

A porch (patio) is a covered area structurally attached to the outside of the mobile home. The porch (patio) floor is a concrete slab. The minimum size for a patio roof and patio slab is 60 square feet.<sup>xxiv</sup>

The following are recognized types:

1. Unscreened
  - Concrete slab at ground level.
  - Concrete slab raised above ground level
2. Screened
  - Concrete slab at ground level.
  - Concrete slab raised above ground level
3. Weather Protected (on concrete slab-ground or raised level)
  - Enclosed with fixed or movable glass windows/enclosure panels.

Enclosed with fixed or movable vinyl windows/enclosure panels.

A weather-protected porch (patio) is considered a **Florida room**.

An unscreened porch at ground level is considered a **cabana**.

### **Approved Materials for porch (Patio)**

Siding that blends in architecturally with the rest of the home.

A patio roof, including posts and fascia is constructed out of aluminum, vinyl, or wood. All wood including post and poles must be covered with aluminum or vinyl or it may be painted, providing the paint is aesthetically compatible with or blending in architecturally with the rest of the home and the other homes in Barefoot Bay.

A patio slab is made of poured concrete, brick pavers, or other approved material. Patio Deck Board and patio blocks are an approved material as it is aesthetically compatible with or blends in architecturally with the rest of the home and the other homes in the bay.

### **Decks**

Decks are an optional addition not requiring a roof. Decks must be abutting the home and must have matching handrails and steps. All open decks must be skirted with lattice or other ARCC approved materials. They must be constructed out of pressure-treated wood, composite deck board, poured concrete or other approved material. Steps from the deck must land on a concrete pad. All decks must be a minimum of 8' x 8'.<sup>xxv</sup>

All decks higher than 30" above grade must have a guardrail around the deck.<sup>xxvi</sup> The requirements for the guardrails are they need to be at least 36" in height measured from the deck surface to the top of the rail.

### **Roof**

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Approved roofing materials are shingle, metal, vinyl, foam, and membrane.

### **Skirting Material for the Home**

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**Definition of Skirting material-** material that is sufficient to enclose the entire base of the home. It is constructed of stucco, stone, stucco finished concrete block, outdoor Hardie Board skirting or other ARCC approved material.<sup>xxvii</sup> (Hardie Board bolts & seams have to be concealed with Stucco type finish) Wood framing is not allowed. Vinyl skirting is not allowed.

### **Siding Materials**

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Approved siding materials for manufactured/modular homes, garages, and accessory buildings are stucco, vinyl, aluminum, coated engineered wood panel<sup>xxviii</sup>, hardie board lap siding or other approved material.

### **Steps & Handicap Ramps**

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Entrance steps to the home<sup>xxix</sup> must be constructed of concrete.

Steps to the home with a deck must be constructed of concrete, pressure treated wood, fiberglass or other ARCC approved material. Steps must land on concrete pad.<sup>xxx</sup>

Handicap ramps must be constructed of suitable building material and maintained in good condition. Ramps reducing the required space in a carport must be removed when no longer needed<sup>xxxix</sup> or when the home is sold.<sup>xxxix</sup>

### **Temporary Portable or Free-Standing Structures.** <sup>xxxiii</sup>

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The DOR requires that all temporary, portable, or freestanding structures installed for longer than 48 hours require an approved ARCC permit. ARCC requires all temporary, portable freestanding structures, including playgrounds, must be placed in the back yard and anchored. They must meet all state of Florida and Brevard County building codes.

Above ground pools must be completely enclosed by a fence and/or secured with a locking ladder for safety reasons to prevent access to the pool. An in ground pool must be completely fenced in to prevent access into the pool when not in use.<sup>xxxiv</sup>

Clotheslines – clotheslines and any outdoor drying apparatus are permitted on lots in Barefoot Bay. Any such clotheslines or drying apparatus must be placed to the rear of the residence and must be folded or removed overnight. Clothes lines may not be located within carports.<sup>xxxv</sup>

The following items are banned:

- Trampolines larger than 6 feet in diameter
- All tents, and portable shelters
- Car canopy's and garages
- All pop-up structures.
- Hot tub covers must be labeled ASTM F1346-91

## **Utility Building**

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### **Definition of Utility Building**

A building designed to house common household tools and equipment, and for general storage. The base of the building is a concrete slab. It may be used for housing a washer, dryer, and hot water heater. A utility building must be structurally attached by full roof to the mobile home or carport at eave level. The minimum size of a utility building is 48 square feet.

### **Materials**

1. Types of acceptable materials
  - a. Wood or aluminum framework
  - b. Siding consistent to that of the mobile home exterior and matching in its color.
  - c. Aluminum lap or vinyl siding over approved framework, with construction to match the exterior surface of the mobile home.
2. The use of metal on exterior framework or siding or T-111 siding<sup>xxxvi</sup> is not permitted.

### **Dimensions**

1. Height of construction shall conform to existing construction, such as carport roof, patio (porch) roof, or mobile home eave.
2. The minimum size of a utility building is 48 square feet on the base.

## **Construction**

1. A utility building, if constructed as a part of the carport slab, shall be built on a raised concrete slab which is at least one (1) inch above the surface of the carport floor, except on renovations.
2. Prior to construction, approval must have been obtained in writing from the ARCC.
3. Consistent with County building codes, pressure treated lumber must be used on contact with concrete.

## **Used Mobile Homes**

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A used mobile home must meet the Manufactured Housing Construction and Safety Standards established promulgated by the U.S. Department of Housing and Urban Development (HUD) in 1976 and amended by HUD in 1994. In addition, no used mobile home shall be permitted in Barefoot Bay having a year model, as shown on the Florida Motor Vehicle Certificate of Title as “year make”, more than four (4) calendar years prior to the year of submittal of the application form to the ARCC.

In addition, applicant must provide the following:

- a. A copy of Motor Vehicle Certificate of Title, State of Florida, in applicant’s name. (A double-wide requires two (2) certificates.)
- b. Close-up photographs, in color, of end and full side views (4 pictures) of the home at present site. (Minimum size of photos – 3’ x 4”.)
- c. Upon arrival of the used home, the serial number of the home will be verified. The DOR/ARCC office should be notified of arrival of the unit.

## **Condition of Property**

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The exterior of a home (including awnings, skirting, and roofing), driveways, or carport shall be maintained free of mildew, mold, dirt, rust, or grease which is visible when the house is viewed from the street or from an adjacent lot (See Article III, Section 2 of the Deed of Restrictions)

## **Miscellaneous<sup>xxxvii</sup>**

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### **Furniture outside the home**

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No indoor furniture is allowed on any unscreened area of the property.

### **Fire Pits<sup>xxxviii</sup>**

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Fire Pits: Regulations are controlled by the Florida Fire Service

An open fire pit is not allowed.

Propane or natural gas fed fire devices or structures are allowed.

Above ground containers such as those purchased at a hardware or building material store made for burning; such as chimeneas are allowed. This type of device should not be located within 15 feet of a building or structure, or combustible material. The burning container cannot be located in any right of way. All fires should have a screen or other device to arrest or control escaping embers, which present a fire hazard.



Burning of yard waste, rubbish, plastic, rubber material, pesticides, aerosol containers and treated lumber is not allowed. It is suggested that proper safety measures are taken when burning, such as a garden hose or fire extinguisher.

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#### **Arbors, Pergolas, Trellises and<sup>xxxix</sup> Gazebos<sup>xl</sup>**

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May be freestanding, and do not need to be structurally attached to the home, but must be anchored into the ground for safety purposes. Must meet setback requirements, must be maintained in good condition, and must meet Brevard County requirements.

Approved materials include metal, wood, canvas canopy top or other approved material.

The gazebo must be kept free of all items of personal property except for customary outdoor items such as exterior patio or porch furniture and barbecue grills.

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#### **Hurricane Shutters<sup>xli</sup> and Other Devices<sup>xlii</sup>**

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Hurricane Shutters may be of a material chosen by the unit owner to protect their residence. If plywood is chosen, it shall be painted and/or decorated to match the color of the house.

Windows and doors in occupied dwelling units shall not be boarded or covered, except for the temporary installation or closure of storm shutters, panels, or other hurricane protection devices during the threat of storm. While such protection is provided, at least one door leading directly to the building exterior shall be provided.

Hurricane shutters must be removed by the end of Hurricane Season. Seasonal residents arriving after December 1<sup>st</sup>, must remove shutters as soon as possible after arriving.

Any device, strap, netting or other temporary items used during Hurricane season must be Removed at the end of Hurricane season or as soon as possible by seasonal residents.

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#### **Maintenance of Exterior of Homes<sup>xliii</sup>**

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

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#### **Painting of wood<sup>xliv</sup>**

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Exposed wood sections of carports, utility buildings, patios, screen rooms, decks and lattice, arbors, pergolas, and trellises<sup>xlv</sup> must be painted and/or stained, providing the paint is aesthetically compatible with or blending in architecturally with the rest of the home and the other homes in Barefoot Bay.<sup>1</sup>

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#### **Prefabricated storage unit<sup>xlvi</sup>**

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Only one prefabricated (plastic) storage unit, placed adjacent to the home, no larger than twenty (20) square feet, will be considered a customary outdoor item for the purpose of Article 3

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Section 2C of the DOR. The storage unit must be placed on a concrete slab and must be strapped or anchored.

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### Decorating<sup>xlvii</sup>

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All ARCC Guidelines must be followed when decorating homes for the holidays.

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### Plan Changes/Change Orders/Revisions<sup>xlviii</sup>

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After the initial approval by the ARCC, any changes to the approved plan must be resubmitted to the ARCC annotating the changes made. This is to ensure a proper paper trail of what the change was for future reference.

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### Watercrafts<sup>xlix</sup>

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Boats of any size are not allowed to be stored outside on the property. Kayaks, canoes, surf boards and paddleboards must be properly stored & secured in the rear of the residence.

**When submitting an ARCC permit after the work has begun, the property owner must personally appear at the next scheduled ARCC meeting to have their application reviewed by the Committee.<sup>i</sup>**

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### **DOR Article II, Section VI. Enforcement of Architectural Control Requirements.**

- (A) In the event that the ARCC determines that there is a violation of the provisions of Article II of the DOR on any lot in Barefoot Bay, the ARCC shall give written notice to the Owner of such Lot specifying the nature of such violation and giving the Lot Owner a reasonable time of not less than 21 days to cure or correct such violation. Such written notice shall be either: delivered personally to one of the record owners of the Lot in question as shown on the Brevard County tax rolls, or mailed by certified U.S. Mail, return receipt requested, to the address of such Owner as shown on the Brevard County tax rolls.
- (B) In the event that the ARCC determines that the Owner to whom such a notice of violation has been given has not corrected the violation within the time set forth in the notice, the ARCC may, in its discretion, elect to forward the issue of such violation to the Board of Trustees of the Recreation District for further action. If the Board of Trustees of the Recreation District concurs that legal action is necessary to cause the alleged violation to be corrected, the Recreation District shall thereafter have the authority to bring an action for injunctive and other appropriate relief in a court of competent jurisdiction in Brevard County, Florida. If the Recreation District brings such legal action to enforce the provisions of Article II of the DOR, the Recreation District shall be entitled to an award of attorney's fees and court costs incident to such action.

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<sup>i</sup> Promulgated Rule approved September 29, 2020 and presented to the Board of Trustees November 13, 2020

<sup>ii</sup> Promulgated Rule approved April 3, 2018 and presented to the Board of Trustees April 13, 2018

<sup>iii</sup> Promulgated Rule approved April 3, 2018 and presented to the Board of Trustees April 13, 2018

<sup>iv</sup> Promulgated Rule approved June 7, 2011 and presented to the Board of Trustees July 8, 2011

<sup>v</sup> Promulgated Rule approved November 25, 2014 and presented to the Board of Trustees December 12, 2014

<sup>vi</sup> Promulgated Rule approved November 25, 2014 and presented to the Board of Trustees December 12, 2014

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- vii Promulgated Rule approved April 3, 2018 and presented to the Board of Trustees April 13, 2018
  - viii Promulgated Rule approved September 29, 2020 and presented to the Board of Trustees November 13, 2020
  - ix Promulgated Rule approved August 30, 2011 and presented to the Board of Trustees September 27, 2011
  - x Promulgated Rule approved April 3, 2018 and presented to the Board of Trustees April 13, 2018
  - xi Promulgated Rule approved September 29, 2020 and presented to the Board of Trustees November 13, 2020
  - xii Promulgated Rule approved April 3, 2018 and presented to the Board of Trustees April 13, 2018
  - xiii Promulgated Rule approved April 3, 2018 and presented to the Board of Trustees April 13, 2018
  - xiv Promulgated Rule approved April 3, 2018 and presented to the Board of Trustees April 13, 2018
  - xv Promulgated Rule approved September 29, 2020 and presented to the Board of Trustees November 13, 2020
  - xvi Promulgated Rule approved September 29, 2020 and presented to the Board of Trustees November 13, 2020
  - xvii Promulgated Rule approved April 3, 2018 and presented to the Board of Trustees April 13, 2018
  - xviii Promulgated Rule approved September 29, 2020 and presented to the Board of Trustees November 13, 2020
  - xix Promulgated Rule approved September 29, 2020 and presented to the Board of Trustees November 13, 2020
  - xx Promulgated Rule approved April 3, 2018 and presented to the Board of Trustees April 13, 2018
  - xxi Promulgated Rule approved April 3, 2018 and presented to the Board of Trustees April 13, 2018
  - xxii Promulgated Rule approved March 19, 2013 and presented to the Board of Trustees March 26, 2013
  - xxiii Promulgated Rule approved September 29, 2020 and presented to the Board of Trustees November 13, 2020
  - xxiv Promulgated Rule approved September 20, 2016 and presented to the Board of Trustees September 27, 2016
  - xxv Promulgated Rule approved September 29, 2020 and presented to the Board of Trustees November 13, 2020
  - xxvi Promulgated Rule approved September 29, 2020 and presented to the Board of Trustees November 13, 2020
  - xxvii Promulgated Rule approved September 20, 2016 and presented to the Board of Trustees September 27, 2016
  - xxviii Promulgated Rule approved January 17, 2012 and presented to the Board of Trustees December 9, 2011
  - xxix Promulgated Rule approved April 3, 2018 and presented to the Board of Trustees April 13, 2018
  - xxx Promulgated Rule approved September 29, 2020 and presented to the Board of Trustees November 13, 2020
  - xxxi Promulgated Rule approved April 3, 2018 and presented to the Board of Trustees April 13, 2018
  - xxxii Promulgated Rule approved September 29, 2020 and presented to the Board of Trustees November 13, 2020
  - xxxiii Promulgated Rule approved April 3, 2018 and presented to the Board of Trustees April 13, 2018
  - xxxiv Promulgated Rule approved September 29, 2020 and presented to the Board of Trustees November 13, 2020
  - xxxv Promulgated Rule approved September 29, 2020 and presented to the Board of Trustees November 13, 2020
  - xxxvi Promulgated Rule approved September 29, 2020 and presented to the Board of Trustees November 13, 2020
  - xxxvii Promulgated Rule approved April 3, 2018 and presented to the Board of Trustees April 13, 2018
  - xxxviii Promulgated Rule approved September 29, 2020 and presented to the Board of Trustees November 13, 2020
  - xxxix Promulgated Rule approved September 29, 2020 and presented to the Board of Trustees November 13, 2020
  - xl Promulgated Rule approved June 5, 2012 and presented to the Board of Trustees June 8, 2012
  - xli Promulgated Rule approved April 3, 2018 and presented to the Board of Trustees April 13, 2018
  - xlvi Promulgated Rule approved September 29, 2020 and presented to the Board of Trustees November 13, 2020
  - xlvi Promulgated Rule approved August 14, 2012 and presented to the Board of Trustees August 28, 2012
  - xliii Promulgated Rule approved April 3, 2018 and presented to the Board of Trustees April 13, 2018
  - xliiv Promulgated Rule approved September 29, 2020 and presented to the Board of Trustees November 13, 2020
  - xlv Promulgated Rule approved December 8, 2015 and presented to the Board of Trustees January 8, 2016
  - xlvii Promulgated Rule approved September 29, 2020 and presented to the Board of Trustees November 13, 2020
  - xlviii Promulgated Rule approved September 29, 2020 and presented to the Board of Trustees November 13, 2020
  - xlix Promulgated Rule approved September 29, 2020 and presented to the Board of Trustees November 13, 2020
  - l Promulgated Rule approved April 3, 2018 and presented to the Board of Trustees April 3, 2018

## Board of Trustees Meeting Agenda Memo

Date: Friday, August 13, 2021

Title: DOR Violation 21-001026 551 Marlin Circle

Section & Item: 9.A.ii

Impact:

Department: Resident Relations, DOR

Fiscal: N/A

Impact:

Contact: Richard Armington, Resident Relations Manager

Attachments : A. Warranty Deed dated 3.5.2020, B. Homeowner statement of 8.12.2020 attack, C. Brevard County Animal Enforcement Civil Citation, D. Brevard Electronic Court Application with \$100 fine, E. Homeowner statement of 5.11.2021, F. Vet Bills, G. Brevard County Animal Enforcement Civil Citation C213866, C213867, H. Statement of Violation 6.1.2021, I. Notarized statement of Ms. Biondolillo of giving Homeowner copy of Statement of Violation, J. Violations Committee Findings of Fact and Recommended Order, K. Affidavit of Non-Compliance, L. Judgment of Conviction by Brevard County court for second animal offense., M. Notice of BOT Hearing

Reviewed by

General

Counsel: Yes

Approved by:

### Requested Action by BOT

Review violation and refer to General Counsel Repperger.

### Background and Summary Information

Violation Article III Section 4 (E) - "No person shall knowingly keep or harbor any animal which is known to attack or harm any person or pet while walking or riding on streets or lots within Barefoot Bay".

On May 11th, 2021, Mr. Rich Armington was notified of a dog-on-dog attack and that this was the second time this dog attacked another dog. The DOR staff also received a written statement from the owner of the dog attacked on May 9, 2021. On May 13, 2021, we received a written statement from the owner of the dog that was attacked on August 12, 2020. A Statement of Violation was sent on May 19, 2021. A Statement of Violation and Notice of Hearing was sent by Certified Mail on June 1, 2021. The homeowner came into the DOR office on June 4, 2021 wanting a copy of the Certified Mail sent as they had not picked it up. The homeowner told Ms. Biondolillo everything had been taken care of with the Sheriff and Animal Control. Ms. Biondolillo explained that it will still be going to the Violation Committee. On June 11, 2021, the Committee found the homeowner in violation of Article III Section 4 (E) and a Notice of Findings of Fact and Recommended Order was sent to notify the homeowner that the case would be referred to the BOT.

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



This Instrument Prepared by and Return to:

Heidi L Taylor

Alliance Title of the Treasure Coast, LLC

725 Commerce Center Drive

Ste A

Sebastian, FL 32958

as a necessary incident to the fulfillment of conditions  
contained in a title insurance commitment issued by it

Property Appraisers Parcel I.D. (Folio) Number(s):

3006894

File No.: 2002051

## WARRANTY DEED

This Warranty Deed, Made the 5th day of March, 2020, by **Robert A. Whittier and Joan Pauline Whittier**, husband and wife, whose marital status is married, whose post office address is: **32 Edwards St, Lincoln, ME 04457**, hereinafter called the "Grantor", to **Eugene Frangione and Ginamarie Hagemeyer, Joint Tenants with Full Rights of Survivorship**, whose post office address is:

551 Marlin Cir. Barefoot Bay, FL 32976  
, hereinafter called the "Grantee".

**WITNES SETH:** That said Grantor, for and in consideration of the sum of **One Hundred Fifteen Thousand Dollars and No Cents (\$115,000.00)** and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee, all that certain land situate in **Brevard** County, Florida, to wit:

Lot 16, Block 6, Barefoot Bay Mobile Home Subdivision, Unit One, according to map or plat thereof as recorded in Plat Book 22, Page 100 through 104, inclusive, of the Public Records of Brevard County, Florida. Together with a 1983 Twin Doublewide Mobile Home under Identification Numbers T24715189A and T24715189B. And retired in Official Records Book 5481, Page 6973, Public Records of Brevard County, Florida.

The property is the homestead of the Grantor(s).

**TOGETHER** with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

**To Have and to Hold**, the same in fee simple forever.

**And** the Grantor hereby covenants with said Grantee that the Grantor is lawfully seized of said land in fee simple; that the Grantor has good right and lawful authority to sell and convey said land; that the Grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to 2019, reservations, restrictions and easements of record, if any.

*(The terms "Grantor" and "Grantee" herein shall be construed to include all genders and singular or plural as the context indicates.)*

**IN WITNESS WHEREOF**, Grantor has hereunto set Grantor's hand and seal the day and year first above written.

SIGNED IN THE PRESENCE OF THE FOLLOWING WITNESSES

**TWO SEPARATE DISINTERESTED WITNESSES REQUIRED**

Witness Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Witness Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

State of ME n

County of t{'.y.,pbfeo±

**Pat Zwerin  
552 Marlin cir.  
Barefoot Bay, Fl. 32976**

**On 8/125/2020 I was walking back home with my dog, Mickey, when I stopped by 551 Marlin cir. to talk to Gina,(Frangione). Gino Frangione heard us and came outside and did not lock the screen porch door behind him.**

**I did not know his dogs were on the porch. the dogs came running out and the big brown dog grabbed Mickey by the neck and would not let go. Gina had to call her son out to get the dog off my Mickey. Her son had to yell at the dog 3 or 4 times to let go. he even hit the dog.**

**I had to take my dog to Highlands Animal hospital as he had a hole in is neck where he had been bitten.**

**By the time i got to the vets i was hysterical.**

**Dr. Prakash too very good care of Mickey. He**

**told be Mickey was very lucky as the bite was just a millimeter of an inch from his jugular vein.**

**I was given 2 medications that Mickey had to take. I also had to keep his wound covered and dry. I had to keep scarfs around his neck so he would not try to rub it on the rug or ground.**



(FOR CLERK USE) COURT CASE NO. 05-20-20 IN 1994 -A- XXX-XX

# ANIMAL ENFORCEMENT CIVIL CITATION

CITATION NO: AC 90253

IN THE NAME OF BREVARD COUNTY, THE UNDERSIGNED OFFICER CERTIFIES HAVING PROBABLE CAUSE TO BELIEVE THAT ON:

VIOLATION / OFFENSE DATE/TIME: 8/12/2020 5:00:00PM		VIOLATION NUMBER V20-019127	
NAME (FIRST, M.I., LAST) GINA M HAGEMEYER		P458606	
ADDRESS 551 MARLIN CIR			
CITY, ST, ZIP SEBASTIAN, FL 32976			
TELEPHONE (631) 466-7518	D.O.B. 04/08/1970		SEX F
D.L. OR OTHER I.D. HZ56293706280	EXP. DATE 04/08/2028		STATE FL/DL
ANIMAL NAME TUNECHI	AGE 10 YEARS	SEX N	COLOR BRN BRINDL
PRIMARY BREED MX			

DID UNLAWFULLY COMMIT, IN BREVARD COUNTY, FLORIDA, A VIOLATION OF THE BREVARD COUNTY ORDINANCE INDICATED BELOW, AT THE LOCATION OF:

551 MARLIN CIR, BAREFOOT BAY

☒ NO COURT APPEARANCE REQUIRED IF PAID WITHIN 30 DAYS. ☐ MANDATORY COURT APPEARANCE REQUIRED.

ORDINANCE	OFFENSE	DESCRIPTION OF CHARGE	FEE
14-58	1ST	ANIMAL CAUSING PROPERTY DAMAGE	\$100.00

PAY THIS AMOUNT:

\$100.00

AMOUNT INCLUDES CIVIL PENALTY, FILING FEE AND OFFICER TRAINING SURCHARGE.

## FACTS CONSTITUTING PROBABLE CAUSE

Tunechi (A795612) attacked Mickey (A530498) resulting in multiple sutures, as witnessed by Ms. Pat Zwerin (P116604)

SCOTT ELLIS  
2020 AUG 21 AM 8:36  
FILED IN TVL-01  
CLERK OF CIR. CT.  
BREVARD CO. FL.

*Andrew Friedman*  
OFFICER'S SIGNATURE

AEO ANDREW FRIEDMAN, ID# 1177  
PRINTED OFFICER'S NAME & ID#

08-13-20 1645  
DATE / TIME

*Gina Marie Hagemeyer*  
SIGNATURE OF PERSON CITED

8/13/2020  
DATE

PURSUANT TO F.S. § 828.27(5), ANY PERSON WHO WILLFULLY REFUSES TO SIGN AND ACCEPT A CITATION MAY BE CHARGED WITH A MISDEMEANOR OF THE SECOND DEGREE.

IF YOU ELECT NOT TO CONTEST THE CITATION YOU MUST PRESENT THIS CITATION TO THE CLERK OF COURT ALONG WITH YOUR PAYMENT OF THE CITATION AMOUNT WITHIN 30 DAYS AND NO COURT APPEARANCE SHALL BE REQUIRED. IF YOU ELECT TO CONTEST THE CITATION, YOU MUST CONTACT THE CLERK OF COURT TO REQUEST A HEARING WITHIN 30 DAYS. SEE IMPORTANT INSTRUCTIONS ON THE FINAL PAGE OF THIS CITATION.





**Brevard County Sheriff's Office  
Animal Enforcement  
Citation Court Information Sheet**

<b>Enforcement Officer Name and ID#</b> Andrew Friedman #1177		<b>Date/Time</b> 08/13/2020 1645	<b>Case Number</b> A20-080483
<b>Victim/Witness</b>	<b>Name/Address/Date of Birth</b>	<b>Driver License Number/State</b>	<b>Citation Number</b>
Pat Zwerin 552 Marlin Cir Barefoot Bay, Florida 32976		Z650681476740/FL	AC 90253
<b>Citation Number</b>	<b>Offense</b>	<b>County Ordinance/Statute #</b>	
AC 90253	Animal Causing Property Damage	14-58	
<b>Initial Reason for the Visit:</b> Dog versus Dog (severe) <i>05-2020 IN 1994-XXXX-XX</i>			
<b>Reason for Issuing the Citation and Statements Made by the Victim/Owner:</b> Tunechi (A795612) attacked Mickey (A530498) resulting in multiple sutures, as witnessed by Ms. Pat Zwerin (P116604)			

*Andrew Friedman*  
Signature of Officer

Andrew Friedman #1177  
Print Name of Officer

FILED IN 1994-03  
CLERK OF CIR. CT.  
BREVARD CO. FL.

2020 AUG 21 AM 8:36

SCOTT ELLIS



# BECA

## Brevard Electronic Court Application

Case 05-2020-IN-001994-  
Number: XXXX-XX  
Date Filed: 08/21/2020  
Status Date: 08/25/2020  
Jurisdiction: UNINCORPORATED

Case Type: 823  
Case Status: ORIGINAL DISPOSED  
Judge:  
Charging BREVARD COUNTY  
Agency: SHERIFF

### Participants

Type	Name	DL Number	Race	Gender	DOB	Address 1	Address 2	City State Zip
DEFENDANT (1)	HAGEMEYER GINA M	FL H256293706280		FEMALE	04/08/1970	551 MARLIN CIR		SEBASTIAN, FL 32976-2403
PLAINTIFF (1)	BREVARD COUNTY					C/O BREVARD COUNTY ATTORNEY'S OFFICE	2725 JUDGE FRAN JAMIESON WAY BLDG SUITE 308	VIERA, FL 32940

### Register of Actions

Event Date	Document Number	Description	Page Count	Amount
08/21/2020	1	ANIMAL CONTROL VIOLATION CITATION - (Count 1)	1	0.00
08/21/2020		ELECTION PENDING - (Count 1)		
08/21/2020		ASM: ANIMAL FINE AND COSTS - (Count 1)		100.00
08/21/2020	2	COURT INFORMATION SHEET	1	
08/21/2020		ASM: CO ORDIN FILING FEE		10.00
08/25/2020		DISPO: GUILTY - (Count 1)		
08/25/2020		PLEA: GUILTY - (Count 1)		
08/25/2020		CRIM/TRAF/JUV ORIG DISPOSITION		
Total Number of Document Pages			2	

### Initial Charges

Arrest Number	Count	Offense Date	Florida Statute	Charge Description	Class	Degree
1	1	08/12/2020	828.27-H-1	AC 14 58 ANIMAL CAUSING PROPERTY DAMAGE 1ST OFF	INFRACTION	NOT APPLICABLE

### Court Charges

Arrest Number	Count	Offense Date	Florida Statute	Charge Description	Class	Degree	Disposition Date	Final Disposition	Citation Number
1	1	08/12/2020	828.27-H-1	AC 14 58 ANIMAL CAUSING PROPERTY DAMAGE 1ST OFF	INFRACTION	NOT APPLICABLE	08/25/2020	GUILTY	2020AC90253

### Citations

Agency	Officer	Citation Number	Violation Date	Vehicle State	Vehicle License	Body Type	Make	Model	Color	Year
BREVARD COUNTY SHERIFF	FRIEDMAN ANDREW - Badge 1177	2020AC90253	08/12/2020							

### Financials

Name	Receivable	Amount Assessed	Amount Waived	Amount Paid	Due Date	Balance
HAGEMEYER GINA M	ANIMAL FINE & COSTS	\$100.00	\$0.00	\$100.00	09/11/2020	\$0.00

<b>TOTALS:</b>		<b>\$100.00</b>	<b>\$0.00</b>	<b>\$100.00</b>		<b>\$0.00</b>
<b>TOTAL AMOUNT ELIGIBLE FOR A CIVIL LIEN:</b>						<b>\$0.00</b>

**Payments**

<b>Receipt</b>	<b>Party</b>	<b>Memo</b>	<b>Event Description</b>	<b>Receipt Date</b>	<b>Amount</b>	<b>Payment Type</b>	<b>Received From</b>
W355648	D 1	PNP 08/25/2020	PMT: ANIMAL FINE AND COSTS	08/25/2020	\$100.00	REGULAR CASH	HAGEMEYER GINA M
X103727	P 1		PMT: CO ORDIN FILING FEE	08/21/2020	\$10.00	REGULAR CASH	BREVARD COUNTY

RICHARD ARMINGTON, MANAGER  
BAREFOOT BAY RESIDENT RELATIONS

MAY 11, 2021

ON SUNDAY, MAY 9<sup>th</sup> 2021, AT 7AM THAT MORNING, I WAS WALKING MY DOGS FOR THEIR USUAL OUTING. AT ABOUT 7:20AM WE REACHED THE EAST DR/MARLIN CIRCLE INTERSECTION AT THE 500 BLOCK OF MARLIN CIRCLE. WE TURNED SOUTH ON EAST DR, KNOWING WE HAD TO AVOID 551 MARLIN CIRCLE BECAUSE OF THE TWO PIT BULLS THERE THAT HAD ATTACKED A DOG AT 552 MARLIN CIRCLE. SUDDENLY, A SPOTTED PIT BULL CAME RUNNING AT US FROM 551 MARLIN CIRCLE. IT WAS DRAGGING A LEASH BEHIND BUT NO ONE WAS ON THE OTHER END. I KNOW I SCREAMED IN DISBELIEF AND THE PIT BULL WENT DIRECTLY FOR MY DOGS WHICH ARE MALTESE AND UNDER 10 POUNDS. I SWUNG MY DOGS AROUND IN AN ATTEMPT TO KEEP THEM AWAY FROM THE CHARGING PIT BULL. IT PARTIALLY WORKED, BUT THE SMALLEST OF MY DOGS WAS PINNED BY THE PIT BULL. I THEN REALIZED THAT A WOMAN WAS PULLING ON THE LEASH OF HER DOG AND COMBINED WITH MY ACTIONS, THE DOGS BECAME UNTANGLED. I SAW BLOOD AND I GRABBED MY DOGS AND HURRIED HOME. HOW COULD THIS HAPPEN AGAIN? WHAT IS OUR COMMUNITY TURNING INTO. I REMEMBER NOT EVEN HEARING AN APOLOGY OR ANYTHING FROM THE WOMAN. MY WIFE AND I WRAPPED THE DOGS IN TOWELS AND DROVE THEM TO OUR VETERINARIAN AT HIGHLANDS ANIMAL HOSPITAL IN SEBASTIAN. THE ANALYSIS WAS A CANINE

PUNCTURE IN THE BACK, A TEAR IN THE STOMACH AND AN INJURED LEFT FOOT. THE VET PREDICTED THAT MY DOG WOULD RECOVER IN TIME.

WE CONTACTED BCSO ANIMAL CONTROL AND AN OFFICER HANN CAME TO OUR HOUSE. WE GAVE HIM A WRITTEN STATEMENT AND ANSWERED ALL OF HIS QUESTIONS.

HE THEN SAID HE WAS GOING TO 551 MARLIN CIRCLE TO INTERVIEW THE OWNERS OF THE ATTACKING DOG.

ON MONDAY, MAY 10<sup>th</sup>, WE HAD TO TAKE OUR DOG BACK TO THE VET AT HIGHLANDS FOR THE WOUNDS WERE STILL BLEEDING. WHEN WE GOT BACK HOME,

I GATHERED THE VET BILLS TOGETHER AND TOOK A COPY TO 551 MARLIN CIRCLE TO SEE IF THE OWNERS

WILL BE WILLING TO PAY. I WAS TREATED RATHER RUDELY, NO APOLOGY, AND THE MAN RIPPED THE BILL PAPERS IN FRONT OF ME AND THREW THEM AWAY. HE SAID

HE MIGHT BE WILLING TO PAY HALF BUT THEN CHANGED HIS MIND AND SAID THAT WE WERE ON HIS PROPERTY AND HE WOULD GET WITNESSES. THAT WAS THE END OF

OUR MEETING AND I WENT HOME TO FILE A SMALL CLAIMS ONLINE. THE # IS 102787. THE OWNERS AT 551 MARLIN ARE GINAMARIE HAGEMeyer AND EUGENE

FRANGIONE. I DID NOT RECEIVE A COPY OF THE BCSO ANIMAL CONTROL REPORT FROM OFFICER HANN.

WHEN I CALLED HIM ABOUT THAT, HE TOLD ME TO GO TO RECORDS AT BCSO. OFFICER HANN'S NUMBER IS

321-505-8736. THE OWNER OF THE DOG AT 552 MARLIN CIRCLE IS PATRICIA ZWERIN 772 664-4318.

MS. ZWERIN NEVER RECEIVED COMPENSATION FROM  
MR. FRANGIONE OR MS. HAGMEYER. SHE ALSO DID NOT  
RECEIVE AN ANIMAL CONTROL REPORT FROM OFFICER  
HANN.

FRED (TED) FIRLEIN

639 MARLIN CIRCLE

BARFOOT BAY, FL 32976

HOME: 772 663 -3326

MOBILE: 772 257-1831



# Highlands Animal Hospital

433 Sebastian Blvd.  
Sebastian, FL 32958  
(772) 388-1883

Page 1 / 1

Fred/Mary Firlein  
639 Marlin Circle  
Micco, FL 32976

Client ID: 11714  
Invoice #: 366888  
Date: 5/9/2021

Patient ID: 104845	Species: Canine	Weight: 6.10 pounds
Patient Name: Cotton	Breed: Maltese	Birthday: 08/11/2019 Sex: Neutered Male

Description	Staff Name	Quantity	Total
5/9/2021 Exam, Regular	Marcus Kramer, D.V.M.	1.00	\$57.50
Buprenorphine Injection		0.10	\$45.00
X-Rays		1.00	\$0.00
X-Ray (2 views)		1.00	\$139.00
Tech Radiation Monitoring		1.00	\$7.50
Rabies, Canine 1 Year		1.00	\$23.50
Enrofloxacin 22.7mg Flavor Tabs		10.00	\$19.30
Animax Ointment 30ml		1.00	\$49.00
Convenia Feline Injection		1.00	\$69.50
Meloxicam Injection 5 mg/mL		1.00	\$39.00
Novox Carprofen Caplet 25mg		15.00	\$15.55
Torbutrol CIV 1mg Tab		20.00	\$52.40
X-Ray ( 2 Additional Views)		1.00	\$89.00
Discounts		1.00	(\$50.00)
<del>Ear Swab &amp; Stain</del>		<del>1.00</del>	<del>\$29.50</del>
Wound Prep/Treatment Basic		1.00	\$75.00
Your Receptionist today was Nikki		1.00	\$0.00
Patient Subtotal:			\$660.75

## Reminder

11/29/2021 Fecal-/with Annual  
Heartworm- 4DX Test  
DA2PP + Lepto Vaccine Booster  
05/09/2022 Rabies, Canine 1 Year

Invoice Total:	<del>\$660.75</del> <sup>#</sup> 631.25
Total:	\$660.75
Balance Due:	\$660.75
Previous Balance:	\$0.00
Balance Due:	\$660.75
Offline Credit Card:	(\$660.75)
Less Payment:	(\$660.75)
Balance Due:	\$0.00

## Scheduled Appointments:

Appt. for Cotton on 5/10/2021 at 12:45 pm.

How did we do today? We greatly value your opinion. Leave us a review on yelp.com or google review, send us proof of review, and we will apply a \$10 credit to your account.

# Highlands Animal Hospital

433 Sebastian Blvd.  
Sebastian, FL 32958  
(772) 388-1883

Page 1 / 1

Fred/Mary Firlein  
639 Marlin Circle  
Micco, FL 32976

Client ID: 11714  
Invoice #: 367015  
Date: 5/10/2021

Patient ID: 104845	Species: Canine	Weight: 6.10 pounds
Patient Name: Cotton	Breed: Maltese	Birthday: 08/11/2019 Sex: Neutered Male

	<u>Description</u>	<u>Staff Name</u>	<u>Quantity</u>	<u>Total</u>
5/10/2021	Exam, Recheck	Marcus Kramer, D.V.M.	1.00	\$0.00
	Vitamin B12 Injection		1.00	\$0.00
	Biomedical Waste Disposal		1.00	\$0.00
	Subcutaneous Fluid Therapy (Initial)		1.00	\$37.50
	Manuka Honey		1.00	\$17.50
	discount		1.00	(\$5.50)
	Your Receptionist today was Katie		1.00	\$0.00
		<b>Patient Subtotal:</b>		<b>\$49.50</b>

## Reminder

11/29/2021 Fecal-/with Annual  
Heartworm- 4DX Test  
DA2PP + Lepto Vaccine Booster  
05/09/2022 Rabies, Canine 1 Year

<b>Invoice Total:</b>	<b>\$49.50</b>
Total:	\$49.50
Balance Due:	\$49.50
Previous Balance:	\$0.00
Balance Due:	\$49.50
Offline Credit Card:	(\$49.50)
Less Payment:	(\$49.50)
<b>Balance Due:</b>	<b>\$0.00</b>

\$ 631.25  
49.50  
\$ 680.75  
+ 5/19/21 9:15 AM 57.50  
\$ 738.25

How did we do today? We greatly value your opinion. Leave us a review on [yelp.com](https://www.yelp.com)  
or google review, send us proof of review, and we will apply a \$10 credit to your  
account.

05-2021-IN-000821-A XXX-XX



**Brevard County Sheriff's Office  
Animal Enforcement  
Citation Court Information Sheet**

<b>Enforcement Officer Name and ID#</b>		<b>Date/Time</b>	<b>Case Number</b>
Hahn #1859		May 9, 2021	125155
<b>Victim/Affiant Name/Address/Date of Birth</b>		<b>Driver License Number/State</b>	<b>Citation Number</b>
Fred Firlen 639 Marlin Cir, Barefoot FL 01/23/1942		F645257420230/FI	C213866, C213867
<b>Offense</b>		<b>County Ordinance/Statute #</b>	
Attack causing Property Damage, 2nd offense		14-58	
Failure to properly secure animal		14-556	
<b>Initial Reason for the Visit:</b>			
Dog vs dog bite			
<b>Reason for Issuing the Citation and Statements Made by the Victim/Owner:</b>			
The canine "Tunechi" got loose from its tether and attacked the canine Cotton			

Signature of Officer

Chris Hahn

Print Name of Officer

RACHEL M. SADOFF  
-2021 MAY 14 AM 8:22  
FILED IN TVL-05  
CLERK OF CIR. CT  
BREVARD CO FL

Case # 05-2021-IN-000821-AXXX-XX  
Document Page # 3



\*33444080\*

**BAREFOOT BAY VIOLATIONS COMMITTEE  
BREVARD COUNTY, FLORIDA**

**BAREFOOT BAY RECREATION DISTRICT**

Petitioner

Vs

Case no. 21-001026

#1904/21-001026

HAGEMEYER GINAMARIE,

551 MARLIN CIR

BAREFOOT BAY, FL 32976

Respondent(s),

**STATEMENT OF VIOLATION**

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

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

• **ARTICLE III, SECT. 4 (A) (B) (C) (D) (E) Pets**

(A) Property Owners and their lessees, tenants, guests and invitees shall be responsible for the control of any pets owned by them while such pets are within Barefoot Bay. All pets shall be on a leash while being walked or exercised within Barefoot Bay outside the confines of the Owner's residence or completely enclosed fenced areas of a residential lot. The Owner of any pet shall be responsible for the immediate removal and proper disposal in accordance with any local, state or federal law of any bodily waste deposited by a pet on any property within Barefoot Bay. (B) Animals, livestock, or poultry of any kind shall not be raised, bred, or kept on any lot, except that two (2) dogs or two (2) cats or one (1) dog or one (1) cat or other small domesticated household pets which are kept inside the home provided they are not boarded, stabled, kenneled, or bred for commercial purposes. Swine, fowl and livestock (cows, horses, sheep, goats, etc.) shall not be kept on any lot in Barefoot Bay. No feral cat colony shall be maintained by any lot in Barefoot Bay. (C) No dog houses, kennels or animal cages of any kind shall be allowed outside of any home on any Lot within Barefoot Bay. (D) No Dangerous Dogs, as classified by the Brevard County Animal Services and Enforcement, pursuant to Sec. 14-49, Code of Ordinances of Brevard County, Florida, or as such section may be amended, shall be allowed to be maintained on any lot in Barefoot Bay. (E) No person shall knowingly keep or harbor any animal which is known to attack or harm any person or pet while walking or riding on streets or lots within Barefoot Bay.

**LOCATION/ADDRESS WHERE VIOLATION EXISTS**

Block # 6 Lot # 16

551 MARLIN

**DESCRIPTION OF VIOLATION(s):** No person shall knowingly keep or harbor any animal which is known to attack or harm any person or pet while walking or riding on streets or lots within Barefoot Bay.

**DATE OF VIOLATION FIRST OBSERVED:** May 19, 2021

**DATE OF OWNER/PERSON IN CHARGE GIVEN NOTICE OF VIOLATION:**  
via First Class

**DATE ON/BY WHICH VIOLATION TO BE CORRECTED:** June 08, 2021

**DATE:** June 01, 2021

**BBRD DEED OF RESTRICTION STAFF**

**BAREFOOT BAY RECREATION DISTRICT  
BREVARD COUNTY, FLORIDA  
VIOLATIONS COMMITTEE**

**NOTICE OF HEARING  
Hearing Date: 06/11/2021**

The Respondent must correct the alleged violation(s) contained in the enclosed Statement of Violation by the date set forth therein and contact the Deed of Restrictions Enforcement Officer who signed the Statement of Violation to verify such correction. If the Respondent disputes the existence of the violation(s) and wishes a hearing, notice is hereby given that a Hearing will be conducted before the Violations Committee at 10:00 A.M. on 06/11/2021 at 1225 Barefoot Boulevard, Building D&E, Barefoot Bay, Florida. The purpose of this Hearing will be to determine whether or not the alleged violation(s) exist.

If the violation(s) described in the Statement of Violation are corrected and then recur, or if the violations are not corrected by the time specified for correction, the case shall be presented to the Committee. In the case of a repeat violation, the case shall be presented to the Committee, whether or not a violation is present at the time.

The Violations Committee will receive testimony and evidence at the Hearing and make Findings of Fact as are supported by the testimony and evidence pertaining to matters alleged in the enclosed Statement of Violations. The respondent is entitled to testify and present evidence and witnesses at the Hearing, or may be represented by an attorney. *If the committee finds the property to be in violation all social, family, and golf memberships affiliated with the property will be automatically suspended.*

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

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

June 01, 2021

Violations Committee/Deed of Restrictions Staff

**BAREFOOT BAY VIOLATIONS COMMITTEE  
BREVARD COUNTY, FLORIDA**

**BAREFOOT BAY RECREATION DISTRICT**  
Petitioner

Vs

Case no. 21-001026

#1904/21-001026  
HAGEMEYER GINAMARIE,  
551 MARLIN CIR  
BAREFOOT BAY, FL 32976  
Respondent(s),

RE: 551 MARLIN  
Barefoot Bay, FL 32976

**AFFIDAVIT OF NOTICES**

STATE OF FLORIDA  
COUNTY OF BREVARD

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

1. That on or about the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, a Statement of Violations and a Notice of Hearing was mailed to the respondent at the above address by **First Class mail**.
2. That on or about the 01 day of June 2021, a Statement of Violations and a Notice of Hearing was mailed to the above respondent by **Certified mail**, return receipt requested, a copy of which is attached hereto.
3. That on or about the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, a Statement of Violations and a Notice of Hearing was **Posted** at the above referenced address a copy of which is attached hereto.
4. That on or about the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, a Statement of Violations and a Notice of Hearing was emailed to the Mortgage Servicer for above referenced address, a copy of which is attached hereto.

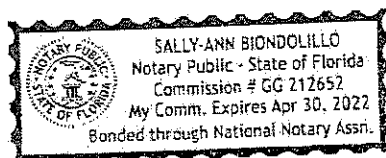
FURTHER AFFIANT SAYETH NOT.

Dated this 01 day of June 2021.

*Mary Barry*

Mary Barry, DOR Inspector

The Foregoing instrument was acknowledged before me on 01 day of June 2021 by Mary Barry, who is personally known to me and did take an oath.



*Sally-Ann Biondolillo*  
Notary Public  
State of Florida at Large

Case #21-001026  
551 Marlin Circle  
Certified Mail #: 9407111898765805517512

On June 4, 2021, Eugene "Gino" Frangione came into to see DOR regarding a certified letter that he knew we sent. He told me that they did not retrieve it from the Post Office.

I printed him a copy of the Statement of Violation, which was sent Certified Mail on June 1, 2021.

I explained him that he is on the agenda to be presented to the Violations Committee on June 11, 2021, at Building D & E at 10:00 am and that he could attend.

He said that it had been taken care of since Brevard County Animal Control and the Sheriff had already been to the home. He would not elaborate on what exactly were the actions taken to take care of the of the situation.

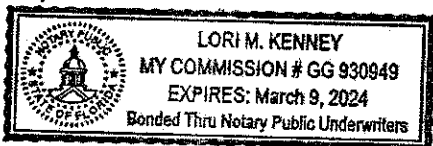
Sally Ann Biondolillo

Sally-Ann Biondolillo

STATE OF FLORIDA  
COUNTY OF Brevard

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 23<sup>rd</sup> day of June, 2021, by Sally Ann Biondolillo.

(Seal)



Lori M. Kenney

Signature of Notary Public  
Print, Type/Stamp Name of Notary

Personally known: X

OR Produced Identification: \_\_\_\_\_

Type of Identification Produced: \_\_\_\_\_

DATED this the 23<sup>rd</sup> day of June, 2021



**BAREFOOT BAY VIOLATIONS COMMITTEE  
BREVARD COUNTY, FLORIDA**

**BAREFOOT BAY RECREATION DISTRICT**  
Petitioner

Vs

Case no. 21-001026

#1904/21-001026  
HAGEMeyer GINAMARIE,  
551 MARLIN CIR  
BAREFOOT BAY, FL 32976  
Respondent(s),

**VIOLATIONS COMMITTEE FINDINGS OF FACT AND RECOMMENDED ORDER**  
**AND**  
**NOTICE OF DISTRICT HEARING**

THIS CAUSE having come on for the public hearing before the Violations Committee on 06/11/2021 after due notice to the Respondent and the Violation Committee having heard testimony under oath and receiving evidence, thereupon Issues this Finding of Fact and Recommended Order as follows:

- A. The Respondent(s) HAGEMeyer GINAMARIE, et. al. is/are the owner(s) of that certain parcel of real property located at 551 MARLIN , Barefoot Bay, FL 32976 (the "Property")
- B. Based upon the testimony heard and the evidence presented, the Violation Committee concluded that there is a violation of ARTICLE III, SECT. 4 (A) (B) (C) (D) (E), Pets, No person shall knowingly keep or harbor any animal which is known to attack or harm any person or pet while walking or riding on streets or lots within Barefoot Bay.

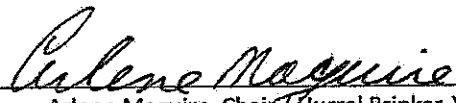
**ORDER**

Based upon the foregoing finding of fact and recommended order, it is  
**ORDERED AND ADJUDGED THAT:**

1. Respondent(s) shall by June 18, 2021 come into compliance with the violation cited herein by .
2. Should the Respondent(s) fail to comply with this Recommended Order by June 18, 2021 the Respondent(s) is advised that the matter will be forwarded to the Board of Trustees with the Violation Committee's findings and recommendations along with a status report from DOR Enforcement Staff for the Board of Trustees to make a determination as to whether to proceed with legal action. Based on the nature of the violation found to exist in this matter, should the violation not be corrected within the time provided herein, the Violations Committee does recommend legal or equitable action, or other appropriate action, be taken by the Board of Trustees.
3. The Respondent is further advised that he/she shall contact the DOR staff and schedule an inspection to confirm the compliance with this Order has been achieved. Upon compliance, an Order of Compliance shall be issued by the Violations Committee and the Respondent shall be deemed in compliance with the violation(s) cited herein.
4. The Respondent(s) are further advised that should a repeat violation occur, the Respondent(s) will not be given notice to cure and will be brought before the Violations Committee.

**DONE AND ORDERED** this 06/11/2021 at Barefoot Bay Recreation District Brevard County, Florida.

Violations Committee of the Barefoot Bay  
Recreation District Brevard County, Florida



Arlene Maguire, Chair / Hurrol Brinker, Vice-Chair

NOTICE

Case # 21-001026

Site Address: 551 MARLIN

Your case has been referred to the Board of Trustees for further action. If the Recreation District brings legal action to enforce the provisions of the Barefoot Bay Recreation District Deed of Restrictions, the Recreation District shall be entitled to an award of attorney's fees and court costs.

**Barefoot Bay Recreation District Deed or Restrictions**

**Article III Section 12. (C) Penalties.** In the event that the Recreation District determines that the Owner or Occupant of the Lot to whom such notice of violation has been given has not corrected the violation within the time set forth in the notice, the Recreation District may, in its discretion, consider the issue of such violation at a regular meeting of the Board of Trustees of the Recreation District. If the Board of Trustees concurs that legal action is necessary to cause the alleged violation to be corrected, the Recreation District shall thereafter have the authority to bring an action for injunctive or other appropriate relief in a Court of competent jurisdiction in Brevard County, Florida. If the Recreation District brings such legal action to enforce the provisions of this Instrument, the Recreation District shall be entitled to an award of attorney's fees and court costs incident to such action.

Your case which is set to be heard by the Board of Trustees, may than be forwarded to the District's attorney for legal action at that meeting. The Recreation District shall be entitled to an award of attorney's fees and court costs incident to such action. Call 772-664-3141 if you have any questions.

**BAREFOOT BAY RECREATION DISTRICT  
BREVARD COUNTY, FLORIDA**

**NOTICE OF HEARING  
OF  
FINDINGS OF FACT AND RECOMMENDED ORDER ISSUED BY THE VIOLATIONS COMMITTEE**

Pursuant to Resolution 2008-1 of the Board of Trustees of The Barefoot Bay Recreation District adopted the 22nd day of January, 2008; Section 7: Enforcement Procedure.

Notice is hereby given that a **Hearing** will be conducted before the Barefoot Bay Board of Trustees at 1:00 P.M. on at 1225 Barefoot Boulevard, Building D&E, Barefoot Bay, Florida.

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

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

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

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

**June 10, 2021**

**Deed of Restrictions STAFF**

BAREFOOT BAY VIOLATIONS COMMITTEE  
BREVARD COUNTY, FLORIDA

BAREFOOT BAY RECREATION DISTRICT

Petitioner

Vs

Case no. 21-001026

#1904/ 21-001026

HAGEMEYER GINAMARIE,

551 MARLIN CIR

BAREFOOT BAY, FL 32976

Respondent(s),

RE: 551 MARLIN

AFFIDAVIT OF NON-COMPLIANCE

STATE OF FLORIDA  
COUNTY OF BREVARD

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

1. That on the 06/18/2021 the Violations Committee held a public hearing and issues its Order in the above-styled matter.
2. That, the pursuant to said Order, Respondent was to have taken certain corrective action to bring the property into compliance.
3. Said Order further provided for a recommendation of a Review before the Board of Trustees of the Barefoot Bay Recreation District for further action if the required corrective action has not been taken as ordered.
4. That pursuant to said Order, a re-inspection was performed.
5. That the re-inspection revealed that the corrective action ordered by the Violations Committee has **not** been taken.

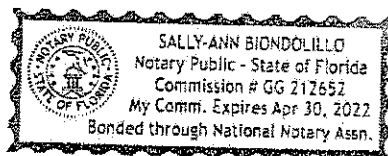
FURTHER AFFIANT SAYETH NAUGHT.

Dated June 23, 2021.

*Mary Barry*

Mary Barry, DOR Inspector,

The forgoing instrument was acknowledged before me on June 23, 2021, by Mary Barry who is personally known to me and who did take an oath.



*Sally A. Biondolillo*

Notary Public  
State of Florida at Large

## IN THE COUNTY COURT, IN AND FOR BREVARD COUNTY, FLORIDA

BREVARD COUNTY

Case Number: 05-2021-IN-000821-AXXX-XX

vs.

Filed in Open Court on July 12, 2021 1:47 pm.  
J Stewart, Deputy Clerk

GINA M. HAGEMEYER

Participant ID 3984154



33687815

## COURT MINUTES – INFRACTION HEARING

Page 1 of 2

Judge: AARON J PEACOCK (Div 9)  
 State Attorney: (Unknown)  
 Defense Attorney: (None)  
 Dig. Rec. Unit #: V3D VIERA CTRM 3D  
 Dig. Rec. Time: 13:47:12  
 Arrest Data: 05/09/2021

Disposition Date: 07/12/2021

Count: 1	828..27.	AC 14 58 ANIMAL CAUSING PROPERTY DAMAGE 2ND OFF	I-N/A
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## CASE ACTIVITY

## Presence

The Defendant was not present.

## Verdict/Disposition

Non-Jury Trial held.

Count 1: The Defendant was tried by Judge without Jury, and was found Guilty of the charge as entered.

The Defendant was adjudicated guilty.

## Exhibits and Witnesses

State Witnesses Sworn and Testified: BCSO ACO HAHN (1:45 PM - 1:46 PM; 1:54 PM - 1:54 PM; 2:07 PM - 2:08PM);  
FRED FIRLEIN (1:47 PM - 1:50 PM)

Defense Witnesses Sworn and Testified: GINA HAGEMEYER (2:10 PM - 2:23 PM) EUGENE FRANGIONE (2:23 PM - 2:30 PM)

## GENERAL ORDERS/REMARKS

DEFENDANT CONTACTED THE JUDGES OFFICE JUST BEFORE 2:00PM TO ADVISE WILL BE LATE

## SENTENCE

Fines/Court Costs/Fees (Items marked with \*COP, \*COCC, or \*COS are Conditions of Probation, Community Control, or Suspension)

The Defendant is hereby ordered to pay the following amounts:

Count	Amount	Description	Due Date
1	\$200.00	Fines	08/11/2021
Subtotal:	\$200.00		
Total for all counts above:		\$200.00	See Order for Fines / Costs / Fees for additional information.

Count: 2	828..27.	AC 14 55 FAILURE TO SECURE ANIMAL 1ST OFF	I-N/A
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**CASE ACTIVITY**

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**Presence**

The Defendant was not present.

**Verdict/Disposition**

Non-Jury Trial held.

Count 2: The Defendant was tried by Judge without Jury, and was found Not Guilty of the charge as entered.

Acquitted.

**Exhibits and Witnesses**

State Witnesses Sworn and Testified: BCSO ACO HAHN (1:45 PM - 1:46 PM; 1:54 PM - 1:54 PM; 2:07 PM - 2:08PM);  
FRED FIRLEIN (1:47 PM - 1:50 PM)

Defense Witnesses Sworn and Testified: GINA HAGEMEYER (2:10 PM - 2:23 PM) EUGENE FRANGIONE (2:23 PM - 2:30 PM)

---

**GENERAL ORDERS/REMARKS**

---

DEFENDANT CONTACTED THE JUDGES OFFICE JUST BEFORE 2:00PM TO ADVISE WILL BE LATE

The Defendant was advised in open court of the right to appeal from this sentence by filing a notice of appeal within thirty (30) days from this date with the clerk of this court and the Defendant's right to the assistance of counsel in taking the appeal at the expense of the State on showing of indigency.

## IN THE COUNTY COURT, IN AND FOR BREVARD COUNTY, FLORIDA

BREVARD COUNTY

Case Number: 05-2021-IN-000821-XXXX-XX

vs.

Filed in Open Court on July 12, 2021 1:47 pm.

GINA M. HAGEMEYER

J Stewart, Deputy Clerk

Participant ID 3984154



33687818

## JUDGMENT OF CONVICTION

The above-named defendant appeared without counsel to stand trial without jury on the charges set forth in the Information herein. The undersigned Judge of the County Court, Brevard County, Florida, issued a verdict of guilty.

THEREFORE,

JUDGMENT was rendered in open court and entered on the minutes of the Court that said defendant was adjudged guilty and convicted of the following infraction(s):

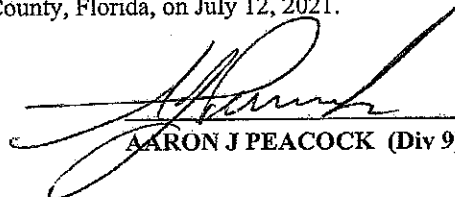
Count	Crime	Offense Statute Number	Degree
1	AC 14 58 ANIMAL CAUSING PROPERTY DAMAGE 2ND OFF	828.27	IN/A

You are hereby ordered to complete the following court ordered obligations:

1. As to Count 1, pay the total amount of fine / court costs / fees of \$200.00 by August 11, 2021.

The defendant was advised in open court of the right to appeal from this sentence by filing a notice of appeal within thirty (30) days from this date with the clerk of this court.

DONE AND ORDERED in Brevard County, Florida, on July 12, 2021.

  
 AARON J PEACOCK (Div 9), County Judge

GINA M. HAGEMEYER

Case Number: 05-2021-IN-000821-XXXX-XX

**CERTIFICATE OF SERVICE**

I certify that the Judgment of Conviction has been furnished to:

Defendant GINA M. HAGEMEYER, 551 MARLIN CIR, SEBASTIAN, FL 329762403

by (email) (delivery) (mail) (fax) on 7/12/2021



RACHEL M. SADOFF  
Clerk of Court





IN THE COUNTY COURT, IN AND FOR BREVARD COUNTY, FLORIDA

BREVARD COUNTY

Case Number: 05-2021-IN-000821-AXXX-XX

vs.

GINA M. HAGEMEYER, DOB: 04/08/1970

551 MARLIN CIR

SEBASTIAN, FL 329762403

Filed in Open Court on July 12, 2021 1:47 pm

J Stewart, Deputy Clerk



33687816

ORDER FOR FINE / COSTS / FEES

The Defendant is hereby ordered to pay the following sums by August 11, 2021:

FLORIDA STATUTE	FUND NAME	AGGREGATE AMOUNT
828.27	Animal Control Fine and Court Costs	\$200.00

**\*\* TOTAL \$200.00**

\*\* Pursuant to section 939.185(1)(d) and 938.30(8), Florida Statutes, statutory service charges in the amounts outlined by sections 28.24(3), (5)(a), (8) and (12), Florida Statutes, shall apply in addition to the total listed above.

*\* Items marked with \*COP, \*COCC, and \*COS are Conditions of Probation, Community Control, and Supervision*

DONE AND ORDERED at Brevard County, Florida, on July 12, 2021.

AARON J PEACOCK (Div 9), County Judge

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a copy of the Order for Fines/Costs/Fees has been furnished to:  
Defendant GINA M. HAGEMEYER, 551 MARLIN CIR, SEBASTIAN, FL 329762403  
Office of the State Attorney, 2725 Judge Fran Jamieson Way, Bldg. D, Viera, FL 32940  
by (email) (delivery) (mail) (fax) on July 12, 2021.

RACHEL M. SADOFF  
Clerk of Court



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

**BAREFOOT BAY RECREATION DISTRICT**

Pe oner

Vs

Case no. 21-001026

#1904/ 21-001026

HAGEMEYER GINAMARIE

551 MARLIN CIR

BAREFOOT BAY, FL 32976

Respondent(s),

**STATEMENT OF VIOLATION**

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

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

• **ARTICLE III, SECT. 4 (A) (B) (C) (D) (E) Pets**

(A) Property Owners and their lessees, tenants, guests and invitees shall be responsible for the control of any pets owned by them while such pets are within Barefoot Bay. All pets shall be on a leash while being walked or exercised within Barefoot Bay outside the confines of the Owner's residence or completely enclosed fenced areas of a residential lot. The Owner of any pet shall be responsible for the immediate removal and proper disposal in accordance with any local, state or federal law of any bodily waste deposited by a pet on any property within Barefoot Bay. (B) Animals, livestock, or poultry of any kind shall not be raised, bred, or kept on any lot, except that two (2) dogs or two (2) cats or one (1) dog or one (1) cat or other small domesticated household pets which are kept inside the home provided they are not boarded, stabled, kenneled, or bred for commercial purposes. Swine, fowl and livestock (cows, horses, sheep, goats, etc.) shall not be kept on any lot in Barefoot Bay. No feral cat colony shall be maintained by any lot in Barefoot Bay. (C) No dog houses, kennels or animal cages of any kind shall be allowed outside of any home on any Lot within Barefoot Bay. (D) No Dangerous Dogs, as classified by the Brevard County Animal Services and Enforcement, pursuant to Sec. 14-49, Code of Ordinances of Brevard County, Florida, or as such section may be amended, shall be allowed to be maintained on any lot in Barefoot Bay. (E) No person shall knowingly keep or harbor any animal which is known to attack or harm any person or pet while walking or riding on streets or lots within Barefoot Bay.

**LOCATION/ADDRESS WHERE VIOLATION EXISTS**

Block # 6 Lot # 16  
551 MARLIN CIRCLE

**DESCRIPTION OF VIOLATION(s):** No person shall knowingly keep or harbor any animal which is known to attack or harm any person or pet while walking or riding on streets or lots within Barefoot Bay.

**DATE OF VIOLATION FIRST OBSERVED:** May 19, 2021

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

via First Class

June 01, 2021 via Certified return receipt requested.

**DATE ON/BY WHICH VIOLATION TO BE CORRECTED:** August 09, 2021

Deed of Restrictions Staff

August 02, 2021

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

**Notice** is hereby given that a **Hearing** will be conducted before the Barefoot Bay Board of Trustees at **01:00 PM** on **August 13, 2021** at **1225 Barefoot Boulevard, Building D&E, Barefoot Bay, Florida.**

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

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

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

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

**August 02, 2021**

Deed of Restrictions STAFF

## Board of Trustees

## Meeting Agenda Memo

Date: Friday, August 13, 2021  
Title: **Use of Common Area: Valley National Bank Request**  
Section & Item: 9.B  
Department: Administration, District Clerk  
Fiscal Impact: N/A  
Contact: John Coffey, Community Manager  
Attachments: request letter  
Reviewed by General Counsel: N/A  
Approved by: John W. Coffey, ICMA-CM, Community Manager



### Requested Action by BOT

Consideration of a request for exclusive use of the common area behind the Shopping Center by Valley National Bank on September 8, 2021 from Noon to 2pm.

### Background and Summary Information

Consideration of a request for exclusive use of the common area behind the Shopping Center by Valley National Bank on September 8, 2021 from Noon to 2pm.

### Background and Summary Information

Valley National Bank (the bank in BBRD that is not closing) requested the use of the common area behind the Shopping Center to host a catered event for its customers on September 8, 2021. The *Policy Manual* is silent on the use of common areas and, historically, they have been used on a first come first serve basis by residents unless the BOT has granted exclusive rights for a specific day.

Considering that the overwhelming percentage of the bank's customers are BBRD residents, staff believes it is a reasonable request to grant. Ms. Hewatt, of Valley National Bank, has stated they will leave the area free of any litter when the event is over.

Hence, staff recommends the BOT authorize Valley National Bank's exclusive use of the common area behind the Shopping Center on September 8, 2021 from mid-morning to mid-afternoon.



July 21, 2021

John W. Coffey, ICMA-CM  
Community Manager  
Barefoot Bay Recreation District  
625 Barefoot Blvd.  
Barefoot Bay, FL 32976

Dear Mr. Coffey,

I am the Valley Bank Market Manager of the Barefoot Bay branch and we are excited to celebrate the 50<sup>th</sup> anniversary of Barefoot Bay. We would like to host a barbecue on September 8<sup>th</sup>, 2021 from 12 Noon to 2 PM on the field that is located near our branch for the residents of Barefoot Bay. We would rent the tent, table and chairs for the event, as well as have it catered.

Based on your feedback we need to reserve the field and obtain approval with the Board of Trustees of Barefoot Bay Recreation District (BBRD). We kindly ask that you consider granting us an approval for the use of the field to host our event. Our Barefoot Bay Team is excited to meet and greet all of the BBRD residents and support them with all of their financial needs.

We look forward to your favorable response. Should you have any questions, please don't hesitate to connect with me.

Sincerely,

A handwritten signature in black ink that reads 'Kimberly Hewatt'.

Kimberly Hewatt  
VP, Market Manager  
321-591-1738  
[khewatt@valley.com](mailto:khewatt@valley.com)

## Board of Trustees

## Meeting Agenda Memo

Date: Friday, August 13, 2021

Title: **Discussion of Calling a Referendum Election to Increase the Charter Spending Authority**

Section & Item: 9.C

Department: Administration, District Clerk

Fiscal Impact: TBD (Costs of holding Referendum Election/Publication)

Contact: Jeff Grunow, Trustee, Secretary, Cliff Repperger, General Counsel, General Counsel, John Coffey, Community Manager

Attachments: Excerpt from July 10, 2020 BOT Meeting Agenda Package

Reviewed by

General Counsel: Yes

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



### Requested Action by BOT

Consideration of Trustee Grunow's proposal to call for an referendum election to increase the \$25,000 threshold.

### Background and Summary Information

In 2007, the Florida Legislature passed HB 1157(2007-293, Laws of Florida) authorizing an increase in the BBRD Charter expenditure limitation as provided in Article IV, Section 13 of the BBRD Charter from \$25,000 up to \$125,000.

Referenda initiatives were placed on the ballots in 2007 (\$125,000), 2011 (\$75,000), and 2014 (\$75,000), and each prior initiative failed to gain required approval by the registered electors of the District. The 2020 BOT sought to place an initiative on the 2020 General Election ballot to increase the threshold to \$50,000 but later withdrew the initiative.

Trustee Grunow requested this topic be placed on the agenda for discussion and consideration.

Staff requests direction regarding this matter.

**Board of  
Trustees**

**Meeting Agenda Memo**

Date: Friday, July 10, 2020  
Title: **Resolution Calling for Referendum Election/Charter Spending Authority**  
Section & Item: 8.B  
Department: Administration, District Clerk  
Fiscal Impact: Costs of Referendum Ballot Preparation, Drafting, and Translation  
Contact: Cliff Repperger, General Counsel, General Counsel, John W. Coffey ICMA-CM, Community Manager  
Attachments: Draft Resolution Calling for Referendum Election November 3 2020 Barefoot Bay Recreation District Charter  
Reviewed by  
General Counsel: Y  
Approved by: John W. Coffey, ICMA-CM, Community Manager



**Requested Action by BOT**

Consider approval of a Resolution calling for a Referendum Election to be held in conjunction with the General Election on November 3, 2020. If approved, the Board of Trustees would forward a proposed Resolution calling for a Referendum Election to the Brevard County Board of County Commissioners for consideration/adoption.

**Background and Summary Information**

In 2007, the Florida Legislature passed HB 1157(2007-293, Laws of Florida) authorizing an increase in the BBRD Charter expenditure limitation as provided in Article IV, Section 13 of the BBRD Charter from \$25,000 up to \$125,000.

Referenda initiatives were placed on the ballots in 2007 (\$125,000), 2011 (\$75,000), and 2014 (\$75,000), and each prior initiative failed to gain required approval by the registered electors of the District.

On June 23, 2020, the Board of Trustees discussed the application of the BBRD Charter expenditure limitation, particularly as it applies to limitations on the Board's ability to acquire distressed properties as part of the Neighborhood Revitalization Program (NRP) for the benefit of the Barefoot Bay community.

After determining that a modest increase in the expenditure limitation up to \$50,000 (well below the maximum amount authorized by the Legislature) would be of great benefit in improving the Board's ability to purchase NRP properties, the Board authorized the drafting of a resolution calling for a referendum election to be held in conjunction with the General Election on November 3, 2020.

The Supervisor of Elections Office has advised that ballot preparation costs could be applied if the referendum causes the ballot to exceed its current page limit. Also, a Spanish language translation fee of approximately \$100.00 will apply.

**RESOLUTION 2020-\_\_\_\_\_**

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA CALLING A REFERENDUM ELECTION ON NOVEMBER 3, 2020 ON THE QUESTION OF WHETHER THE CHARTER OF THE BAREFOOT BAY RECREATION DISTRICT SHOULD BE AMENDED TO AUTHORIZE THE BAREFOOT BAY RECREATION DISTRICT BOARD OF TRUSTEES TO ENTER INTO CONTRACTS INVOLVING THE PURCHASE, LEASE, CONVEYANCE OR OTHER MANNER OF ACQUISITION OF COMMON REAL OR TANGIBLE PERSONAL PROPERTY WHERE THE COST, PRICE, OR CONSIDERATION FOR SUCH ACQUISITION DOES NOT EXCEED \$50,000 WITHOUT A TWO-THIRDS VOTE OF THE BOARD OF TRUSTEES AND REFERENDUM APPROVED BY THE ELECTORS OF THE DISTRICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

**BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA:**

**SECTION 1. AUTHORITY FOR RESOLUTION.** This resolution is adopted pursuant to the authority of the Board of County Commissioners of Brevard County, Florida pursuant to Section 418.30, Florida Statutes regarding amendment of the charter of a Mobile Home Recreation District, and any other applicable provisions of law.

**SECTION 2. FINDINGS.** It is hereby found and determined as follows:

- A. A charter has been adopted for the Barefoot Bay Recreation District entitled "Charter of the Barefoot Bay Recreation District;"
- B. The Barefoot Bay Recreation District Board of Trustees, has proposed certain amendments to the Charter of the Barefoot Bay Recreation District;"
- C. Section 418.30, Florida Statutes requires proposed amendments to a recreation district charter to be approved by a vote of the electors of the District and subsequently incorporated into an ordinance of the county or municipality which established said District;
- D. The general election to be held on November 3, 2020, is an appropriate and desirable date for the conduct of a concurrent referendum election;
- E. All things required to be done prior to the calling of a referendum election on the question of amending the Charter of the Barefoot Bay Recreation District have been done and it is now desirable to call the necessary referendum election.

**SECTION 3. REFERENDUM ELECTION.** A referendum election is hereby called and ordered to be held concurrently with the general election to be held on November 3, 2020, to



determine whether or not the amendment recited in Section 7 below to the Charter of the Barefoot Bay Recreation District shall be approved.

**SECTION 4. NOTICE OF REFERENDUM ELECTION.** This resolution shall be published twice in full as part of the Notice of Referendum Election, together with a notice in substantially the form attached hereto as Exhibit "A," in *Florida Today*, a newspaper of general circulation in the Barefoot Bay Recreation District. The publication shall be made by the Clerk to the Barefoot Bay Recreation District Board of Trustees at least thirty (30) days prior to the election; once in the fifth week and once in the third week prior to the week in which the election is to be held.

**SECTION 5. PLACES OF VOTING, INSPECTORS, CLERKS.** The polls will be open at the voting places on the date of such referendum election during the hours prescribed by law. All qualified electors shall be entitled and permitted to vote at such referendum election on the proposition provided below. The places of voting and the inspectors and clerk for the referendum election shall be those designated by the Supervisor of Elections of Brevard County, Florida.

**SECTION 6. OFFICIAL BALLOT.** The ballots to be used in the referendum election shall contain one question describing the proposed amendment to the Charter of the Barefoot Bay Recreation District, and shall be in substantially the following form:

**BALLOT**

**Barefoot Bay Recreation District, Brevard County, Florida**

**NO. 1**

**BAREFOOT BAY RECREATION DISTRICT CHARTER AMENDMENT  
ARTICLE IV. 13.**

Shall the Barefoot Bay Recreation District Charter be amended to increase the Board of Trustees' common real or tangible personal property acquisition spending limit from \$25,000.00 to \$50,000.00?

YES (for approval)

NO (for rejection)

**SECTION 7. CHARTER AMENDMENT.** The full text of the amendments shall be as follows:

**A.** (Attached Draft Charter Ordinance with Amendments reflected specifically incorporated herein as Exhibit "B")

**B.** The above amendments shall take effect upon the adoption of an Ordinance of the Board of County Commissioners of Brevard County, Florida incorporating those amendments to the Charter of the Barefoot Bay Recreation District as approved of by the electorate.

**SECTION 8. PAYMENT OF REFERENDUM ELECTION EXPENSES.** The Barefoot Bay Recreation District shall pay all lawful expenses associated with conducting the referendum election.

**SECTION 9. VOTER REGISTRATION BOOKS.** The Supervisor of Elections for Brevard County is hereby authorized and requested to furnish to the inspectors and clerks at each place where the votes are to be cast in such referendum election, applicable portions of the registration books or certified copies thereof showing the names of the qualified electors.

**SECTION 10. ELECTION ADMINISTRATION.** The referendum election shall be held and conducted in the manner prescribed by law and shall, as soon as practicable, be returned and canvassed in the manner prescribed by law. The result shall show the number of qualified electors who voted at such referendum election and the number of votes cast respectively for and against approval of the amendment. Upon certification in the manner prescribed by law, the results shall be recorded in the minutes of the Board of County Commissioners of Brevard County, Florida.

**SECTION 11. ELECTION RESULTS.** If the majority of the votes cast at such a referendum election shall be "Yes (for approval)", the amendment shall pass.

**SECTION 12. SEVERABILITY.** In the event that any work, phrase, clause, sentence or paragraph hereof shall be held invalid by any court or competent jurisdiction, such holding shall not affect any other word, clause, sentence or paragraph hereof.

**SECTION 13. REPEALING CLAUSE.** All resolutions or other actions of Brevard County which are in conflict herewith are hereby repealed to the extent of such conflict or inconsistency.

**SECTION 14. EFFECTIVE DATE.** This resolution shall take effect immediately upon adoption.

**DONE, AND ADOPTED** in Regular Session of the Board of County Commissioners of Brevard County, Florida this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
OF BREVARD COUNTY, FLORIDA

\_\_\_\_\_  
CLERK

By: \_\_\_\_\_  
BRYAN LOBER, CHAIR

**EXHIBIT “A”**

**NOTICE OF REFERENDUM ELECTION ON  
AMENDMENTS TO CHARTER OF THE BAREFOOT BAY RECREATION DISTRICT**

Notice is hereby given that a referendum election shall be held to consider certain amendments to the Charter of the Barefoot Bay Recreation District. The referendum election shall be held on November 3, 2020, at which the questions described in the following resolution number 2020-\_\_\_\_\_ adopted by the Board of County Commissioners of Brevard County, Florida, on the \_\_\_\_\_ day of \_\_\_\_\_ shall be submitted to the electors:

[RECITE RESOLUTION]

**EXHIBIT "B"**

ORDINANCE NO. \_\_\_\_\_ -

AN ORDINANCE AMENDING ORDINANCE NO. 84-05 WHICH CREATED THE CHARTER OF THE BAREFOOT BAY RECREATION DISTRICT, AS AMENDED BY ORDINANCE NO. 96-53; ORDINANCE NO. 08-03; ORDINANCE 12-01; AND ORDINANCE 18-22; SPECIFICALLY AMENDING ARTICLE IV, SECTION 13 TO AUTHORIZE THE BAREFOOT BAY RECREATION DISTRICT BOARD OF TRUSTEES TO ENTER INTO CONTRACTS INVOLVING THE PURCHASE, LEASE, CONVEYANCE OR OTHER MANNER OF ACQUISITION OF COMMON REAL OR TANGIBLE PERSONAL PROPERTY WHERE THE COST, PRICE, OR CONSIDERATION FOR SUCH ACQUISITION DOES NOT EXCEED \$50,000 WITHOUT A TWO-THIRD VOTE OF THE BOARD OF TRUSTEES AND REFERENDUM APPROVED BY THE ELECTORS OF THE DISTRICT; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

**WHEREAS**, the 1983 Florida Legislation has authorized the creation of independent special districts known as "mobile home park recreation districts" by the enactment of Sections 34 through 38 of Chapter 83-204, Laws of Florida; and

**WHEREAS**, the residents of Barefoot Bay, a mobile home subdivision located in Brevard County, Florida, petitioned the Board of County Commissioners of Brevard County to establish such a mobile home park recreation district for the said Barefoot Bay subdivision; and

**WHEREAS**, the formation of such a mobile home park recreation district for Barefoot Bay enabled the residents thereof to acquire, by and through the trustees of the district, ownership and operation of certain recreation facilities and common areas located within Barefoot Bay; and

**WHEREAS**, the Board of County Commissioners of Brevard County created such a district for Barefoot Bay by way of Ordinance 84-05, which was approved of by a majority of the electors residing in the proposed district; and

**WHEREAS**, Ordinance 84-05 has subsequently been amended by Ordinance 96-53, Ordinance 08-03, Ordinance 12-01, and Ordinance 18-22 adopted by the Board of County Commissioners of Brevard County which collectively represent the Charter for Barefoot Bay Recreation District; and

**WHEREAS**, Barefoot Bay, as described herein, is a "mobile home park recreation district" under Chapter 83-204, Laws of Florida; and

**WHEREAS**, the Board of Trustees of Barefoot Bay Recreation District have recently voted to propose the electors of the district certain amendments to the district Charter; and

**WHEREAS**, the electors have approved of the amendments to the Charter so proposed in a referendum election held on November 3, 2020; and

**WHEREAS**, in 2007, the Legislature of the State of Florida passed HB 1157, 2007-293, Laws of Florida, which provides authority for amendments to the Barefoot Bay Recreation District Charter regarding the District Board of Trustees' current spending limit of Twenty-five Thousand Dollars (\$25,000.00) to be made up to the limit of One Hundred and Twenty-Five Thousand Dollars (\$125,000.00), if approved by the registered electors of the District;

**NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA, that:**

**Section 1.** ARTICLE IV of the Charter of the Barefoot Bay Recreation District as established by Ordinance 84-05 as amended by Ordinance 96-53, Ordinance 08-03, Ordinance 12-01, and Ordinance 18-22, shall be amended to read as follows:

#### ARTICLE IV

#### POWERS OF DISTRICT

As provided in Section 36 of Chapter 83-204, Laws of Florida, the Barefoot Bay Recreation District shall have the following powers, and all further or additional powers as may be necessary or useful in order to exercise the following powers:

1. To sue and be sued and to have a corporate seal.
2. To contract and be contracted with.
3. To acquire, purchase, construct, improve, equip and maintain streets and lights, recreation facilities and other common areas of all types, including real and personal property within the area set forth in Article III above, whether such acquisition is by purchase, lease, gift or otherwise.
4. To levy and assess a special assessment known as a "recreation district tax" against all improved residential parcels within the district for the purpose of providing funds to implement the powers of the district, subject to the provision of Article VI herein-below.

Attachment to August 3, 2021 BOT Meeting Agenda  
Materials from July 10, 2020 BOT Meeting Agenda

5. To issue bonds or notes to finance, in whole or in part, the cost of construction, acquisition or improvement of common real or personal property of the district. The trustees of the district, in determining such costs, may include all costs and estimated costs of the issuance of the bonds or notes; all engineering, inspection, fiscal and legal expenses; all costs of preliminary surveys, plans, maps and specifications; initial reserve funds for debt service; the costs of the services of persons, firms, corporations, partnerships or associations employed, or consultants, advisors, engineers or fiscal, financial or other experts in the planning, preparation and financing of the district. The trustees are also hereby authorized to employ and to enter into agreements or contracts with consultants, engineers, attorneys, certified public accountants or fiscal, financial or other experts for the planning, preparation and financing of the district or any asset thereof upon such terms and conditions as the trustees deem desirable and proper. The district may pledge to the punctual payment of bonds, notes or revenue certificates and interest thereon an amount of the revenue from the special assessments known as recreation district taxes, as well as fees derived from the use of facilities and services of the district, including acquisitions, extensions and improvements thereof, sufficient to pay the bonds, notes and revenue certificates and the interest thereon, as the same shall become due, and to create and maintain reasonable reserves therefor.
6. To operate and maintain recreational facilities or to enter into arrangements with others for such operation and maintenance pursuant to contract, lease or otherwise.
7. To establish, charge and collect such reasonable fees as may be from time to time established by the trustees of the district for admission to or use of recreational facilities by residents and non-resident owners within the district, their family members, and guests, and such other persons and groups as the Trustees may authorize from time to time, and to apply such fees to the operation, maintenance, improvement, enlargement or acquisition of recreational facilities, or to the payment of bonds, notes or revenue certificates of the district.
8. To adopt and enforce rules for the use of the recreational facilities owned or operated by the district.
9. To employ all personnel, including private security guards deemed necessary for the operation and maintenance of the facilities of the district.
10. To adequately insure the facilities, properties and operations of the district, as well as the trustees of the district jointly and severally in the performance of their duties.
11. To buy, sell, property, rent or lease real and personal property, and to deliver purchase money notes in connection with the acquisition of property.
12. To adopt rules and regulations not inconsistent with existing deed restrictions and to use district funds in the administration and enforcement of such rules, regulations and deed restrictions. The Barefoot Bay Recreation District shall have the specific power to enforce those restrictions appearing in the following deeds of restrictions

Attachment to August 3, 2021 BOT Meeting Agenda  
Materials from July 10, 2020 BOT Meeting Agenda

and amended deeds of restrictions recorded in the official records of Brevard County, Florida, and all future amendments thereto:

<u>Official Record Book</u>	<u>Page</u>
OR 1093	496
OR 1101	466
OR 1101	473
OR 1101	480
OR 1101	487
OR 1110	925
OR 1129	587
OR 1151	118
OR 1248	559
OR 2247	1359
OR 2391	2461

13. To enter into contracts involving the purchase, lease, conveyance or other manner of acquisition of common real or tangible personal property. In any instance when the cost, price or consideration for such acquisition exceeds ~~Twenty-five Thousand Dollars (\$25,000.00)~~ **Fifty Thousand Dollars (\$50,000.00)**, including all obligations proposed to be assumed in connection with such acquisition, such purchase, lease, conveyance or acquisition shall not be approved unless and until:
- The trustees, by two-thirds (2/3) vote, have approved the terms and conditions of such acquisition by written resolution;
  - Within not less than thirty (30) nor more than sixty (60) days after the date of the resolution, the trustees certify the resolution to the Supervisor of Elections of Brevard County for a referendum election;
  - A majority of the qualified electors of the district approve the resolution by referendum election.

**Section 2.** The above amendments were submitted to and approved by the electors of the district at a referendum election held on the 3<sup>rd</sup> day of November 2020.

**Section 3.** If any provision of this ordinance or the application thereof to any person or circumstances is held invalid, the invalidity shall not effect the other provisions or applications of the ordinance which can be given effect without the invalid provision or application, and to this end, the provisions of this ordinance are declared severable.

**Section 5.** This ordinance shall take effect immediately upon its adoption.

DONE AND ADOPTED in Regular Session, this \_\_\_\_\_ day of \_\_\_\_\_,  
2020.

ATTEST: BOARD OF COUNTY COMMISSIONERS OF  
BREVARD COUNTY, FLORIDA

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



## Board of Trustees

## Meeting Agenda Memo

Date: Friday, August 13, 2021  
Title: Shopping Center Leases – Shaw Medical Group-CVO  
Section & Item: 9.D  
Department: Administration, Finance  
Fiscal Impact: \$6,390 annually (Rent, CAM and Real Estate Tax on 487 square feet).  
Contact: John Coffey, Community Manager, Charles Henley, Finance Manager  
Attachments: 9010320 Shaw Medical Group 2020 Lease, CVO 5 Year Lease Effective March 1 2021.doc  
Reviewed by General Counsel:  
Counsel: Yes  
Approved by: John W. Coffey, ICMA-CM, Community Manager



### Requested Action by BOT

Consideration and possible authorization of:

Exchange of Leasehold Interests by the CVO and Shaw Medical Group and amendments to existing lease agreements.

### Background and Summary Information

On May 26, 2020, the BOT voted to enter into a 5-year lease agreement with Shaw Medical Group to lease Building 1, Suite 3 and part of Suite 4 beginning August 1, 2020.

On January 26, 2021, the BOT voted to enter into a 5 year no-cost lease agreement with the CVO to lease Building 1, Suite 5 and part of Suite 4 beginning March 1, 2021.

On June 22, 2021, the BOT authorized a 4-year lease by Shaw Medical Group of the Old Veterans Service Office, Building 1, Suite 6.

Shaw Medical Group and the CVO have reached an agreement in principle to exchange leasehold interests so that Shaw Medical Group would amend its current lease to include Building 1, Suite 5 and part of Suite 4 and the COV would amend its lease to assume Building 1, Suite 6, if approved by the BOT.

If approved by the BOT, the exchange of interests would result in an additional 487 square feet of BBRD commercial space generating rent, CAM, and Real Estate Tax income.

Staff recommends the BOT: **(1)** Rescind its action taken on June 22, 2021 authorizing the lease of Building 1, Suite 6 by Shaw Medical Group; **(2)** Authorize an amendment to the current lease with the CVO to exchange its current leased space for Building 1, Suite 6; **(3)** Authorize an amendment to the current lease with Shaw Medical Group to add Building 1, Suite 5 and part of Suite 4; and **(4)** Authorize the Chairman to execute the amended agreements when drafted.

## LEASE AGREEMENT

THIS LEASE AGREEMENT is made and entered into this 18<sup>th</sup> day of July, 2020 by and between BAREFOOT BAY RECREATION DISTRICT, a mobile home park recreation district organized and existing under the provisions of Section 418.30, et seq., Florida Statutes and Brevard County Ordinance No. 84-05, 625 Barefoot Blvd., Barefoot Bay, FL 32976 (hereinafter referred to as "Lessor") and SHAW MEDICAL GROUP, LLC, 8000 Ron Beatty Blvd., Suite B-5, Micco, FL 32976 (hereinafter referred to as "Lessee").

### **WITNESSETH:**

That Lessor, for and in consideration of the rents hereinafter to be paid by Lessee and the covenants herein to be made and kept by Lessee, hereby demises and leases unto Lessee that certain premises located in Brevard County, Florida, to wit:

Bldg. 1, Suite 3 located at:  
935 Barefoot Blvd.,  
Barefoot Bay, FL 32976

#### **1. Term.**

(a) The initial term of this Lease shall be for a period of five (5) years commencing on August 1, 2020 which shall be deemed to be "Commencement Date" of this Lease, regardless of the date on which rental payments first become due pursuant to Paragraph 2 of this Lease Agreement and ending on July 31, 2025.

(b) Provided that the Lessee is not in default of any provisions of this Lease Agreement, within sixty (60) days of the expiration of the initial term (or any renewal term), unless such time period is waived by Lessor, Lessee and Lessor may agree to renew or extend said Lease for three (3), five (5) year renewal term periods upon the same terms, covenants and conditions as set forth herein, except as to the payment of rent as provided in Paragraph 2.

#### **2. Rent.**

(a) Tenant shall not be required to make monthly rental payments for the first two (2) months of this Lease Agreement beginning on the Commencement Date of August 1, 2020. Thereafter, monthly rental payments shall begin on October 1, 2020. The base rent payable by Lessee to Lessor during the first year of this Lease Agreement (from August 1, 2020 to July 31, 2021) is \$760.83 per month. At the time monthly rental payments are made, Lessee agrees to pay to Lessor all applicable Florida and local sales and use taxes that arise because of payment of rent, Common Area Maintenance (CAM) charges, and property tax to Lessor. Furthermore, Lessee also agrees to pay, at the time rental payments are made their proportionate share of ad-valorem and non-ad valorem property taxes for the shopping center, which will be adjusted to actual at each year end. The estimated proportionate share of property taxes at the start of the lease is \$102.71 per month. The Lessee also agrees to pay, at the time rental payments are made their proportionate share of CAM charges in the amount of \$123.26 per month. Said CAM

  
Lessor's Initial

PS  
Lessee's Initial

charges may be increased from time to time pursuant to Paragraph 9(b) of this Agreement. Commencing from the Rental Payment Start date of this Agreement, Lessee agrees to pay to the Lessor throughout the term of this Lease its proportionate share of all property taxes which may be levied against the property by any taxing authority including all applicable assessments, without any allowance for any discount. Sales tax on the amounts stated herein at the commencement of this Lease Agreement is anticipated to be: **\$64.14**. Total monthly payment due from Lessee to Lessor at the commencement of this Lease Agreement is estimated to be: **\$1050.94**.

Each monthly installment of rent, real estate taxes, CAM charges, and sales taxes shall be due and payable in advance or on the first day of each and every month during the term of the Lease without deduction, offset, prior notice or demand. If any of said payments are not received within five (5) days of the date due, Lessee shall pay Lessor a Twenty-Five and 00/100 Dollars, (\$25.00), late fee. If the lease term commences on a date that is not the first day of the month, or if the lease termination date is not the last day of the month, a prorated monthly installment shall be paid at the then current rate for the fractional month during which the Lease commences and/or terminates.

(b) All rental installments, together with any other payments required to be made by Lessee to Lessor hereunder, shall be payable with United States currency at the office of Lessor located at 625 Barefoot Boulevard, Barefoot Bay, Florida, 32976 or at such other location as may be hereafter specified by Lessor to Lessee.


(c) The base rent provided for in Paragraph 2(a) shall remain fixed during the first year of this Lease Agreement. Thereafter, beginning on August 1, 2021, and occurring annually on August 1 of each successive year of the initial term and each successive year of any renewal period, the total amount of annual base rent provided for in Paragraph 2(a) shall be increased each and every year by two percent (2.0%).

3. **Past Due Rent.** All past due rent, including any other payment required to be made by Lessee to Lessor, and any other amount which Lessor has advanced in order to cure Lessee's default hereunder, shall bear interest at the rate of eighteen percent (18%) per annum from the date due, or that date of payment, as the case may be, until repaid. Any amounts advanced by Lessor pursuant to the terms and provisions of this Lease, shall be repaid to Lessor by Lessee within ten (10) days after written demand therefore.

4. **Security for Payment of Rents.** Lessee hereby pledges with and assigns unto Lessor all of the furniture, fixtures, goods and chattels of said Lessee which may be brought or put on the leased premises, and which are presently on said premises, as security for the payment of the rents herein reserved, and agrees that Lessor's lien for the payment of said rent may be enforced by distress, foreclosure or otherwise at the option of Lessor.

5. **Security Deposit; Key Deposit:**

(a) Concurrently with Lessee's execution of this Lease, Lessee shall deposit with Lessor the sum of **\$1,973.60**. Said sum shall be held by Lessor as a security deposit for the

  
Lessor's initial

  
Lessee's Initial

faithful performance by Lessee of all of the terms, covenants and conditions of this Lease to be kept and performed by Lessee during the term hereof. If Lessee defaults with respect to any provision of this Lease, including but not limited to, the provision relating to the payment of rent and any of the monetary sums due herewith, Lessor may (but shall not be required to) use, apply or retain all or any part of this security deposit for the payment of any amount which Lessor may spend by reason of Lessee's default or to compensate Lessor for any other loss or damage which Lessor may suffer by reason of Lessee's default. If any portion of said deposit is so used or applied, Lessee shall, within ten (10) days after written demand therefore, deposit cash with Lessor in an amount sufficient to restore the security deposit to its original amount; Lessee's failure to do so shall be a material breach of this Lease. Lessor shall not be required to keep the security deposit separate from Lessor's general funds, and Lessee shall not be entitled to interest on such deposit.

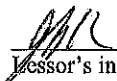
(b) If Lessee shall fully and faithfully perform every provision of this Lease to be performed by Lessee, the security deposit or any balance thereof shall be returned to Lessee (or, at Lessor's option, to the last assignee of Lessee's interest hereunder) at the expiration of the lease term and after Lessee has vacated the leased premises. In the event of termination of Lessor's interest in this Lease, Lessor shall transfer said deposit to Lessor's successor-in-interest whereupon Lessee agrees to release Lessor from liability from the return of such deposit or the account therefore.


(c) In addition to the security deposit required as provided herein above, Lessee shall deposit with Lessor the sum of Twenty-Five and 00/100 Dollars (\$25.00) for each key to the leased premises provided to Lessee by Lessor. If Lessee at any time requires a replacement key or fails to return all keys to the leased premises to Lessor upon termination of this Lease, Lessor may retain the applicable key deposit to compensate Lessor for all costs incurred in replacing the lost or unreturned key(s). Upon termination of this Lease and Lessee's return of the key(s) to the leased premises to Lessor, Lessee shall be entitled to the return of the applicable key deposit.

#### 6. Taxes.

(a) During the term hereof, Lessee shall, pay prior to delinquency, all taxes assessed against and levied upon fixtures, furnishings, equipment and all other personal property of Lessee contained in the leased premises, and when possible, Lessee shall cause said fixtures, furnishings, equipment and other personal property to be assessed and billed separately from the real property of Lessor. In the event any or all of Lessee's fixtures, furnishings, equipment and other personal property shall be assessed and taxed with Lessor's real property, Lessee shall pay to Lessor in share of such taxes within ten (10) days after delivery to Lessee by Lessor of a statement in writing setting forth the amount of such taxes applicable to Lessee's property. For the purpose of determining said amount, figures supplied by the Brevard County Property Appraiser as to the amount so assessed shall be conclusive. Lessee shall comply with the provisions of any law, ordinance or rule of taxing authorities which requires Lessee to file a report of Lessee's property located in the leased premises.


(b) Lessor shall also pay or cause to be paid, prior to delinquency, all real estate taxes and assessments levied or charged against the leased premises.


  
Lessor's initial

  
Lessee's Initial

7. **Alterations and Additions.** Lessee shall not make or allow to be made any alterations or physical additions or improvements in or to the leased premises without first obtaining the written consent of Lessor. Unless otherwise agreed to in writing, any alterations, physical additions or improvements to the leased premises made by Lessee shall at once become the property of Lessor and shall be surrendered to Lessor upon the termination of this Lease; provided, however, this clause shall not apply to movable equipment or furniture owned by Lessee which may be removed by Lessee at the end of the term of this lease if Lessee is not then in default and if such equipment and furniture is not then subject to any other rights, liens and interests of Lessor. If required by Lessor, such alterations, additions or improvements shall be removed by Lessee upon the expiration or sooner termination of the term of this Lease and Lessee shall repair damage to the premises caused by such removal, all at Lessee's cost and expense. Lessee shall submit to Lessor plans and specifications for all alterations, demolitions, and additions at the time Lessor's consent is sought. Specifically, Lessee shall provide Lessor plans for all work planned to modify electrical, HVAC, plumbing and/or structural changes (excluding non-load bearing walls), a minimum of ten (10) business days prior to commencement of work so Lessor's engineers can review such plans for compliance with any applicable building and life safety codes. Lessee agrees that Lessor shall have the right to inspect any work after completion. Lessee is solely responsible for applying for, paying for, and obtaining any and all applicable permits required for any planned alteration, demolition, or addition to the leased premises. Lessee shall only modify non load-bearing walls. Bathroom modifications shall be minor unless otherwise approved by Lessor in advance. Lessee shall be responsible for any enforcement action brought by any applicable permitting agency for failure to obtain required permitting prior to performing any alteration, demolition, or addition.

8. **Maintenance and Repair.** Lessor agrees to repair and maintain in good condition the roof, roof drains, sewers, outside walls, foundations and structural portions of the leased premises. Lessor specifically agrees to: 1. Remove accessory items left (including but not limited to capping of pipes where applicable) behind by former tenant; 2. Remove existing flooring prior to the Commencement Date of Lease; 3. Remove all plumbing fixtures and piping installed by the prior tenant (sections of walls removed to facilitate this work shall be patched by Lessor, but not painted); and 4. Install new ceiling tiles and vents where missing, damaged, or excessively aged after buildout by Lessee. Other than as specifically provided herein, Lessee shall be responsible for all other repairs and maintenance necessary including, but not limited to, work on the storefront, show windows, windows, door locks and hardware, window glass, interior decoration and painting, plumbing, heating, air conditioning and electrical facilities. Lessee shall enter into a bi-annual maintenance contract of the HVAC unit, and shall provide a copy of the contract and proof of annual service to the Lessor. Failure to do so will result in the Lessee responsibility for replacement of the air-conditioning unit. Lessee shall do all things necessary to keep the leased premises (except the roof, roof drains, sewers, outside walls, foundations and structural portions of the leased premises, which shall be maintained by Lessor), including the sidewalks and area adjacent to the leased premises, in a clean, neat and sanitary manner and in compliance with all laws, ordinances, rules and regulations of any public authority and in compliance with such rules and regulations that may be adopted from time to time by the Lessor that are applicable to all tenants in the Shopping Center of which the leased premises is

  
Lessor's initial

  
Lessee's Initial

apart. Lessee shall also be solely responsible for all repairs required as a result of the negligent or intentional acts or omissions of Lessee or Lessee's guests or invitees.

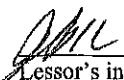
9. **Services.**


(a) Lessee shall during the term hereof pay prior to delinquency all charges for all electrical, water, sewer, garbage and telephone service to the leased premises and shall hold Lessor harmless from any liability there from.

(b) Lessor shall provide for maintenance and repair of parking and common areas of the Shopping Center. Except as specifically provided for herein, Lessor shall not be obligated to provide any services to Lessee. In addition, Landlord does not warrant that any such services provided to Lessee will be free from interruption due to causes beyond Lessor's control. In the event of an interruption of such services or delay in the restoration of such services, the same shall not be deemed an eviction or disturbance of Lessee's use and possession of the leased premises or rendered Lessor liable to Lessee for damages by abatement of rent or otherwise, nor shall the same relieve Lessee from performance of Lessee's obligations under this Lease.

Lessee shall pay Lessor its proportionate share of the cost of repair and maintenance expenses of the parking and common areas of the Shopping Center, including, but not limited to cleaning, common area utilities and repairs, maintenance, and replacement of sidewalks, landscaping, roofs, and painting and hurricane protection. Said proportionate share shall be based on the square footage of building which is occupied when repairs are made. At the start of the lease, in order to ensure that the parking area and common areas are properly maintained, Lessee shall pay Lessor \$123.26 a month, in advance, along with the proportionate property tax and required rental payments. In the event that the monthly CAM payment does not satisfy the cost of said maintenance, Lessee shall pay Lessor his proportionate share of excess within ten (10) days of receipt of the statement which evidences such excess payment. If Lessee fails to make said payment within ten (10) days of receipt of said statement, Lessee shall pay Lessor a One Hundred Dollar (\$100.00) late fee for every month said payment is not made. In the event Lessee does not pay said common area maintenance expense for two consecutive months, Lessor, at its option, may terminate said lease and take all remedies permitted by Paragraph 21 herein.

10. **Parking.** No part of any parking area adjoining the leased premises is leased hereunder. Lessor agrees that a parking areas shall be available to and used by, customers of Lessee along with customers of other tenants of other portions of the building of which the leased premises form a part, and subtenants and concessionaires thereof. Said parking area shall not be used by Lessee, subtenant, or concessionaire, except with the written consent of Lessor, in which event said Lessee, subtenant, concessionaire or employee shall park their automobiles in such place or places as shall be designated by Lessor. Lessor shall have the right to at any time, and from time to time, to establish rules and regulations for the operation of said parking area. Lessee further agrees that upon written notice from Lessor, Lessee shall provide Lessor a list of the automobile license number assigned to Lessee's car and all employees or agents.

  
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11. **Use.**

(a) The leased premises shall be used and occupied by Lessee as medical care and treatment facility and for no other purpose without the prior written consent of Lessor.

(b) **Suitability.** Lessee acknowledges that neither Lessor nor any agent of Lessor has made any representation or warranty with respect to the leased premises or with respect to the suitability of the leased premises for the conduct of Lessee's business, nor has Lessor agreed to undertake any modification, alteration or improvement to the leased premises except as provided in this Lease. The taking of possession of the leased premises by Lessee shall conclusively establish that the leased premises were at such time in satisfactory condition.

(c) **Lessee's Acceptance.** Lessee accepts the leased premises in the condition they are in on the date this Lease commences or Lessor grants occupancy, which ever occurs first. Lessee hereby acknowledges that it has received the leased premises in a thoroughly good and tenantable order, safe condition and repair of which the execution of this Lease, and Lessee's taking of possession hereunder shall be conclusive evidence.

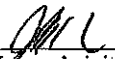
(d) **Zoning and Occupational License.** Lessee shall be solely responsible to determine that the purpose for which he intends to use the leased premises is allowed under the current zoning and occupational license rules and regulations. Lessor makes no representations as to the permissible uses under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


(e) **Uses Prohibited.** Lessee hereby agrees that:

(i) Lessee shall not do or permit anything to be done in or about the leased premises nor bring to keep anything therein which will in any way increase the existing rate or affect any fire or other insurance upon the leased premises or the real property of which the premises are a part or of any of its contents (unless Lessee shall pay any increased premium as a result of such use or acts), or cause a cancellation of any insurance policy covering said premises or real property or any part thereof or any of its contents, nor shall Lessee sell or permit to be sold in or about said premises any articles which may be prohibited by a standard form policy of fire insurance.

(ii) Lessee shall not do or permit anything to be done in or about the leased premises which will in any way obstruct or interfere with the rights of other tenants or occupants of adjacent property or injure or annoy them or use or allow the leased premises to be used for any unlawful or objectionable purpose, nor shall Lessee cause, maintain or permit any nuisance in, on or about the leased premises.

(iii) Lessee shall not use the leased premises to permit anything to be done in or about the leased premises which will in any way conflict with any law, statute, ordinance or governmental rule or regulation or requirement of duly constituted public authorities now in force or which may hereafter be enacted or promulgated.

  
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(iv) Lessee shall not leave the leased premises unoccupied or vacant. Throughout the term of this lease, the Lessee shall conduct and carry on in the leased premises the type of business for which the leased premises are leased.

(v) Lessee is prohibited from conducting business from 10:00 p.m to 5:00 a.m., unless the Lessor consents in writing. Twenty-four hour operations are strictly prohibited.

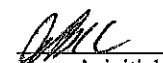
12. **Insurance.**

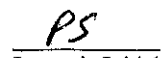
(a) **Public Liability.** Lessee shall, at Lessee's sole cost and expense, but for the mutual benefit of Lessor and Lessee, maintain throughout the term of this Lease general public liability insurance against claims for personal injury, death or property damage occurring in, or about the leased premises, and in, on, or about the sidewalks directly adjacent to the leased premises and such other areas as Lessee, Lessee's officers, agents, employees, contractors and invitees shall have the right to use pursuant to this Lease. Such insurance shall have a minimum coverage of \$500,000.00 for single occurrence and \$1,000,000.00 for more than one occurrence.

(b) **Fire and Extended Coverage.** Lessor shall take out and keep in force during the term of this Lease, at Lessor's expense, fire and extended coverage insurance on the building within which the leased premises are located, exclusive of Lessee's fixtures, personal property and equipment, in an amount determined by Lessor.

(c) **Miscellaneous.** The insurance policy or policies required hereunder of Lessee shall be written in companies licensed to do business in Florida, selected by Lessee, subject to the approval of such companies by Lessor. Lessee shall, prior to opening for business in the leased premises, furnish from the insurance companies: certificates of coverage evidencing the existence and amounts of such insurance. All such policies of insurance shall be issued in the name of Lessor and Lessee and for the mutual and joint benefit and protection of the parties hereto, but in no event shall such policies limit Lessee's liability. All such policies shall be primary, not contributory with and not in excess of the coverage which Lessor may carry. All such policies shall contain a clause or endorsement to the effect that they may not be terminated or materially amended except after fifteen (15) days written notice thereof to Lessor. Lessee shall have the right to provide such coverage pursuant to blanket policies obtained by Lessee provided such blanket policies expressly afford the coverage required by this Lease. The failure of Lessee to obtain the insurance policy or policies required hereunder shall constitute a default under the terms of this Lease. If Lessee does not take out such insurance or keep the same in full force and effect, Lessor may, but shall be under no duty to, acquire the necessary insurance and pay the premium therefore and Lessee shall repay to Lessor the amounts so paid promptly after demand. Lessor's purchasing of said insurance shall not affect Lessor's remedies for Lessee's default.

(d) **Non-Waiver of Sovereign Immunity.** Regardless of the level or type of coverage obtained for the benefit of Lessor as described herein, Lessor does not intend that any provision of this Agreement shall in any way constitute a waiver of any defense or limit of sovereign immunity to which Lessor may be entitled pursuant to Section 768.28, F.S., or as otherwise provided by law.

  
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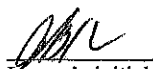
13. **Assignment.** Lessee covenants and agrees not to assign, transfer, mortgage, pledge or hypothecate the leasehold or to sublet the leased premises or any part thereof without the prior written consent of Lessor, which consent may be withheld in Lessor's sole discretion. Any transfer of this Lease from Lessee by merger, consolidation or liquidation shall constitute an assignment for the purposes of this Lease. No consent by Lessor to any assignment or subletting by Lessee shall relieve Lessee of any obligation to be performed by Lessee under this Lease, whether occurring before or after such consent, assignment or subletting.


14. **Indemnification.** Lessee shall indemnify, defend and save harmless said Lessor from and against any and all claims, suits, actions, damages or causes of action arising during the term of this Lease for any personal injury, loss of life, or damage to property sustained in or about the leased premises by reason or as a result of Lessee's occupancy thereof and from and against any orders, judgments or decrees which may be entered thereon and from and against all costs, attorney's fees, expenses and liabilities incurred in and about the defense of any such claim or in the investigation thereof.

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

16. **Liens.** Lessee shall keep the leased premises, and the property in which the leased premises are located, free from any liens arising out of any work performed, materials furnished or any obligations incurred by Lessee, it being expressly acknowledged that the leasehold interest hereby leased shall not be subject to any such liens.

17. **Entry By Lessor.** Lessor reserves and shall at any and all times have the right to enter the leased premises to inspect the same, to submit said premises to prospective purchasers or Lessees, to post notices of non-responsibility and "For Lease" signs and to alter, improve or repair the leased premises and any portion of the building without abatement of rent and may for that purpose erect scaffolding and other necessary structures where reasonably required by the character of work to be performed, always providing that the business of Lessee shall not be interfered with unreasonably. Lessee hereby waives any claim for damages for any injury or inconvenience to or interference with Lessee's business, any loss of occupancy or quiet enjoyment of the leased premises, and any other loss occasioned thereby. For each of the aforesaid purposes, Lessor shall at all times have and retain a key with which to unlock all of the doors in, upon and about the leased premises, excluding Lessee's vaults and safes, and Lessor shall have the right to use any and all means which Lessor May deem proper to open doors in an emergency, in order to obtain entry to the leased premises, and any entry to the leased premises

  
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obtained by Lessor by any of said means or otherwise, shall not under any circumstances be construed or deemed to be a forcible or unlawful entry into, or a detainer of, the leased premises or an eviction of Lessee from the leased premises or any portion thereof.

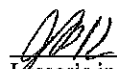
18. **Casualty Damage.** In the event the leased premises are destroyed or so damaged by fire or other casualty during the term of this Lease so that they become untenable, then Lessor shall have the right to render said premises tenantable by making the necessary repairs within ninety (90) days after the date of written notification by Lessee to Lessor of the destruction or damage and if said premises are not rendered tenable within said time, it shall be optional with either party to cancel this Lease and, in the event of such cancellation, the rent shall be paid only to the date of such written notification of the fire or casualty. If the leased premises should only be partially damaged by fire or other casualty and Lessor chooses to repair said premises and the damage or destruction was not caused or contributed to by act or negligence of the Lessee, its agents, employees, invitees or those for whom the Lessee is responsible, the rent payable under this lease during the period for which part of the premises is uninhabitable shall be adjusted downward, proportionate with the share of the total space which is uninhabitable.


19. **Condemnation:**

(a) If the whole of the leased premises or such portion thereof as will made the leased premises unsuitable for the purpose herein leased is condemned for any public use or purpose by any legally constituted authority, then in either of such events, the Lease shall terminate as of the date when possession is taken by such public authority and rental shall be payable by Lessee only to such date.

(b) If any part of the leased premises shall be condemned and taken without causing a termination pursuant to the above paragraph, then Lessor at its option shall have the right to either terminate the Lease upon written notice within sixty (60) days after said taking, or to continue the term of the said Lease, in which event the rental shall be equitably reduced in proportion to the space so taken (but not for parking space so taken), and Lessor shall, at its own cost and expense, restore the remaining portion of the leased premises to the extent necessary to render it reasonably suitable for the purposes for which it was leased, and make all repairs to the building in which the premises are relocated to the extent necessary to constitute the building a complete architectural unit.

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

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

(a) If Lessee shall fail to pay to Lessor any rent or sales or use tax thereon, or any other payment required to be made by Lessee, as and when the same shall become due and payable and such failure to pay shall continue for ten (10) days after the same became due and payable;

(b) If Lessee or any successor or assignee of Lessee, while in possession, shall file a petition in bankruptcy or insolvency or for reorganization or arrangement under the Bankruptcy Act of any State, or shall voluntarily take advantage of any such law or act by answer or otherwise, or shall take an assignment for the benefit of creditors, or, if Lessee be a corporation, shall be dissolved, voluntarily or involuntarily;

(c) If involuntary proceedings under any such bankruptcy law or insolvency act, or for the dissolution of a corporation shall be instituted against Lessee or such successors or assignee, or if a receiver or trustee shall be appointed of all or substantially all of the property of Lessee or such successor or assignee;

(d) If Lessee shall fail to perform or breach any of the conditions on Lessee's part to be performed and if such nonperformance or breach shall continue for a period of ten (10) days after notice thereof by Lessor to Lessee, or if such performance cannot be reasonably had within such ten (10) day period and Lessee shall not in good faith have commenced such performance within such ten (10) day period and shall not diligently proceed therewith to completion;

(e) If Lessee shall vacate or abandon the leased premises for a period of ten (10) days or more;

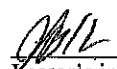
(f) If this Lease or the interest of Lessee hereunder shall be transferred or assigned in a manner other than herein permitted;

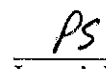
(g) If Lessee fails to take possession of the leased premises on the term commencement date or within seven (7) days after notice that the leased premises are available for occupancy, if the term commencement date is not fixed herein, and if such occupancy date shall not be deferred in writing by Lessor; or

(h) If Lessee fails to pay the monthly common area maintenance fee for two consecutive months.

21. **Lessor's Default Options.** In the event of the occurrence of any default specified hereunder, Lessor may, at any time thereafter, without limiting Lessor in the exercise of any right or remedy at law or in equity which Lessor may have by reason of such default or breach:

(a) Terminate this Lease, resume possession of the leased premises for its own account, and recover immediately from Lessee the entire rent for the balance of the lease term.

  
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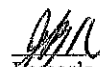
  
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
(b) Resume possession and re-lease or rent the leased premises for the remainder of the term for the account of Lessee, and recover from Lessee, at the end of the term or at the time each payment of rent comes due under this Lease or Lessor may choose, the difference between the rent specified in the Lease and the rent received on the re-leasing or renting.

(c) In any event, the parties agree that the Lessor shall be entitled to recover all expenses incurred by reason of any breach, including, but not limited to, the entitlement to recover reasonable attorney's fees and court costs in any action for eviction and/or for damages of any kind associated with the breach, including, but not limited to, costs of re-renting and making required alterations to the leased premises.

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

23. **Signs.** Lessee shall have the right to erect one sign of the front of the leased premises. Lessee shall obtain Lessor's written consent prior to the erection or painting of any sign at the leased premises, which consent may be withheld in Lessor's sole discretion. Lessors discretion shall be based on the size, nature, exact location, design, style, wording thereof and illumination of the proposed sign. Lessor reserves the right to use the exterior wall and roof of the leased premises, except as otherwise provided herein. Lessee shall not inscribe, paint or affix any signs, lights, advertisements, notices, placards, marquees or awnings on the exterior of the leased premises, including but not limited to the windows, doors, stairs, hallways or vestibules, without first receiving the written consent of the Lessor. No overhanging roof or projecting sign, placard, marquee or other advertisement and no paper or cardboard signs on doors or exterior of the leased premises, and no sidewalk racks or other display or vending machines shall be permitted. Lessee may place signage in the front window of the leased premises, so long as such

  
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signage does not exceed 50% of the total window space. Lessee shall, upon receiving a written request from the Lessor, remove any notice, sign, light, advertisement, placard, marquee, awning, sidewalk rack or other display or vending machine which Lessee has placed or permitted to be placed in, on or about the leased premises which, in the opinion of the Lessor, is objectionable, offensive or not in good taste, and if the tenant shall fail to do so, Lessor may re-enter the leased premises and remove same at expense of Lessee.

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

25. **Estoppel Certificate:**

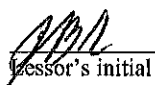
(a) Lessee shall at any time upon not less than ten (10) days prior written notice from Lessor execute, acknowledge and deliver to Lessor a statement in writing (i) certifying that this Lease is modified and in full force and effect (or, if modified, stating the nature of such modification and certifying that this Lease, as so modified, is in full force and effect) and the date to which the rent and other charges are paid in advance, if any, and (ii) acknowledging that there are not, to Lessee's knowledge, any uncured defaults on the part of Lessor hereunder, or specifying such defaults if any are claimed. Any such statement may be conclusively relied upon by any prospective purchaser or encumbrance of the leased premises.

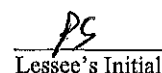
(b) Lessee's failure to deliver to deliver such statement within such time shall be conclusive upon Lessee (i) that this Lease is in full force and effect, without modification except as may be represented by Lessor, (ii) that there are no uncured defaults in Lessor's performance, and (iii) that not more than one month's rent has been paid in advance.

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

27. **Captions; Attachments; Defined Terms:**

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

  
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(b) Exhibits attached hereto, and addendums and schedules initialed by the parties, are deemed by attachment to constitute part of this Lease and are incorporated herein.

(c) The words "Lessor" and "Lessee," as used herein, shall include the plural as well as the singular. Words used in neuter gender include the masculine and feminine and words in the masculine or feminine gender include the neuter. If there be more than one Lessor or Lessee, the obligations hereunder imposed upon Lessor or Lessee shall be joint and several; as to a Lessee which consists of husband and wife, the obligations shall extend individually to their sole and separate property as well as community and joint property. The term "Lessor" shall mean only the owner or owners at the time in question of the fee title or a Lessee's interest in a ground lease of the leased premises. The obligations contained in this Lease to be performed by Lessor shall be binding on Lessor's successors and assigns only during their respective periods of ownership.


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


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

30. **Cost of Suit:**

(a) If Lessee or Lessor shall bring any action for any relief against the other, declaratory or otherwise, arising out of this Lease, including any suit by Lessor for the recovery of rent or possession of the leased premises, the losing party shall pay the successful party a reasonable sum for attorney's fees and costs which shall be deemed to have accrued on the commencement of such action and shall be paid whether or not such action is prosecuted to judgment.

(b) Should Lessor, without fault on Lessor's part, be made a party to any litigation instituted by Lessee or by any third party against Lessee, or by or against any person holding under or using the leased premises by license of Lessee, or for the foreclosure of any lien for labor or material furnished to or for Lessee or any such other person or otherwise arising out of or resulting from any act or transaction of Lessee or of any such person, Lessee covenants to save and hold Lessor harmless from any judgment rendered against Lessor or the leased premises or any part thereof, and all costs and expenses, including reasonable attorney's fees, incurred by Lessor in or in connection with such litigation.

  
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31. **Time; Joint and Several Liability:** Time is of the essence of this Lease and each and every provision hereof, except as to the conditions relating to the delivery of possession of the leased premises to Lessee. All the terms, covenants and conditions contained in this Lease to be performed by either party, if such party shall consist of more than one person or organization, shall be deemed to be joint and several, and all rights and remedies of the parties shall be cumulative and nonexclusive of any other remedy at law or in equity.

32. **Binding Effect; Choice of Law:** Subject to any provisions hereof restricting assignment or subletting by Lessee and subject to Section 13, all of the provisions hereof shall bind and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns. This Lease shall be governed by the laws of the State of Florida and venue shall be in Brevard County, Florida.


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

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

35. **Holding Over:** If Lessee remains in possession of the leased premises after the Lease expires or terminates for any reason and without the execution of a new Lease, Lessee will be deemed to be occupying the leased premises as a Lessee from month to month at the sufferance of Lessor. Lessee will be subject to all of the provisions of this Lease, except that the fixed rent will be at a monthly rate equal to twice the amount of a single monthly installment of fixed rent at the rate in effect for the last month of the term of this Lease. Additionally, Lessee shall also be responsible for any and all other consequential and actual damages incurred by Lessor for Lessee's failure to surrender the premises as required. The provision does not give Lessee any right to hold over at the expiration of the term of this Lease, and shall not be deemed to be a renewal of the Lease term, either by operation of law or otherwise.

36. **Abandoned Property:** BY SIGNING THIS LEASE, LESSEE AGREES THAT UPON SURRENDER OR ABANDONMENT, AS DEFINED BY THE FLORIDA STATUTES, LESSOR SHALL NOT BE LIABLE OR RESPONSIBLE FOR STORAGE OR DISPOSITION OF LESSEE'S PERSONAL PROPERTY.

37. **Notice:** All correspondence, submittals and notices relating to or required under this Agreement shall be sent, in writing, to the Lessor and Lessee at the addresses stated in the introductory paragraph of this Lease Agreement; unless either party is notified, in writing, of a change in address.

  
Lessor's initial

  
Lessee's Initial

38. **Construction of Lease:** The parties hereby acknowledge that they fully reviewed this Agreement, its attachments and had the opportunity to consult with legal counsel of their choice, and that this Lease Agreement shall not be construed against any party as if they were the drafter of this Lease Agreement.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the date first above written.

Signed, sealed and delivered  
in the presence of:

Witness:

Lori M. Kenney  
Printed Name: Lori M. Kenney  
John W. Coffey  
Printed Name: John W. Coffey

BAREFOOT BAY RECREATION  
DISTRICT

**AS LESSOR**

By: Joseph P. Klosky  
Printed Name: Joseph Klosky  
As its: Chairman  
Date: 7/16/20

Signed, sealed and delivered  
in the presence of:

Witness:

C. L. Henry  
Printed Name: C. L. Henry  
Carmen Lita Shaw  
Printed Name: CARMEN LITA SHAW

SHAW MEDICAL GROUP, LLC

**AS LESSEE**

By: PS  
Printed Name: Patrick N. Shaw, Manager  
Date: 7/16/2020

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Lessor's initial

PS  
Lessee's Initial



## **LEASE AGREEMENT**

**THIS LEASE AGREEMENT** is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2021, by and between BAREFOOT BAY RECREATION DISTRICT, a mobile home park recreation district organized and existing under the provisions of Section 418.30, et seq., Florida Statutes, and Brevard County Ordinance No. 84-05, (hereinafter referred to as “Lessor”) and **CIVIC VOLUNTEER ORGANIZATION OF BAREFOOT BAY, INC.**, a Florida Not For Profit Corporation (hereinafter referred to as “Lessee”). The Lessor and Lessee are sometimes herein collectively referred to as the “Parties”.

### **W I T N E S S E T H:**

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

Bldg. 1, Suite 5 and portion of Suite 4,  
935 Barefoot Blvd.  
Barefoot Bay, FL 32976

1. **Term.** The term of this Lease shall be for a period of five (5) years commencing on March 1, 2021 and ending on February 28, 2026.

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

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

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

4. **Maintenance and Repair.** The Lessor shall, at its sole expense, repair and maintain in good

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

5. **Services.**

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

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

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

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

7. **Use.**

(a) The Leased Premises shall be used and occupied by the Lessee as a place of operations for the Civic Volunteer Organization of Barefoot Bay, Inc.

(b) **Suitability.** The Lessee acknowledges that neither the Lessor nor any agent of the

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Lessor has made any representation or warranty with respect to the Leased Premises or with respect to the suitability of the Leased Premises for the conduct of the Lessee's business nor, after Lessee's initial move in, has the Lessor agreed to undertake any modification, alteration or improvement to the Leased Premises. The taking of possession of the Leased Premises by the Lessee shall conclusively establish that the Leased Premises were at such time in satisfactory condition.

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

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

(e) Uses Prohibited: Lessee hereby agrees that:

- (i) Lessee shall not do or permit anything to be done in or about the Leased Premises nor bring to keep anything therein which will in any way increase the existing rate or affect any fire or other insurance upon the Leased Premises or the real property of which the premises are a part or of any of its contents (unless Lessee shall pay any increased premium as a result of such use or acts), or cause a cancellation of any insurance policy covering said premises or real property or any part thereof or any of its contents, nor shall Lessee sell or permit to be sold in or about said premises any articles which may be prohibited by a standard form policy of fire insurance.
- (ii) Lessee shall not do or permit anything to be done in or about the Leased Premises which will in any way obstruct or interfere with the rights of other tenants or occupants of adjacent property or injure or annoy them or use or allow the Leased Premises to be used for any unlawful or objectionable purpose, nor shall Lessee cause, maintain or permit any nuisance in, on or about the Leased Premises. Lessee shall not commit or suffer to be committed any waste in or upon the Leased Premises.
- (iii) Lessee shall not use the Leased Premises to permit anything to be done in or about the Leased Premises which will in any way conflict with any law, statute, ordinance or governmental rule or regulation or requirement of duly constituted public authorities now in force or which may hereafter be enacted or promulgated.
- (iv) Lessee shall not leave the Leased Premises unoccupied or vacant for an extended period of days.

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**8. Insurance.**

**Public Liability.** The Lessor shall, at the Lessor's sole cost and expense, but for the mutual benefit of the Lessor and the Lessee, maintain throughout the term of this Lease general public liability insurance against claims for personal injury, death or property damage occurring in, or about the Leased Premises. The Lessors coverage is for the building only. Content insurance is the sole responsibility of the Lessee.

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

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

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

**12. Liens.** Lessee shall keep the Leased Premises, and the property in which the Leased Premises are located, free from any liens arising out of any work performed, materials furnished, or any obligations incurred by Lessee, it being expressly acknowledged that the leasehold interest hereby leased shall not be subject to any such liens.

**13. Entry by Lessor.** Lessor reserves and shall at any and all times have the right to enter the leased premises, upon demand or with the Lessee's consent, to inspect the same, to submit said premises to prospective purchasers or Lessees, to post notices of non-responsibility and "For Lease" signs and to alter, improve or repair the Leased Premises and any portion of the building without

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abatement of rent and may for that purpose erect scaffolding and other necessary structures where reasonably required by the character of work to be performed, always providing that the business of Lessee shall not be interfered with unreasonably. The Lessee hereby waives any claim for damages for any injury or inconvenience to or interference with Lessee's business, any loss of occupancy or quiet enjoyment of the Leased Premises.

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

**15. Condemnation:**

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

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

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

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

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

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

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

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

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

**19. Signs.** Lessee shall have the right to erect one sign on the front of the Leased Premises. Lessee shall obtain Lessor's written consent prior to the erection or painting of any sign at the Leased Premises, which consent may not be unreasonably withheld. Lessor's discretion shall be based on the size, nature, exact location, design, style, wording thereof and illumination of the proposed sign. A sign of a size and nature equivalent to and consistent with other signs on the Lessor's property shall be approved. Lessor reserves the right to use the exterior wall and roof of the Leased Premises, except as otherwise provided herein. Lessee shall not inscribe, paint or affix any signs, lights, advertisements, notices, placards, marquees or awnings on the exterior of the Leased Premises, including but not limited to the windows, doors, stairs, hallways or vestibules, without first receiving the written consent of the Lessor. No overhanging roof or projecting sign, placard,

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marquee or other advertisement and no paper or cardboard signs on or in the windows, doors or exterior of the Leased Premises, and no sidewalk racks or other display or vending machines shall be permitted. Lessee shall, upon receiving a written request from the Lessor, remove any notice, sign, light, advertisement, placard, marquee, awning, sidewalk rack or other display or vending machine which Lessee has placed or permitted to be placed in, on or about the Leased Premises which, in the opinion of the Lessor, is objectionable, offensive or not in good taste, and if the tenant shall fail to do so, Lessor may re-enter the Leased Premises and remove same at expense of Lessee.

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

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

**22. Captions; Attachments; Defined Terms:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(b) If to Lessee: Civic Volunteer Organization of Barefoot Bay, Inc.  
C/O Elaine Van Berschot, President  
935 Barefoot Boulevard  
Suite 5  
Barefoot Bay, Florida 32976

Any such notice shall be deemed effective upon receipt.

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

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**36. Condition of the Leased Premises.** The Lessee agrees to accept the Leased Premises on a “ready to move in” basis. The Lessee shall not permit any unlawful nuisance, waste or injury on the Leased Premises. The Lessee agrees to surrender the Leased Premises upon the expiration of this Lease, or earlier termination hereof, in a condition substantially similar to the condition of the Leased Premises on the Commencement Date, ordinary wear and tear excepted and leasehold improvements excepted.

Signed and accepted this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

WITNESSES:

As to Lessee

CIVIC VOLUNTEER ORGANIZATION OF  
BAREFOOT BAY, INC. “LESSEE”

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

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

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

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

Printed Name: Elaine Van Berschot  
Title: President

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

WITNESSES:

As to Lessor

BAREFOOT BAY RECREATION DISTRICT  
“LESSOR”

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

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

Printed Name: \_\_\_\_\_

Printed Name: Michael Maino  
Title: Chairman

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

Approved by the Board of Trustees January 26, 2021.

Printed Name: \_\_\_\_\_

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## Board of Trustees

## Meeting Agenda Memo

Date: Friday, August 13, 2021  
Title: **Discussion of New COVID-19 Restrictions**  
Section & Item: 9.E  
Department: Administration, District Clerk  
Fiscal Impact: TBD  
Contact: Jeff Grunow, Trustee, Secretary, John Coffey, Community Manager  
Attachments: Interim Public Health Recommendations for Fully Vaccinated People  
CDC July 28, 2021, Re-opening history, 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 possible new COVID-19 restrictions as requested by Trustee Grunow.

### Background and Summary Information

BBRD lifted the last COVID-19 restriction on July 1, 2021. In late July, the CDC issued additional guidance concerning facial coverings (see attached). Trustee Grunow requested this topic be placed on the agenda for discussion and consideration of action.

Staff requests direction from the BOT regarding this matter.



## COVID-19

# Interim Public Health Recommendations for Fully Vaccinated People

Updated July 28, 2021

## Summary of Recent Changes

Updates as of July 27, 2021



- Updated information for fully vaccinated people given new evidence on the B.1.617.2 (Delta) variant currently circulating in the United States.
- Added a recommendation for fully vaccinated people to wear a mask in public indoor settings in areas of [substantial or high transmission](#).
- Added information that fully vaccinated people might choose to wear a mask regardless of the level of transmission, particularly if they are immunocompromised or at [increased risk for severe disease](#) from COVID-19, or if they have someone in their household who is immunocompromised, at increased risk of severe disease or not fully vaccinated.
- Added a recommendation for fully vaccinated people who have a known exposure to someone with suspected or confirmed COVID-19 to be tested 3-5 days after exposure, and to wear a mask in public indoor settings for 14 days or until they receive a negative test result.
- CDC recommends universal indoor masking for all teachers, staff, students, and visitors to schools, regardless of vaccination status.

[View Previous Updates](#)

## Key Points

The following recommendations apply to non-healthcare settings. For related information for healthcare settings, visit [Updated Healthcare Infection Prevention and Control Recommendations in Response to COVID-19 Vaccination](#).

Fully vaccinated people can:

- Participate in many of the activities that they did before the pandemic; for some of these activities, they may choose to wear a mask.
- Resume domestic travel and refrain from testing before or after travel and from self-quarantine after travel.

Refrain from testing before leaving the United States for international travel (unless required by the destination) and refrain from self-quarantine after arriving back in the United States.

Refrain from routine screening testing if feasible.

Infections happen in only a small proportion of people who are fully vaccinated, even with the Delta variant. However, preliminary evidence suggests that fully vaccinated people who do become infected with the Delta variant can spread the virus to others. To reduce their risk of becoming infected with the Delta variant and potentially spreading it to others: CDC recommends that fully vaccinated people:

Wear a mask in public indoor settings if they are in an area of [substantial or high transmission](#).

Fully vaccinated people might choose to mask regardless of the level of transmission, particularly if they or someone in their household is immunocompromised or at [increased risk for severe disease](#), or if someone in their household is unvaccinated. People who are at increased risk for severe disease include older adults and those who have certain medical conditions, such as diabetes, overweight or obesity, and heart conditions.

Get tested if experiencing [COVID-19 symptoms](#).

Get tested 3-5 days following a known exposure to someone with suspected or confirmed COVID-19 and wear a mask in public indoor settings for 14 days after exposure or until a negative test result.

Isolate if they have tested positive for COVID-19 in the prior 10 days or are experiencing [COVID-19 symptoms](#).

Follow any applicable federal, state, local, tribal, or territorial laws, rules, and regulations.

People who are immunocompromised should be counseled about the potential for reduced immune responses to COVID-19 vaccines and to follow [current](#) prevention measures (including wearing [a mask](#), [staying 6 feet apart from others](#) they don't live with, and avoiding crowds and poorly ventilated indoor spaces) regardless of their vaccination status to protect themselves against COVID-19 until advised otherwise by their healthcare provider.

## Overview

Currently authorized vaccines in the United States are highly effective at protecting vaccinated people against symptomatic and severe COVID-19. Fully vaccinated people are less likely to become infected and, if infected, to develop symptoms of COVID-19. They are at substantially reduced risk of severe illness and death from COVID-19 compared with unvaccinated people.

Infections in fully vaccinated people (breakthrough infections) happen in only a small proportion of people who are fully vaccinated, even with the Delta variant. Moreover, when these infections occur among vaccinated people, they tend to be mild. However, [preliminary evidence](#) suggests that fully vaccinated people who do become infected with the Delta variant can be infectious and can spread the virus to others.

For the purposes of this guidance, people are considered fully vaccinated for COVID-19  $\geq 2$  weeks after they have received the second dose in a 2-dose series (Pfizer-BioNTech or Moderna), or  $\geq 2$  weeks after they have received a single-dose vaccine (Johnson & Johnson [J&J]/Janssen)<sup>†</sup>. There is currently no post-vaccination time limit on fully vaccinated status. People are considered not fully vaccinated if they have not completed a two-dose vaccination series or have not received a single-dose vaccine, regardless of age, including children under the age of 12.

Data suggest immune response to COVID-19 vaccination might be reduced in some immunocompromised people including, but not limited to, people receiving chemotherapy for cancer, people with hematologic cancers such as chronic lymphocytic leukemia, people receiving stem cells or organ transplants, people receiving hemodialysis, and people using certain medications that might blunt the immune response to vaccination (e.g., mycophenolate, rituximab, azathioprine, anti-CD20 monoclonal antibodies, Bruton tyrosine kinase inhibitors).

People who are immunocompromised should be counseled about the potential for reduced immune responses to COVID-19 vaccines and the need to continue to follow current prevention measures (including wearing a [mask](#), [staying 6 feet apart from others](#) they don't live with, and avoiding crowds and poorly ventilated indoor spaces) to protect themselves against COVID-19 until advised otherwise by their healthcare provider. Close contacts of immunocompromised people should also be encouraged to be vaccinated against COVID-19.

This guidance provides recommendations for fully vaccinated people, including:

- How fully vaccinated people can safely resume many activities while protecting others.
- How fully vaccinated people should approach domestic and international travel.
- How fully vaccinated people should approach isolation, quarantine, and testing.

CDC will continue to evaluate and update public health recommendations for fully vaccinated people as more information, including on Delta and other new variants, becomes available. Further information on evidence and considerations related to these recommendations is available in the [Science Brief](#).

## Guiding Principles for Fully Vaccinated People

- Outdoor activities pose minimal risk to fully vaccinated people.
- Most indoor activities pose low risk to fully vaccinated people, especially in areas with low or moderate transmission.
- Infections happen in only a small proportion of people who are fully vaccinated, even with the Delta variant.
- Fully vaccinated people who become infected with the Delta variant can transmit it to others.

To reduce their risk of becoming infected with the Delta variant and potentially spreading it to others, CDC recommends that fully vaccinated people:

- Wear a mask in public indoor settings if they are in an area of [substantial or high transmission](#).
  - Fully vaccinated people might choose to mask regardless of the level of transmission, particularly if they or someone in their household is immunocompromised or at [increased risk for severe disease](#), or if someone in their household is unvaccinated.
- Get tested if experiencing [COVID-19 symptoms](#).
- Isolate if they have tested positive for COVID-19 in the prior 10 days or are experiencing [COVID-19 symptoms](#).
- Get tested 3-5 days after exposure to someone with suspected or confirmed COVID-19 and wear a mask in public indoor settings for 14 days after exposure or until they receive a negative test result.
- Continue to follow any applicable federal, state, local, tribal, or territorial laws, rules, and regulations.

## Recommendations for Indoor Settings

Risk of SARS-CoV-2 infection, severe disease, and death is reduced for fully vaccinated people. Though they happen in only a small proportion of people who are fully vaccinated, some infections do occur among fully vaccinated people. Fully vaccinated people who do become infected with the Delta variant can transmit it to others. Therefore, fully vaccinated people can further reduce their risk of becoming infected with the Delta variant and transmitting it to others by wearing a mask in public indoor settings in [areas of substantial or high community transmission](#). Wearing a mask in public is most important for people who are immunocompromised. Fully vaccinated people might choose to mask regardless of the level of transmission, particularly if they or someone in their household is immunocompromised or at increased risk for severe disease, or if someone in their household is unvaccinated. [People at increased risk for severe disease](#) includes older adults and those who have certain medical conditions, such as diabetes, overweight or obesity, and heart conditions. Members of the household who are unvaccinated include: any persons who have not completed vaccination, who cannot be

vaccinated, and those who are not eligible for vaccines, including children less than 12 years of age. Fully vaccinated people should also continue to wear a mask where required by federal, state, local, tribal, or territorial laws, rules, and regulations, including local business and workplace guidance, and in correctional facilities and homeless shelters. [Prevention measures](#) are still recommended for unvaccinated people.

CDC recommends universal indoor masking for all teachers, staff, students, and visitors to schools, regardless of vaccination status. Children should return to full-time in-person learning in the fall with proper prevention strategies in place.

## Recommendations for Outdoor Settings

Current data suggest the risk of transmission of SARS-CoV-2 in outdoor settings is minimal. In general, fully vaccinated people do not need to wear a mask outdoors. Fully vaccinated people might choose to wear a mask in crowded outdoor settings if they or someone in their household is immunocompromised.

## Travel

Fully vaccinated travelers are less likely to get and spread SARS-CoV-2 and can now travel at low risk to themselves within the United States. International travelers need to pay close attention to the [situation at their international destinations](#) before traveling due to the spread of new variants and because the burden of COVID-19 varies globally.

[Wearing a mask over your nose and mouth is required](#) on planes, buses, trains, and other forms of public transportation traveling into, within, or out of the United States and while indoors at U.S. transportation hubs such as airports and stations. Travelers are not required to wear a mask in outdoor areas of a conveyance (like on open deck areas of a ferry or the uncovered top deck of a bus).

### Domestic travel (within the United States or to a U.S. territory)

Fully vaccinated travelers do not need to get a SARS-CoV-2 viral test before or after domestic travel, unless testing is required by local, state, or territorial health authorities.

Fully vaccinated travelers do not need to self-quarantine following domestic travel.

For more information, see [Domestic Travel During COVID-19](#).

### International travel

Fully vaccinated travelers do not need to get tested before leaving the United States unless required by their destination.

Fully vaccinated air travelers coming to the United States from abroad, including U.S. citizens, are still [required](#) to have a negative SARS-CoV-2 viral test result or documentation of recovery from COVID-19 before they board a flight to the United States.

International travelers arriving in the United States are still recommended to get a SARS-CoV-2 viral test 3-5 days after travel regardless of vaccination status.

Fully vaccinated travelers do not need to self-quarantine in the United States following international travel.

For more information, see [International Travel During COVID-19](#).

## Recommendations for Isolation, Quarantine and Testing

The following recommendations apply to non-healthcare settings. Guidance for residents and staff of healthcare settings

can be found in the Updated Healthcare [Infection Prevention Control Recommendations in Response to COVID-19 Vaccination](#).

## Fully vaccinated people with COVID-19 symptoms

Although the risk that fully vaccinated people could become infected with COVID-19 is low, any fully vaccinated person who experiences [symptoms consistent with COVID-19](#) should [isolate themselves from others](#), be clinically evaluated for COVID-19, and tested for SARS-CoV-2 if indicated. The symptomatic fully vaccinated person should inform their healthcare provider of their vaccination status at the time of presentation to care.

## Fully vaccinated people with no COVID-like symptoms following an exposure to someone with suspected or confirmed COVID-19

Fully vaccinated people should be tested 3-5 days following a known exposure to someone with suspected or confirmed COVID-19 and wear a mask in public indoor settings for 14 days or until they receive a negative test result. They should isolate if they test positive. Fully vaccinated people who live in a household with someone who is immunosuppressed, at increased risk of severe disease, or unvaccinated (including children <12 years of age) could also consider masking at home for 14 days following a known exposure or until they receive a negative test result. Most fully vaccinated people with no COVID-like symptoms do not need to [quarantine](#) or be restricted from work following an exposure to someone with suspected or confirmed COVID-19, if they follow the testing and masking recommendation above.

Fully vaccinated people should monitor for [symptoms of COVID-19](#) for 14 days following an exposure.

## Fully vaccinated people with no COVID-19-like symptoms and no known exposure to someone with suspected or confirmed COVID-19

It is recommended that fully vaccinated people with no COVID-19-like symptoms and no known exposure should be exempted from routine screening testing programs, if feasible.



For Healthcare Professionals

[COVID-19 Clinical Resources](#)

\*This guidance applies to COVID-19 vaccines currently authorized for emergency use by the U.S. Food and Drug Administration: Pfizer-BioNTech, Moderna, and Johnson & Johnson (J&J)/Janssen COVID-19 vaccines. This guidance can also be applied to COVID-19 vaccines that have been authorized for emergency use by the World Health Organization (e.g. AstraZeneca/Oxford).

## Previous Updates



## Updates from Previous Content



As of July 27, 2021

- Added a recommendation for fully vaccinated people to wear a mask in public indoor settings in areas of substantial or high transmission.

As of July 16, 2021

- Updated considerations for people who are immunocompromised

As of July 12, 2021

- Updated Choosing Safer Activities infographic with new considerations for the example activity for outdoor gatherings with fully vaccinated and unvaccinated people.

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Last Updated July 28, 2021

## **Board of Trustees Meeting Agenda Memo Attachment: History of 2020-2021 COVID-19 Re-opening**

### Friday, 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.

### Tuesday, May 26, 2020

The BOT approved the remainder of Phase 1 re-opening effective June 8, 2020.

### Friday, June 12, 2020

The BOT voted to move into Phase 2 with the following specific re-opening dates and conditions:

Monday, June 15th

- Pool #1 capacity will increase to 54 including staff
- Pool #3 capacity will increase to 27 people including staff

Wednesday, June 17th

- Group exercise programs will re-start at Pool #3
  - Lap swimmers 9-10am
  - Hydrotherapy 10:15-11:15am
  - Aquatic Exercise 11:30am-12:30pm

Friday, June 19th

- The Lounge will re-open with a capacity of 40 people including staff (hours of operations to be determined). Music, live entertainment, and street dances are still prohibited. Only prepackaged snack food will be available.

Monday, June 22nd

- Pool #1 Pavilion (capacity of 18) and Picnic areas (capacity of 29) will be open to use by reservation with the Calendar Coordinator
- The Administration Building will re-open to the public Monday through Thursday with an hour closure each day (Noon to 1pm) to clean and sanitize common areas
- Building D/E will re-open for residents' use (by reservations only) with a capacity of 35 people, including staff

Friday, June 26th

- The 19th Hole will re-open with a capacity of 34 people including staff. The kitchen will remain closed, however, a daily snack special and grab and go items will be available (hours of operations to be determined). Pasta Night continues to be suspended.

On Friday, June 26th the state suspended the operations of bars and night clubs, thereby closing BBRD's Lounge and 19th Hole indefinitely.

### Friday, August 14<sup>th</sup>

- Consensus of the BOT to add Aqua Zumba exercise classes to Pool #3 starting on September 1, 2020.

- Trustee Henderson questioned if the Golf Course could go back to 8-minute tee times (from the current Phase 2 16-minute tee times). Staff will provide the BOT with a memo from Golf Operations Manager Cruz prior to the August 25<sup>th</sup> meeting summarizing the issues so the Trustees can consider how to proceed.

#### Tuesday, August 25th

The BOT discussed moving tee times from 16 minutes intervals to 12 minute intervals. Ultimately, no changes were made to the current modified Phase 2 re-opening practices.

On Thursday, September 10, 2020, the Florida Department of Business and Professional Regulation rescinded their closure of bars effective Monday, September 14, 2020 with a re-opening capacity of 50%.

On Friday, September 25, 2020, Governor DeSantis issued an executive order lifting all previous BBRD applicable COVID-19 related restrictions (excluding ability to have closed BOT meetings).

#### Tuesday, September 22<sup>nd</sup>

The BOT voted to move tee times from 16 minutes intervals to 12-minute intervals and move at least one group exercise class to Pool #1. Additionally, the BOT reached a consensus to adopt the Food & Beverage Department recommendation to re-open the Lounge with takeout window service.

#### Friday, October 9<sup>th</sup>

The BOT voted to accept staff's recommendation to transition to BBRD Phase 3 re-opening. A summary of the changes is provided below:

- Pools
  - Pool 1 hours of operation are 9am-9pm Monday-Sunday.
  - Pool 3 hours of operation are 9am-6pm Monday-Sunday.
  - The pools will be disinfected throughout the day, however, there will be no pool closures for disinfecting during normal hours of operation.
- Golf-Pro Shop
  - Resume two-players per golf cart, with option to ride alone if sufficient carts are available
  - Expansion of group sizes and resumption of previously suspended groups
  - Picnic tables replaced outside of the 19<sup>th</sup> Hole
- Food and Beverage
  - Lounge
    - Hours of operation 2-9pm
    - Capacity inside-60 (including staff)
    - Picnic area-59 (including staff)
  - 19<sup>th</sup> Hole
    - Hours of operation 9am-7pm (changed to 11am-8pm [Mon.-Sat.] and 8am-8pm on Sundays effective November 4<sup>th</sup>)
    - Capacity-51 (including staff)
    - No seating on the porch

#### Tuesday, October 27, 2020

The BOT decided by consensus to not make any changes to the re-opening status, as recommended by staff, and will re-examine the situation at the next BOT meeting.

#### Friday, November 13, 2020

The BOT voted to put tables and chairs back on the 19<sup>th</sup> Hole porch and by consensus to keep the Billiards room closed. Staff stated their intent to provide at the December 4<sup>th</sup> BOT meeting a proposal to start limited lunch service at the 19<sup>th</sup> Hole and outdoor limited capacity weekend entertainment Lakeside starting in January 2021.

#### Friday, December 4, 2020

The BOT, by a 3-2 vote, accepted the following recommendation of staff to commence the first week of January 2021.

##### 19<sup>th</sup> Hole

- Lunch service 11am-3pm Monday – Saturday
- Hot dogs only on Sundays
- Prepared bar snacks 3-7pm

##### Lounge

- Hot dogs, snacks, and and/or pre-packaged food 2-9pm

##### Lakeside

- Entertainment alternate Saturdays and Sundays from 2-6pm (1 per weekend) with limited capacity (approximately 250 to start)

##### Catering

- Small event (clubs/organizations) catering at Building D/E through the 19<sup>th</sup> Hole
- Catering out of Building A to start in late March 2021 (after completion of the Building A Renovations project)

#### Friday, January 08, 2021

The BOT confirmed staff's recommendation to return the Administration Building to normal days of operations (has been closed on Fridays since early days of pandemic to reduce hourly employee costs) on Monday, January 11, 2020. Additionally, the BOT requested staff to develop a re-opening plan for the Billiard's Room and the Card Room in Building C (and to present it at the next regular meeting).

#### January 26, 2021

The following Building C re-opening was provided in response to direction of the BOT at the January 8, 2021 Meeting.

##### *Building C re-opening plan*

- All residents/guests must see pool host for temperature check before entry to Building C.
- The door facing building A will be posted as EXIT ONLY

##### *Billiards Room Specific Rules*

- Will be open for normal hours of operation 9am-9pm with a maximum capacity of 4 persons
- Will be sanitized between users and closed for 15 minutes post fogging before reentry
- Cues sanitized by the pool host, Cues will be stored in the pool host equipment shed and issued upon request

- The center billiards table will be wrapped, caution taped and out of service until phase 4
- CDC social distancing guidelines will be encouraged to be followed

#### *Card Room Specific Rules*

- Will be open for normal hours of operation 9am-9pm
- Will be sanitized between set-ups and usage and closed for 15 minutes post fogging before reentry
- Groups will be asked to temporarily modify setups to coincide with CDC guidelines
- CDC social distancing guidelines will be encouraged to be followed

The BOT adopted the following recommendations from staff:

#### *Billiard's Room*

- Re-open effective Tuesday, February 2, 2021, keeping the Card Room closed

#### *Golf-Pro Shop*

1. Start 8-minute tee times on February 1st
  - A. Allows staff time to receive ordered dividers for our fleet
  - B. Install dividers on fleet carts
  - C. Prepare staff functions for increased traffic
2. Adjust group sizes back to the pre-pandemic levels
3. Return to a soft two riders per cart rule
  - A. Carts shall have two riders except for instances when all players in a foursome have their own cart. The Golf-Pro Shop Department is still trying to be as safe as possible so if a private cart owner wants to use his/her own cart without a rider it will be allowed until all remaining COVID-19 restrictions are lifted.
  - B. Group leaders have been asked to schedule their players in a manner that lessens the need for private cart owners to ride doubled up if they are concerned about COVID-19.

#### *Food & Beverage*

- Expand the number of Lakeside entertainment events from once a weekend to twice a weekend (i.e. Saturday and Sunday) beginning February 13, 2021.
- Limited capacity would remain at approximately 250 people. Food & Beverage has hosted multiple outdoor entertainment weekend events so far this month without any incidents or reports of COVID-19 outbreaks coming from the events.

February 12, 2021 (meeting was canceled)

February 23, 2021

#### *Pools*

- The BOT confirmed staff's recommendation to implement Phase 4 (full capacity) at Pools 1 & 3 effective Wednesday, February 24, 2021 and at Pool #2 as soon as the pit replacement and resurfacing work are completed and Brevard County Health Department inspector authorizes resumption of use.

### March 12, 2021

#### *Food & Beverage*

- The BOT confirmed staff's recommendation to shift Saturday street dances from afternoon to evening (6-10pm) effective May 1<sup>st</sup>.

### March 23, 2021

No action was taken

### April 9, 2021

The BOT confirmed staff's recommendations as follows:

#### *Food & Beverage*

- Resume weeknight entertainment Lakeside of the Lounge effective April 22, 2021
  - Outside only
  - Will initially only consist of karaoke on Thursday nights but may be gradually expanded based on demand and nightly receipts
  - Bar service only

#### *Building Usage*

- Expand building capacities to approximately 75% effective May 1, 2021. Specifically, the chart below illustrates current, proposal, and full capacities:

Building	Capacity		
	Current	Proposed (75% of full capacity)	Full
A (tables/chairs)	75	150	200
A (chairs only)	75	225	300
D/E	50	102	136
Lounge	60	89	119
19th Hole	51	76	102
Pro Shop	10	19	25
Billiards Room	4	9	12
Card Room	0	30	40
Admin. Conf. Room	10	16	21
* Assumes all Admin. Bldg. staff are at their work areas (total building capacity is 35 persons).			

### April 27, 2021

No action taken

### May 14, 2021

#### *Administration Building*

- Cessation of the 30-minute mid-day closure of the Administration Building for sanitizing purposes effective May 17, 2021. Protocols allow for sanitizing the building while remaining open (as was the pre-COVID-19 practice).

#### *All Facilities*

- Cessation of checking for high temperatures prior to entrance effective May 17, 2021. While this was an advisable practice early on during the pandemic, the effectiveness of such practice is highly questionable as staff has not detected a single person with an abnormally high temperature since the practice was begun.

#### *BOT Meetings*

- Cessation of facial covering requirement for audience members.

#### May 25, 2021:

The BOT adopted the following recommendations from staff effectively lifting all remaining restriction on July 1, 2021:

#### *Golf Course*

Return to two-riders per cart rule and removal of COVID-19 dividers effective Sunday, May 30, 2021

#### *Assembly and Food & Beverage Buildings*

Return to 100% capacity effective July 1, 2021. This would provide the public with sufficient notification and allow the BOT to reverse course during the two June meetings if conditions warrant.

#### *Food & Beverage Operations*

Cessation of staff facial covering requirement effective immediately. Gradual return to indoor entertainment as demand (sales, not residents' preferences) justify. Per the FY22 WDPB, indoor entertainment will be confined to Building A and the Lounge only.

## A Conditions Based “Reopening BBRD” Guide (created in Spring 2020)

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, August 13, 2021  
Title: **Policy Manual Amendments**  
Section & Item: 9.F  
Department: Administration, Finance  
Fiscal Impact: N/A  
Contact: Jim Nugent, Charles Henley, Finance Manager, John Coffey, Community Manager  
Attachments: resolution Policy Manual Adoption, Exhibit A Policy Manual draft revisions 13Aug21  
Reviewed by General Counsel: Yes  
Approved by: John W. Coffey, ICMA-CM, Community Manager



### Requested Action by BOT

Review of proposed language amending the *Policy Manual* and adoption of Resolution # 2021-11.

### Background and Summary Information

Due to inflationary pressures and the desire to efficiently and timely procure necessary goods and services, Trustee Nugent requested an increase in spending thresholds be placed on the agenda for consideration. Additionally, he asked that the words "or his designee" be added to the clause requiring the Chairman's signature on certain contracts.

Summarized below (in strike through and underline format) are the proposed changes to the Policy Manual as attached:

#### Page 12

The Community Manager is authorized to approve budgeted expenditures of up to ~~\$7,500.00~~15,000.00 without Board authorization. All expenditures of ~~\$7,500.00~~15,000.00 or more shall be authorized by the Board of Trustees and have two authorized signatures on ANY check.

1. For purchases of up to ~~\$999.99~~1,999.99, a purchase order and competitive pricing is not required; however, obtaining quotations is recommended whenever practical.
2. For purchases of ~~\$1,000.00~~2,000.00 to ~~\$19,999.99~~24,999.99 informal quotes are required from at least two sources. A "No Bid" does not constitute a quote. These quotations should be submitted in writing, and kept on file in the accounts payable office and the requesting department.
3. For purchases in the amount of ~~\$20,000.00~~25,000.00 to ~~\$49,999.99~~74,999.99 written, signed bids are required from at least three sources. A "No Bid" does not constitute a bid. These bids should be kept on file in the accounts payable office and the requesting department
4. For all purchases in the amount of ~~\$50,000~~75,000.00 or more, sealed bids are required and the Request for Proposal or Invitation to Bid Process must be followed (see Section 2.14).

#### Use of Credit Cards

Department Managers are authorized by the Community Manager to use a credit card with a maximum monthly limit of ~~\$1,000.00~~2,000.00 for purchases when credit accounts or payment by check is not acceptable or efficient. An additional ~~\$1,000.00~~2,000.00 per month may be pre-approved by the Community Manager as needed. The

Finance Manager is authorized by the Community Manager to use a credit card with a maximum monthly limit of ~~\$5,000.00~~10,000.00 for purchases when credit accounts or payment by check is not acceptable or efficient.

#### Page 14

##### Emergency Payment

In a declared emergency either the Community Manager and one Trustee, or two Trustees, are required to sign checks over ~~\$7,500~~15,000.00 to pay for needed purchases, supplies or contracted services.

##### Awards Quotes/Bids under ~~\$50,000~~75,000.00

Award recommendations exceeding ~~\$7,500.00~~15,000.00 will be submitted by the Community Manager for approval by the Board of Trustees, unless previously exempted or approved.

#### Page 15

##### Signatures on Contracts

The Board of Trustees must approve and the Chair of the Board, or her/his designee, must execute contracts that exceed one year (1) in duration, including renewal term or that exceed ~~\$7,500~~15,000.00 in value.

#### Page 16

##### 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~~15,000.00 and not to exceed \$25,000.00 by staff toward the acquisition of a property identified by the Sub-Committee in accordance with NRP rules as established by the BOT.

#### Page 17

##### 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~~75,000.00 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~~75,000.00 or more. At the time of publication of the RFP/RFQ a copy shall be furnished to each member of the Board of Trustees.

Staff recommends the BOT approve Resolution 2021-11, revising the *Policy Manual* regarding procurement thresholds.

## **RESOLUTION 2021-11**

### **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 MAY 14, 2021; PROVIDING FOR CONFLICTS; AND PROVIDING AN EFFECTIVE DATE**

**WHEREAS**, the Board of Trustees has previously adopted Resolution 2009-05 establishing a Policy Manual for the residents of Barefoot Bay in relation to the operation of the Recreational Facilities of Barefoot Bay; and

**WHEREAS**, the most recent revisions to the Policy Manual were adopted by the Board of Trustees of Barefoot Bay Recreation District on May 14, 2021 via Resolution 2021-08; and

**WHEREAS**, the Barefoot Bay Recreation District staff has incorporated various changes to improve operations in an efficient and effective manner; and

**WHEREAS**, the Board of Trustees of Barefoot Bay Recreation District is desirous of amending the Policy Manual previously adopted and revised consistent with the revised version attached and incorporated hereto as Exhibit A;

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

**Section 1:** The Policy Manual for Barefoot Bay Recreation District is hereby amended in accordance with Exhibit A attached and specifically incorporated hereto this Resolution.

**Section 2:** If any portion, clause, phrase, sentence or classification of this resolution is held or declared to be either unconstitutional, invalid, inapplicable, inoperative or void, then such declaration shall not be construed to affect other portions of the resolution; it is hereby declared to be the expressed opinion of the Trustees of the Barefoot Bay Recreation District that any such unconstitutional, invalid, inapplicable, inoperative or void portion or portions of this resolution did not induce its passage, and that without the inclusion of any such portion or portions of this resolution, the Trustees would have enacted the valid constitutional portions thereof.

**Section 3.** Conflict with other Provisions.

All resolutions or parts of resolutions in conflict herewith are hereby repealed and all resolutions or parts or resolutions not in conflict herewith are hereby continued in full force and effect.

**Section 4.** Effective Date.

This Resolution shall become effective on August 16, 2021.

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 Michael R. Maino	_____
Trustee Jeff Grunow	_____
Trustee Bruce Amoss	_____
Trustee Jim Nugent	_____
Trustee Michael Morrissey	_____

The Chairman thereupon declared this Resolution Done, Ordered, and Adopted this 13th  
day of August 2021.

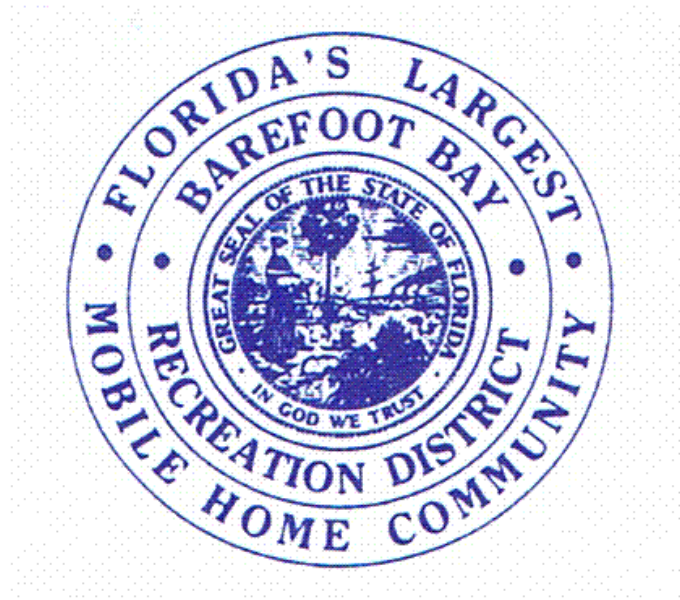
**BAREFOOT BAY RECREATION DISTRICT**

By: \_\_\_\_\_  
MICHAEL R. MAINO, CHAIRMAN

Attest: \_\_\_\_\_  
JEFF GRUNOW, SECRETARY

# Barefoot Bay Recreation District

## Policy Manual



~~Adopted~~ Proposed Revisions to be considered by the Board of Trustees on ~~May~~  
14 August 13, 2021



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Exhibit A  
Barefoot Bay Recreation District  
Policy Manual  
PURPOSE

## PURPOSE

The Barefoot Bay Recreation District Policy Manual has been developed to provide the Board of Trustees and employees of the District with assistance in effectively performing their responsibilities by stating the policies of the District and the Financial Department and the ways and means of accomplishing its goals.

This Policy Manual was established based on the criteria identified by applicable state law and statutes, administrative code and Uniform Accounting System Manual and recommendations from the District's financial auditors.

The reasons for developing a Policy Manual include:

1. Written policies promote teamwork.
2. Written policies promote clarity, consistency and continuity of performance.
3. Written policies provide useful information for training programs and a means of comparing competent practice to the written approved descriptions of policies.
4. The written manual is a central source of adding, changing or deleting policy.
5. Written policies promote proper delegation of authority.
6. Using a policy manual supports effective time management for supervisors to provide for planning and departmental development functions.
7. Policy manuals save supervisory time spent in answering repetitive questions.
8. Policy manuals serve as a source document for inspection by approval agencies.

The Board of Trustees will modify and adopt changes to the Policy Manual as needed to best serve the operation and intent of the Recreation District and will conduct a full review as needed to address any recommended changes to the entire document.<sup>1</sup> Revised Policy Manuals will replace the outdated policy manuals (if changes are made) in all Departments as soon as possible after adoption. The Department Managers will be responsible for replacing the Policy Manuals and the necessary review and training required by the updates. The Policy Manual will be updated and printed through the Administration Department of the Barefoot Bay Recreation District.

To the extent that these policies reference any specific statute, ordinance, law or rule, the Board specifically intends that these policies shall comport with and/or incorporate any amendments to such statute, ordinance, law, or rule subsequent [www.myflorida.com](http://www.myflorida.com) is the website for easy access to Florida Statutes. As the statute(s) change(s), this policy manual will be modified accordingly.

## **Part One. General Operating Policy**

### **1.0 EMPLOYMENT AND TRAINING**

Barefoot Bay Recreation District recognizes the value of employees, and wishes to acquire talented personnel, providing the necessary training to allow employees to advance within the organization. Barefoot Bay Recreation District will hire the most suitable candidate for any open position, and employees to learn about the organization and to work as a valued team member.

Standard hiring practice is to perform open recruitment for job openings. To encourage employee personal and professional development growth, the hiring manager may elect to use internal recruitment only when the hiring manager and his or her supervisor believes there is more than one qualified employee to fill the position. Under special circumstances (key critical positions), the Community Manager may authorize promotion or appointment of a qualified candidate to a position without using the recruitment process. Upon such circumstances a written statement will be placed in the employees file explaining why the normal process was not used.

Within budgetary restraints, the District recognizes the importance of professional continuing education to maintain and grow skill sets of professional positions. Training will be completed in state only. In the event there is a need for out of state training, the Board will approve out of state travel. <sup>2</sup>

### **1.1 TRAVEL POLICY**

Barefoot Bay Recreation District does not recommend the use of personal vehicles for business purposes. Employees will not be reimbursed for mileage when they use their personal vehicle for Barefoot Bay Recreation District business. An exception is made when 1. An employee is required to attend a seminar, training or any overnight business travel, or 2. An employee is on an official assignment and a Barefoot Bay vehicle is not available<sup>3</sup>, subject to prior approval of district management. If necessary, during a declared emergency, district management may waive this policy. <sup>4</sup>

Per diem and travel expenses of public officers, employees and authorized persons shall be reimbursed in accordance with Section 112.061, Florida Statutes. Training will be completed in state only. In the event there is a need for out of state training, the Board will approve the travel.

<sup>5</sup>These basic policies apply to all BBRD travel:

1. All travel, if pre-authorized by the Community Manager
2. Receipts are required for reimbursed expenses
3. Rates of per diem and subsistence allowance and mileage rate for use of personal vehicles is reimbursed in accordance with Sec.-112.061, F.S.
4. Expense reports that approved by the Department Head and Community Manager are reimbursed in a timely manner.
5. Traveler must elect prior to travel use of per diem or reimbursement for meal expense (including up to 15% tip and sales tax).<sup>6 7</sup>

### **1.2 REPORTS REQUESTED BY THE BOARD OF TRUSTEES**

The following reports shall be provided by the 15<sup>th</sup> of each month:

1. A financial report showing the actual expenses and revenues for each month and year to date compared to the budget amount for the year for all departments and overall district.
2. Revenues and Expenditures of any federal, state, or local agency grant funds applicable to any budgeted project shall be accounted for as separate line items.

The following report shall be provided at each meeting:

1. A listing of all checks paid by the District from the previous meeting to the current report time. The list will include the amount of the check, vendor, and description.

### **1.3 JOB INSTRUCTION TRAINING MANUAL**

Job Instruction Training Manual will be established and updated by management on an “as needed” basis. Input from the Department Managers and employees will be valuable in keeping these documents current and representative of actual procedures. Attention will be focused on best practices as recommended by management, audit recommendations, and legal professional recommendations. Department Managers will be responsible for instruction and training on the updated JIT and Procedure Manual.

## **Part Two. General Financial Policies**

### **2.0 ACCOUNTS PAYABLE**

All bills, packing slips, filled purchase orders and applicable paperwork must be turned into accounts payable on a daily basis, and all bills must be signed by the department manager or designee.<sup>8</sup> Unsigned bills will be returned to the department and payment will be delayed.

#### **Sales Tax**

Sales tax is collected on all taxable items and paid in accordance with Florida Statutes. This includes, but is not limited to, shopping center rentals, pro shop sales, food and beverage sales and resident user fees.

### **2.1 ACCOUNTS RECEIVABLE**

All receipts are recorded when received and coded to the proper General Ledger accounts. Bank deposits from each location are compiled into one deposit and deposited with the bank of record each day. Customer accounts will be credited with payment receipts by the next business day following the receipt of the payment.

### **2.2 ASSESSMENT FEE COLLECTION POLICY**

Customers delinquent 30 days or more are subject to a monthly \$10.00 delinquent fee until their account is current. Payments are due on the first day of each month. Accounts are delinquent after 30 days.

When a resident goes 60 days past due, the District mails a demand letter that documents the delinquency and notifies the property owner of the District's intent to collect the debt. If there is no response to the demand letter, 10 days from the date of the letter, a lien is recorded on the property. The District sends a copy of the signed and notarized lien to the resident, both by certified mail and by regular mail and the District files the lien with the county. If there is still no response sixty (60)

days after the date of recording or one year after the delinquent installment first became due (whichever is later), the overdue account will be sent to the District's attorney for collection.

In cases where a property owner disputes the District's assertion that an assessment payment is delinquent, the District shall reimburse the property owner up to an amount of \$50.00 in bank fee charges incurred by the owner to obtain bank documentation which affirmatively demonstrates that payment of the delinquent assessment was made timely by the owner. Such reimbursement shall be made only after verification of valid payment by the District, and in no instance shall District funds be advanced to an owner for such purpose prior to verification of valid payment.

Effective October 1, 2009, the District shall collect its assessment via the uniform method for the levy, collection, and enforcement of non-ad valorem assessments pursuant to Sec. 197.3632, Florida Statutes. Delinquent accounts as of that date will be processed by the District in the manner provided for above.

### **2.3 CONVEYANCE OF PROPERTY**

The appropriate social membership fee plus sales tax is collected from each new owner each time the property changes hands, in accordance with the District's General Rules Applicable to District Facilities and the Deed of Restrictions.

### **2.4 PAYROLL**

Payroll is processed on a biweekly schedule. The pay period runs Monday 12:01am to Sunday at 11:59pm.

All employees must use the accepted method of time keeping for recording time in and out as well as sick, vacation, and personal time off.

### **2.5 RETIREMENT PLAN**

A retirement plan is available for any full-time employees who wish to participate. The District will match one for one up to 3% of employee's deduction of gross wages.<sup>9</sup>

### **2.6 INVENTORIES**

Monthly a physical inventory is taken of food and beverage supplies, food stock, and pro shop merchandise and reconciled to the ledger.

### **2.7 FIXED ASSETS (tangible personal property)**

A listing of all fixed assets with a value of \$2,000.00 or more will be maintained, updated, and completed for each year by September 30<sup>th</sup>. Each item received is tagged with an all-weather tag. Additions and deletions of tangible asset require approval by Community Manager.<sup>10</sup>

Surplus or otherwise obsolete tangible personal property owned by the District may be disposed of in any manner as provided in Chapter 274 Florida Statutes, or as otherwise provided by general law.

### **2.8 YEARLY BUDGET SCHEDULE AND LEVY OF ASSESSMENTS**

The audit should be completed according to Florida Statutes. The yearly budget schedule is prepared in accordance with the requirements as provided in Article VI BREVARD COUNTY ORDINANCE NO. 84-05 (The Charter of the Barefoot Bay Recreation District) as excerpted below:

### **Fiscal Year and Budget Process**

"The fiscal year of the district shall commence on October 1 of each year and end on September 30 of the following year. The trustees shall, on or before April 1 of each year, prepare an annual financial statement of income and disbursements during the prior fiscal year. On or before July 1 of each year, the trustees shall prepare and adopt an itemized budget showing the amount of money necessary for the operation of the district for the next fiscal year and the special assessment to be assessed and collected upon improved residential parcels of the district for the next ensuing year. Each year such a financial statement shall be published once during the month of April in a newspaper of general circulation within the county. A copy of the statement and a copy of the budget shall also be furnished to each owner of an improved residential parcel within 30 days after its preparation, and a copy of each shall be made available for public inspection at the principal office of the district at reasonable hours."

In order to meet the time frame mandated by the Charter, and the Florida Statutes, the Community Manager will begin to hold pre-budget meetings with each department of the district in order to have a draft of the proposed budget available for trustee perusal and public meetings. The Community Manager shall have a working draft available by April 1 of each year.

April 1	Prior fiscal year Financial Statement and working draft of next fiscal year's Budget to be presented to Trustees.
First Week of April	First working draft presented to the Trustees
Third Week of April	Workshop for the Trustees to give their recommendations to the Community Manager.
Fourth Week of April	Publish prior fiscal year Financial Statement in generally circulated newspaper within Brevard County.
Third week of May	Workshop to present proposed draft for mail out to community and hear comments from both Trustees and citizens.
Regular May Meeting	Adopt proposed draft for mail out to property owner of record and set Public Hearing date (must be 21 days after notice is published).
On or before Monday after May meeting	Publish notice of Public Hearing in newspaper of general circulation (must be 21 days prior to hearing). Mail proposed budget, proposed assessment rate, and prior year financial statements to all property owners of record.
June 20th to June 30th	Time frame for Public Hearing, for community input, on proposed budget, proposed assessment that was received in mail. Board will have to consider two resolutions. One to set the special assessment rate, and one to adopt the formal budget.
September 15	Deadline to certify the Non-Ad valorem Assessment Roll to Brevard County Tax Collector
September 30	Current fiscal year ends
October 1	New fiscal year starts

### **2.9 ESTABLISHING A NEW FUND**

It is the policy of the Recreation District to establish a new fund based on the criteria identified by the State of Florida in the Uniform Accounting System Manual. The manual recommends that only



a minimum number of funds consistent with the legal and operational requirements of the District should be established. Each new fund adds complexity and costs to the administration of the District's financial system. A fund is defined as an independent fiscal and accounting entity consisting of a self-balancing set of accounts segregated for the purpose of carrying on specific activities in accordance with defined regulations, restrictions and limitations. This policy should address the following areas when opening a new fund:

#### **Charter Reference**

The terms of reference are required, giving authority to open a new fund and setting out its purpose, manner of operation and peculiarities, if any.

#### **Fund Identification and Interaction with Other Funds**

The named fund is allocated an identifying number for General Ledger data collection and reporting.

The General Ledger set-up should take cognizance of the relationship of the new fund to existing funds and the appropriate codes put in place to facilitate operation.

### **2.10 Budget Amendments and Transfer <sup>11</sup>**

#### **Budget Amendments**

Budget amendments that either increase or decrease the amount of a fund or department within the General Fund will be recommended by the Finance Manager, approved by the Community Manager and authorized by an affirming vote of the Board of Trustees with an accompanying resolution to the budget amendment.

The only exception to this policy will be the annual allocation of the employee incentive budget once all employees have received their annual evaluations. This Budget Transfer will be recommended by the Finance Manager and approved by the Community Manager. A copy of said budget amendment will be provided electronically to the Trustees on the date of execution.

#### **Budget Transfers**

Budget transfers that do not either increase or decrease the amount of a fund or department within the General Fund will be recommended by the Finance Manager and approved by the Community Manager.

### **2.11 CHART OF ACCOUNTS – GENERAL LEDGER ACCOUNT STRUCTURE**

Each fund has its own chart of accounts for all transactions relating to:

- Balance Sheet
- Revenues
- Cost of Sales (if applicable)
- Expenditures /Expenses

The funds and purposes are listed below. The General Fund and the Debt Service Fund consist of revenue and expenses for various operations. The other funds listed below are maintained as record-keeping funds.

Description	Purpose
General Fund	Legislative Expenses, includes G/L accounts for Special Reserve, Stormwater, Capital, and Shopping Center departments. Revenue received as federal, state, or local agency grant funds shall be maintained in a separate account within the General Fund.
Debt service fund	To record deposits and payments to long term debt
General Fixed Assets Fund	Used to record capital assets and accumulated depreciation
General Long-Term Debt Fund	Current balances for Long Term Debt
Government Wide Fund	Reconciling/conversion entries to Government Wide Statements

## 2.12 BANK ACCOUNTS

The District maintains bank accounts necessary to provide for operations.

<u>Account</u>	<u>G/L Account #</u>	
General Fund General Fund)	001-101000	(Purpose: receipts and expenditures for the

### Investment Procedures<sup>12</sup>

The District does not have a written investment policy that adheres to F.S. Section 218.415. Therefore, the District can only invest in the following instruments and programs:

1. The Local Government Surplus Funds Trust Fund, or any intergovernmental investment pool authorized pursuant to the Florida Interlocal Cooperation Act of 1969, as provided in s. 163.01.
2. Securities and Exchange Commission registered money market funds with the highest credit quality rating from a nationally recognized rating agency.
3. Interest-bearing time deposits or savings accounts in qualified public depositories, as defined in s. 280.02.
4. Direct obligations of the U.S. Treasury.

The District currently participates in the State Board Association Pooled Investment Program (SBA). The interest earned on the SBA investments is recorded when it is received.<sup>13</sup> Funds are only moved between Financial Institutions by authorized resolutions adopted by the Board of Trustees. Funds may be moved between accounts at an Institution by recommendation of the Finance Manager and the approval of the Community Manager with notification to the Board of Trustees upon execution.<sup>14</sup>

## 2.13 PROCUREMENT POLICY

### **Ethical Standards and Their Application to Procurement**

No officer or employee of the Barefoot Bay Recreation District shall have any financial interest in the profits of any contract, service, or other work performed for BBRD; nor shall an officer or employee personally profit directly or indirectly from any contract, purchase, sale, or service between BBRD or any person or company, nor personally or as an agent provide any surety bail or bond required by law or subject to approval by the Board of Trustees. No officer or employee shall accept any free or preferred service, benefits, or concessions directly or indirectly, from any person or company doing business with, or soliciting business from BBRD.

### **Payment of Sales Tax**

In accordance with State law, Barefoot Bay Recreation District is exempt from paying sales tax on purchases. A copy of the District's sales tax exemption certificate shall be maintained and available at the administrative offices.

### **Capital Budget Expenditures**

The Board of Trustees and Community Manager must approve all Capital budget purchases. Capital budget purchases or outlays are for the acquisition of or addition to fixed assets. They generally add value to the land or building, have a useful life of more than one year, are of a non-consumable nature, and must exceed \$5,000.00<sup>15</sup> in value.

Capital Budget expenditures are classified as:

1. Land: including land acquisition cost, easements, and/or rights of way.
2. Buildings
3. Improvements other than buildings: including, but not limited to, roads, bridges, curbs and gutters, docks, wharves, fences, landscaping, lighting systems, parking areas, storm drains, and athletic fields.
4. Machinery and equipment: includes motor vehicles, heavy equipment, office furniture and equipment
5. Construction in progress: used to account for undistributed work in progress on construction projects.

### **General Purchasing Requirements**

Community Manager shall ensure that the funds are sufficient and authorized for all expenditures. Each department/area of operation purchases supplies and inventory items according to the department's budget plan for the fiscal year. This policy has been deemed the most cost-effective, efficient approach to purchasing. The purchase of office supplies shall be coordinated through the community manager's office. The department heads/managers shall be responsible for staying within their budget as adopted by the Board of Trustees.

Department	Department Head or Designee
Administration	Community Manager or Designee

The Community Manager is authorized to approve budgeted expenditures of up to ~~\$7,500.00~~15,000.00 without Board authorization. All expenditures of ~~\$7,500.00~~15,000.00<sup>16</sup> or more shall be authorized by the Board of Trustees and have two authorized signatures on ANY check.

#### **Use of Purchase Orders-Competitive Pricing**

The primary method of purchasing a product is through a purchase order. A purchase order ensures that proper procedures and approvals have been obtained prior to placing the order for the product. Certain items do not require a purchase order and are listed under exceptions to the use of Purchase Orders.

1. For purchases of up to ~~\$999.99~~1,999.99<sup>17</sup>, a purchase order and competitive pricing is not required; however, obtaining quotations is recommended whenever practical.
2. For purchases of ~~\$1,000.00~~2,000.00 to ~~\$19,999.99~~24,999.99<sup>18</sup> informal quotes are required from at least two sources. A "No Bid" does not constitute a quote. These quotations should be submitted in writing, and kept on file in the accounts payable office and the requesting department.
3. For purchases in the amount of ~~\$20,000.00~~25,000.00 to ~~\$49,999.99~~74,999.99<sup>19</sup> written, signed bids are required from at least three sources. A "No Bid" does not constitute a bid. These bids should be kept on file in the accounts payable office and the requesting department.
4. For all purchases in the amount of ~~\$50,000~~75,000.00<sup>20</sup> or more, sealed bids are required and the Request for Proposal or Invitation to Bid Process must be followed (see Section 2.14).

If staff is unable to obtain more than one quote or bid after a reasonable time, the Community Manager may authorize the procurement based on the Department Manager's recommendation and use of Exception to Competition, #9 "Under other documented and justified circumstances approved by the Community Manager." When this exception to competition (a second quote cannot be found in a reasonable time)<sup>21</sup> is used, the Community Manager shall notify the Board of Trustees at the next regularly scheduled Board meeting and notate the date, vendor and price on an "Exception to Competition log" as maintained by the District Clerk.<sup>22</sup>

#### **Blanket Purchase Orders**

Blanket purchase orders may be used for small repetitive specified goods or services from the same vendor that requires numerous orders / shipments over specified periods of time. The use of blanket purchase orders to by-pass the competitive pricing or bid policies is not allowed.

#### **Use of Credit Cards<sup>23</sup>**

Department Managers are authorized by the Community Manager to use a credit card with a maximum monthly limit of ~~\$1,000.00~~2,000.00 for purchases when credit accounts or payment by check is not acceptable or efficient. An additional ~~\$1,000.00~~2,000.00 per month may be pre-approved by the Community Manager as needed. The Finance Manager is authorized by the Community Manager to use a credit card with a maximum monthly limit of ~~\$5,000.00~~10,000.00 for purchases when credit accounts or payment by check is not acceptable or efficient. Department Managers will forward receipts for all purchases made by use of the credit card to the Finance Manager or designee. The Finance Manager or designee shall monitor the usage of departmental credit cards. Credit cards shall be stored in a secured location by the Department Managers when not in use.

### **Exceptions to the use of Purchase Orders**

Some recurring obligations, which are exempt from the competitive bidding process and the purchasing approval process, are as follows:

- Utilities
- Travel and Training (reimbursements are handled through A/P)
- Insurance Premiums
- Debt Service Costs
- Certain refunds and reimbursements
- Inventory purchases for retail sale <sup>24</sup>

Approval and payments for these items will be processed using the Monthly invoices as back up. These items require the approval of the Community Manager or Designee and require separate verification that funds are budgeted and available before the expenditure can be made. If funds are not available, a budget transfer shall be made upon approval of the Board of Trustees.

### **Exceptions to Competition**

The competitive procurement process may be waived:

1. In defined emergencies, documented in accordance with the Emergency Purchases section of these policies.
2. For sole source procurements documented and approved in accordance with the Sole Source Purchases section of these policies.
3. For seminars registrations and professional membership dues and fees.
4. For purchase of local utility services for BBRD owned or operated facilities.
5. Postage expense, when billed by a vendor at the currently prevailing postage rates established by the U.S. Postal Service.
6. Repair or services for proprietary equipment, software, hardware, etc.<sup>25</sup>
7. Capital or R&M projects proposed by a vendor responsible for long-term maintenance when recommended by responsible department manager and approved by the Community Manager.
8. Repairs that require action within 72 hours.<sup>26</sup>
9. Under other documented and justified circumstances approved by the Community Manager.

### **Emergency Purchases**

In cases of a declared emergency which require the immediate purchase of supplies or contractual services, the Community Manager may waive normal purchasing procedures.

In the event of the need to repair existing infrastructure that impacts the health welfare and safety of residents, the Community Manager may waive normal purchasing procedures. The Community Manager shall place the contract for repairs on the next regularly scheduled BOT meeting agenda for confirmation.<sup>27</sup>

### **Purchases from Purchasing agreements of Special Districts, Municipalities, or Counties (Piggybacking)<sup>28</sup>**

District purchases based on purchasing agreements from other Special Districts, Municipalities, or Counties (Piggybacking) per Sec. 189.4221 F.S. will be allowed.

### **Purchases from State Contract<sup>29</sup>**

District purchases based on the use of state contracts will be allowed.

### Emergency Payment

In a declared emergency either the Community Manager and one Trustee, or two Trustees, are required to sign checks over ~~\$7,500.00~~ \$15,000.00<sup>30</sup> to pay for needed purchases, supplies or contracted services.<sup>31</sup>

### Purchase of Services From a Goods and Sole Source Provider

Sole source is an award of contract to the only known source for the required goods or services. A sole source purchase cannot be justified on the basis of quality or price, as quality can be a subjective evaluation based on individual opinion, and price considerations must be evaluated by competitive bidding. If there is more than one product or service that will perform essentially the same functions under essentially the same conditions as the requested product or service, a sole source is deemed not to exist.

Some of the factors considered to qualify as a sole source are:

1. The stated vendor is the only producer of the product or service, and no commercial substitute is available.
2. The information or data is proprietary.
3. The maintenance or repair requires specialized equipment or expertise, which is available only from the original vendor, or vendor representative.
4. If the District currently has a continuing service contract with the vendor.<sup>32</sup>

Sole source items must be justified and contain the following information:

1. How was a determination made, that the goods or services being purchased, are only available from one source.
2. What contacts, (if any), were made in an attempt to identify alternate sources.
3. What is the rationale that the goods or services being purchased cannot be substituted with similar goods or services from other sources.

### Awards Quotes/Bids under ~~\$50,000~~ \$75,000.00<sup>33</sup>

Award recommendations exceeding ~~\$7,500.00~~ \$15,000.00<sup>34</sup> will be submitted by the Community Manager for approval by the Board of Trustees, unless previously exempted or approved.

Suppliers shall be selected based on total cost, which considers delivery, freight costs, prices, quality, life cycles costs, warranty, services, terms and conditions. Awards to other than the low bidder, shall be documented to show the rationale for rejection (i.e. does not meet specifications, delivery and past performance problems).

### Tie Bids

Award of all tie quotes/bids shall be made by the District in accordance with Sec. 287.087, F.S., which allows a firm certified as a Drug-Free Workplace to have preference. In the event that both or neither firm is a Drug-Free Workplace, tie quote/bids may be awarded by lot.

### Waiver of Irregularities

The Board of Trustees shall have the authority to waive irregularities in any proposal, and/or bid.

### Signatures on Contracts

The Community Manager must execute all contracts for on-going and/or routine purchases of goods and services.

The Board of Trustees must approve and the Chair of the Board, or her/his designee, must execute contracts that exceed one year (1) in duration, including renewal term or that exceed ~~\$7,500~~15,000.00 in value.

### **Change Orders or Amendments**

Change order means changes, due to unanticipated conditions or developments, made to a contract, which do not substantially alter the character of the work contracted for and which do not vary so substantially from the original specifications as to constitute a new undertaking. Such changes must be reasonably and conscientiously viewed as being in fulfillment of the original scope of the contract. Further, such changes when viewed against the background of the work described in the contract and the language used in the specifications, must clearly be directed either to the achievement of a more satisfactory result or the elimination of work not necessary to the satisfactory completion of the contract.

The Community Manager is hereby authorized to approve and initiate work on the following types of change orders determined in his or her judgment to be in the best interest of the public and which do not materially alter the scope of the work contemplated by the initial contract.

1. All change orders resulting in a cumulative net decrease to the initial cost of the contract to Barefoot Bay Recreation District.
2. All change orders increasing the initial contract cost by under 10%, provided sufficient documentation is provided.
3. Any change order over 10% costs upon the verbal approval of the Chairman of the Board or next ranking Board member) if the delay in taking the proposed change order to the next available Board meeting would substantially delay the project. The Community Manager shall place the change order on the next available Board meeting agenda for confirmation by the Board in a public meeting.<sup>35</sup>
4. All change orders or amendments involving procedural or other matters that will not result in any change to the contract's cost.

The Board of Trustees must formally approve all other change orders before work may be authorized to begin.

### **Purchase of Computer, Related Equipment and Supplies**

Purchase of any IT related product or service will be coordinated through the IT services contract manager for vendor analysis and approval.<sup>36</sup>

### **Receiving and Approving Goods and Services**

It is the responsibility of each department to inspect all goods or services to determine their conformance with the specifications set forth in the purchase agreement.

If goods or services are not acceptable, the department manager take appropriate action and if necessary, notify the Community Manager.

### **Services Performed on BBRD Property**

Vendors performing work on Barefoot Bay Recreation District property, regardless of value of the project or scope of work, are required to:

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>37</sup>

#### **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~~**\$15,000.00** and not to exceed \$25,000.00 by staff toward the acquisition of a property identified by the Sub-Committee in accordance with NRP rules as established by the BOT.<sup>38</sup>

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~~75,000.00 OR MORE)<sup>39</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~~75,000.00 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~~75,000.00 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.

### **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>40</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>41</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 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.

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>42</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:

"Amenity" shall mean something, such as a swimming pool or shopping center that is intended to make life more pleasant or comfortable for the people in a community.

"Associate Golf Membership" shall mean a golf membership that is available to non-residents of Barefoot Bay.

"Board" shall mean the Board of Trustee(s) of the Barefoot Bay Recreation District.

"BFBHOA" shall mean the Barefoot Bay Home Owners' Association.

"Cause" shall mean a violation of the rules or a violation of State, Local, or Federal law.

"Club or Social Club" shall mean a Club or Organization consisting of a majority of members who are residents of the Barefoot Bay Recreation District. Certified organizations intended to benefit Veterans or their families are not considered to be "clubs or social clubs."

"Delinquent" shall mean any fee or charge which is not paid by the defined date.

"Dependent" shall mean children who reside with the owner(s) and are: 1. Under 18 years of age and unmarried; or 2. Full time students at any institution of higher education and not over 23 years of age; or 3. Incapable of total self-support due to physical or mental handicap regardless of age.

"District" shall mean the Barefoot Bay Recreation District as defined in the Brevard County Ordinance No. 84-05.

"District Management" shall mean the management personnel or authorities designated by the Board to manage the District facilities.

"Grandchild pass" shall mean a pass purchased by a social member to be used for their grandchildren (under 18 years of age) while they are visiting their grandparent.<sup>43</sup>

"Guest" shall mean those persons normally residing outside of the subdivision who have a guest pass, which was purchased by a Social Member, for the use of his/her guest to gain access to District Facilities.

"Guest pass" shall mean a pass granting a guest privileges to utilize District Facilities and shall include all privileges.

"Invitee" shall mean any non-resident who is invited by a member of an authorized Club or Organization, to participate in an activity or a specific event. An invitee may include, but not necessarily be limited to, a speaker, facilitator, or instructor. An invitee has access only to the facility where the event is held."

Kids' swim event shall mean an advertised time where children under 16 years of age are encouraged to use the pool and when children without a social membership badge or renter's badge can attend as long as they have a valid kids' swim badge.<sup>44</sup>

"Kids' swim badge" shall mean an annual photo identification card issued by the District after a parent or guardian has registered her/his child with Resident Relations staff at the Administration Building.<sup>45</sup>

"Long term renter" shall mean a renter of one year or more.

"Members" shall refer to those who are granted membership Under Section 3.1 and in good standing.<sup>46</sup>

"Social Membership Fee" shall refer to a user fee that entitles the member to the use of the District facilities.

"Non-Resident(s)" shall mean a person not residing in Barefoot Bay and not accompanied by a member resident.

"Property owner" shall mean the owner(s) of any platted residential lot in the subdivision.

"Renter/Tenants" shall mean non-property owner(s) leasing a dwelling within the subdivision.

"Resident" shall mean person(s) living with a property owner but not on the deed.

"Resident spouse" shall mean the spouse or domestic partner of a property owner who is not on the recorded deed.

"Rules" shall mean these rules governing the use of District facilities.

"Seasonal renter" shall mean a renter for less than one year.

"Subdivision" shall mean that group of platted subdivisions recorded in the public records of Brevard County and known as Barefoot Bay.

"Temporary Lounge/Business Pass" shall mean a pass obtained by a vendor or realtor that has a stated business purpose at the lounge.<sup>47</sup> Temporary Lounge/Business Passes will not be issued up to two hours before or during any music event.<sup>48 49</sup>

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### **Objective**

The objective of the District shall be to provide recreational entertainment facilities for its members and guests including but not limited to; Golf, Tennis, Swimming, Shuffleboard, Lawn Bowling, Basketball, Bocce ball, Horseshoes, Softball, Handball, Community Center Complex, Golf Clubhouse, Common Grounds, Beach property and Fishing pier.

### **Management**

The Board of Trustees (the Board) of the Barefoot Bay Recreation District (the District) shall be responsible for the operation and management of all its facilities. Their judgment shall be final in all questions involving interpretation of rules, regulations, fees and charges.

### **General Rules**

1. The District's facilities are available to members and open to the public and guests paying the appropriate fees and meeting membership requirements.
2. Guests may use District upon payment of appropriate fees.
3. Fees paid to the District are to be used at the discretion of the "Board."
4. The use of District facilities, including the golf course, may be limited or restricted by the Board or by District management as necessary to allow all eligible persons to have reasonable use of District facilities without overcrowding.
5. District management reserves the right to refuse use of the District facilities to any person or group for violations of these rules.
6. Any member delinquent in payment of fees shall be denied use of facilities.
7. District management reserves the right to ask the member to have their guest present at the time of obtaining a guest pass(es).
8. Residency in the District does not confer upon any member the unlimited right to use the District facilities.
9. Fees, assessments, and service charges shall be set by the Board.
10. Office hours of the Community Center complex or other designated facility for the payment of membership fees will be as posted.
11. Property owners shall be responsible for any debt incurred by the Property owner, their family, guests, or tenants.
12. The Property owner is responsible for the conduct and appearance of his/her guest(s) while using the District facilities.
13. Appropriate dress is required in all facilities.

14. Smoking, use of any tobacco product and/or use of e-cigarettes (i.e. nicotine vapor devices) are not permitted in any District facilities and may only be permitted in designated outdoor areas.<sup>51</sup>
15. All physical injuries sustained on Barefoot Bay Recreation District Property must be reported to BBRD Staff as soon as possible by the injured party or a representative.<sup>52</sup>
16. Golf membership shall be renewed annually.
17. The Community Manager may suspend, cancel, or revoke any resident or property's social membership, family membership, golf membership, kids' swim pass, or guest pass based on a violation of these rules. The affected resident whose membership was suspended, canceled, or revoked may appeal the suspension, cancellation or revocation by requesting a hearing before a Special Magistrate. The Board of Trustees shall appoint a Special Magistrate to hear and decide cases involving such violations. If an appeal is requested, violation cases shall be processed as follows:<sup>53</sup>
  - A. District Management shall provide the owner, resident, and/or guest with written notification of the alleged rules violation and penalty. The alleged violator would accept the penalty or request a hearing before the Special Magistrate. If a hearing is requested, a written notice of hearing shall be provided at least ten (10) days in advance of any hearing. After a hearing is requested suspension, cancellation or revocation may be stayed by the Community Manager until the Special Magistrate hearing.<sup>54</sup>
  - B. BBRD staff shall present evidence of the alleged rules violation to the Special Magistrate at a quasi-judicial hearing held to determine whether such violation occurred, and if so, the appropriate penalty to be imposed. The hearing shall not be governed by the formal rules of evidence; however, due process shall be provided to the owner, resident, and/or guest. The owner, resident, and/or guest shall have the right to cross examine witnesses and to present relevant evidence which is responsive to the alleged rule violations.
  - C. The Special Magistrate shall determine whether BBRD staff has established, by a preponderance of the evidence that a rules violation has occurred. If a rules violation is found to have occurred, the Special Magistrate shall impose a penalty of suspension, cancellation, or revocation of the violator's social membership, family membership, golf membership, or guest pass. The violator shall be notified in writing of the Special Magistrate's ruling within ten (10) days of the hearing. In levying any penalty imposed pursuant to this Section, the Special Magistrate is not obligated to impose the penalty imposed<sup>55</sup> by District Management.
  - D. The decision of the Special Magistrate shall constitute final quasi-judicial action of BBRD. Any aggrieved party may appeal the ruling of the Special Magistrate to a court of competent jurisdiction in Brevard County, Florida.
  - E. If a hearing is requested and the violator is found to have committed the violation as alleged, the violator shall be responsible for the District's cost in bringing the matter to hearing.<sup>56</sup>
18. Pets are not allowed in District Recreational facilities, except for service animals.
19. Special rules applicable to individual buildings will be conspicuously posted and observed by members and guests.
20. Beverage laws and license regulations forbid outside alcoholic beverages of any type from being brought into District facilities or consumed therein. Therefore, alcoholic beverages of any type consumed on the premises must be obtained from District facilities.
21. The following behaviors may result in the suspension, cancellation or revocation of a person's social membership, family membership, golf membership and/or guest pass:
  - A. Violation of District Policies or Rules applicable to District Facilities.
  - B. Violation of any local, state, or federal law while using District Facilities.
  - C. Fighting and verbal assault.
  - D. Discourteous, threatening, or rude behavior to BBRD employees, residents or patrons of District Facilities.



- E. Loud and raucous behavior which decreases the enjoyment of other patrons of District Facilities.
  - F. Unintentional or deliberate misuse of the BBRD Facility or property which results in, or has the potential to result in, damage to the Facility or property, or in any way compromises the safety of any Barefoot Bay Recreation District Facility patron or BBRD staff member.
  - G. Misrepresentation of facts which may result in the District's Policies or fee structure improperly administered or collected.<sup>57</sup>
22. A guest fee shall be charged in accordance with the fee schedule to any non-resident for use of District facilities. This fee shall not be charged to any non-resident using District facilities under the following circumstances:<sup>58</sup>
- A. When the facility is rented by a non-resident who has paid the appropriate fee.
  - B. Any exemptions to this rule shall only be authorized by the Board of Trustees no less than 30 days before the event.
  - C. This section does not apply to Food & Beverage events, except for Music Bingo.<sup>59</sup>
  - D. Vendors hired by clubs/organization are exempt from guest pass fee.
23. Children under age 12, must be accompanied by an adult when using District facilities. Groups of children who are using the facilities with guest passes must have one responsible adult for every five children.<sup>60</sup>
24. Commercial solicitation is prohibited while on District properties. The gathering of signatures for petitioning of elected officials is prohibited within buildings or upon District facilities. Bonafide nonprofit or 501(c) fundraising efforts shall be permitted.
25. Any organization or individual desiring to plant trees, shrubbery, flowers, or other vegetation on District property must have prior approval of District management. A landscaping and maintenance plan shall be submitted for review and approval prior to any planting activity. Any vegetation planted on District property shall become the property of the District. No removal of vegetation is permitted without District approval.
26. Decorations<sup>61</sup>
- A. No items or decorations of any type, which may be viewed as offensive to any patrons, may be affixed, installed or added to any facility by individuals, residents, clubs, or organizations.
  - B. No items or decorations may be applied or attached to any public area facility without the expressed permission of management. This permission must be in writing and cover the type, style, material, custodial and maintenance requirements as well as the contact person in charge of the decorations.
  - C. The use of candles, confetti, birdseed, rice or other non-environmentally friendly products will not be used except as authorized by the Community Manager. Requests for said exceptions shall be made in writing, reviewed by the Property Services Manager and approved or denied by the Community Manager no less than 3 business days before an event.<sup>62</sup>
  - D. All items must be promptly removed from the area at the end of the event (party, meeting, show or other)
  - E. Failure to adhere to this policy could result in revocation of use of the facilities for the persons involved.
27. If any property has been determined to be in violation of the Amended and Restated Deed of Restrictions for Barefoot Bay by the BBRD Violations Committee, then all social, family, and golf memberships affiliated with property determined to be in violation shall be automatically suspended upon rendition of a Findings of Fact, Conclusions of Law, and Order by the BBRD Violation Committee. No party, whether they be owner, renter, or guest affiliated with the property in violation may use any District Facility until an Order of Compliance is issued by the Violation Committee. This provision shall operate to suspend all referenced memberships regardless of whether the owner owns multiple properties or other properties not determined to



be in violation. Should an owner appeal a finding of the Violation Committee to the BBRD Board of Trustees (or circuit court), the automatic suspension of privileges shall be tolled during the pendency of such appeal.<sup>63</sup>

28. Where any vehicle located on any residential lot has been posted with three (3) administrative notices of violation of Article III, Section 3 (D) of the Amended and Restated Deed of Restrictions for Barefoot Bay related to prohibited parking on the lawn, grass, or landscaped area of said lot, within any thirty (30) day period, all social, family, and golf memberships affiliated with the lot shall be automatically suspended for thirty (30) days. For any subsequent posted violation of Article III, Section 3 (D) of the Amended and Restated Deed of Restrictions for Barefoot Bay occurring on the same lot, subsequent to the issuance of the initial thirty (30) day suspension, and within one (1) year from the date of the initial posted notice, all social, family, and golf memberships affiliated with the lot shall be automatically suspended for six (6) months. For any subsequent posted violations of Article III, Section 3 (D) of the Amended and Restated Deed of Restrictions for Barefoot Bay occurring on the same lot at any time subsequent to the issuance of any six (6) month suspension, all social, family, and golf memberships affiliated with the lot shall be automatically suspended for one (1) year for each subsequent posted violation. An owner may appeal any notice of suspension issued pursuant to the provisions of Paragraph 17 herein.<sup>64</sup>
29. Non-employees (including but not limited to trustees, advisory committee members, residents and/or guests) shall not enter an employee work area (i.e. behind a bar, kitchen, work shop, private office, etc.) without being accompanied by the Community Manager, Department Manager or designee.<sup>65</sup>
30. The Board of Trustees hereby declares that all Recreation District Facilities, including, but not limited to, all District owned or managed buildings, pools, golf course areas, fields, courts, beach areas, piers, general recreation areas, and common areas of all kinds, are deemed to constitute "Parks" for enforcement of Sec. 74 - 101 through 74 - 105, Code of Ordinances of Brevard County, Florida and for enforcement of any applicable state statutes prohibiting sexual offenders and/or sexual predators from said locations."<sup>66</sup>

#### **Identification Badges and Attire<sup>67</sup>**

1. Identification badges are issued to identify members, their dependents, guests and renters. The issuance of badges will be controlled by District management. Badges are required for all.
2. Unless waived by District Policy or Management, members and guests are required to have in their possession and wear when requested by a District employee, an appropriate District identification badge when using District facilities. The identification badge must be produced upon request by Barefoot Bay staff. If not presented, resident/member/guest must leave the facilities.<sup>68</sup>
  - A. If a resident with an expired social membership badge (not to exceed 6 months expired badge) wishes to enter a facility when business offices are closed, the resident may purchase a daily guest pass to enter the facility when business offices are closed. Said residents must update their badges the next business day at which point they may apply for reimbursement of the guest pass paid.<sup>69</sup>
  - B. Pictures of badges on cell/mobile phones will be accepted under the following conditions:<sup>70</sup>
    - i. Screen must be large enough for all detail of the badge to be seen at one time.
    - ii. Image must be a color picture of the full badge with resident's face visible.
      - a) Black and white images will not be accepted.
      - b) Daily guest passes, weekly guest passes and short-term renter badges will not be accepted on a cell phone.
    - iii. The image must contain all of the information on one side of the badge. If the resident has a badge with the account number on the back side, they must either

bring their physical badge, or get their badge updated in the Resident Relations Office so that all the information is visible on one side of the badge.

- iv. The image of the badge must be clear. BBRD staff, including but not limited to pool hosts, must be able to read the account number, see the resident's picture, and (if the resident is purchasing a guest pass) the resident's name.
3. Shoes and shirts shall be required when using District facilities, except for the swimming pool areas.
4. Vulgar and/or offensive language and/or images on clothing (as deemed by staff) is prohibited within District facilities.<sup>71</sup>
5. Unidentified persons using District facilities should be reported to the District Management.
6. Property owner(s), guest(s) or rental tenant(s) shall not make, or have made duplicate keys to gain access to fishing pier, beach property or RV storage compounds, or allow unauthorized persons access to such keys. Keys shall be returned to the Community Center office when no longer needed. Violators will be subject to prosecution for trespassing and/or revocation of social membership privileges.
7. Any violators may be subject to prosecution for trespassing and/or revocation of membership privileges.

### 3.1 MEMBERSHIP

#### Types of Membership

##### *Social memberships:*

1. Social membership entitles the member to the use of the District facilities. Social membership fees for property owners are a one-time fee except as further defined herein. Social membership fees for guests and renters/tenants are annual fees as defined herein. Golf privileges may be extended upon registration at the Pro shop and payment of current green fees.
2. Social membership is available to:
  - A. Property owners, resident spouses or domestic partners, and unmarried children as an incident of such ownership.
  - B. Non-property owners renting in the subdivision as tenants or guests as an incident of residence.
  - C. Other guests upon payment of appropriate fees.
3. Social Membership fees shall be due and payable upon application for social membership in accordance with adopted fee schedules.

##### *Family Social Membership:*

1. Privileges and fees under this type of membership are the same as social membership. Family Social membership shall include the adult property owner(s) and their children, when the children reside with the owner(s) and are:
  - A. Under 18 years of age and unmarried.
  - B. Full-time students at any institution of higher education and not over 23 years of age.
  - C. Incapable of total self-support due to physical or mental handicap regardless of age.
2. Other adults and children no longer qualified under paragraphs 1 a, b & c, of this section residing with the property owner(s) shall secure a social membership of the District in their own name and pay the appropriate membership fees.

### **Golf Membership:**<sup>72</sup>

1. Golf membership entitles the member to the use of the golf course and attendant facilities in consideration of annual membership dues as provided in these rules. Application for membership by eligible persons is made to the Golf Operations Manager.
2. Golf membership is available to:<sup>73</sup>
  - A. Family membership shall be limited to two individuals, regardless of family size.
  - B. Unmarried children over 18 years of age and other adults residing in a property owner(s) home must obtain a membership in their own name.
  - C. Renters/Tenants with a lease agreement and residing in the subdivision may be granted a golf membership upon application to the Golf Operations Manager.
  - D. Associate Golf Membership is:
    - i. Open to persons outside of Barefoot Bay.
    - ii. Annual Single & Family Golf Memberships available.
    - iii. Associate Golf Memberships entitles the member the use of the golf course and 19<sup>th</sup> Hole.
    - iv. Annual Associate Golf Membership dues include a one-time Initiation Fee and appropriate User Fees.
    - v. Application for membership by eligible persons is made to the Golf Operations Manager.

### **Priorities with respect to golf membership.**

Because the number of golf memberships is subject to a maximum limit as set forth in the golf course rules and regulation adopted by the District, priority in availability of memberships shall be in the order of the categories set forth in paragraphs 1 through 3, of these rules. No person(s) on a waiting list in any category shall be offered a golf membership so long as there is a person on the waiting list in the immediate prior category.

### **Changes of Golfing Membership**

A member may terminate his or her golf membership, or Trail fees only for medical reasons, or death. Documentation from his or her doctor either limiting or prohibiting the member's ability to play shall be required. This request must be in writing to the Golf Operations Manager, and must be approved by the Community Manager prior to any return of any funds for unused fees. Both membership and trail fees will be returned on a pro-rata basis for the first six (6) months of the fiscal year. After March 31 of any fiscal year, there will be no return of any unused portion of fees.<sup>74</sup> Medical related membership refunds cannot be used in two consecutive years. A member status may be changed for medical need once during membership period. A member may not change the status of membership back and for (i.e. Family to Single back to Family) within one membership period.<sup>75</sup>

### **Applications for Social and Family Social Membership:**

1. Property owner(s) in the District and members of a property owner's immediate family need not make formal application, since membership is required at the time of recording of the title to such property.
2. The non-property owner adult family member in residence must apply in person at the Community Center office or other designated District facilities for membership when no longer qualified under "Family Social Membership".
3. Renter/Tenants and guests who intend to use District facilities shall register and arrange for membership in the District.

## **Fees and Dues**

### **1. *Social and Family Social Membership***

- A. A membership fee shall be paid for Social and Family Social membership.
- B. A property owner shall pay the fee only once for each home site of which they are owner of record. This fee is non-transferable between parties.
- C. Non-property owner, such as tenants or guests shall pay the fee upon becoming a member.
- D. The tenants or guests who concurrently pays the fee and enters into a home purchase contract may have his/hers unused monthly or initial annual <sup>76</sup>rental social membership amount applied toward the property owner membership fee due at the time of closing provided that closing occurs within 12 months of initial membership.

### **2. *Golf Membership***

- A. Fees for the golf membership are as specified in these rules and subject to change by the Board of Trustees.
- B. Golf membership fees are for one fiscal year (October 1 thru September 30).; Said fees shall be paid per rules established by the Golf Operations Manager and approved by the Community Manager. Processing fees may be assessed for installment payments.
- C. A member accepting a golf membership after October 1 shall pay a pro-rated share of the annual fee. Dues shall be on an annual basis only.
- D. Membership fees are categorized as "family" or "single" as follows:
  - i. Family - joint property owners owning a home as defined in definitions.
  - ii. Single - one property owner with non-playing spouse, unmarried children over 18 years, or other adults in residence.
  - iii. Family and single memberships are also available to eligible renter/tenants.
  - iv. Annual Associate Family and Single Memberships are available.

All other Associate Golf Membership policies apply.

## **Property Damage**

### **1. *Personal Property***

The District shall not be responsible or liable for damage, destruction, loss, or theft of personal property belonging to a member. This rule applies also to member's family or guest.

### **2. *District Property***

- A. Any District member, non-member, or guests responsible for intentional, accidental, or negligent damage or destruction of District property shall be charged for repair or replacement costs of the District property.
- B. Items removed from District property without permission will be charged to the responsible person.

## **3.2 RULES FOR SPECIFIC DISTRICT FACILITIES**

### **General**

- 1. The rules in this section pertain to the buildings, Recreation facilities and common grounds available for use by members and registered Clubs or Social Clubs. More specific rules for each separate facility are posted in the building or areas designated and must be observed.
- 2. Only registered Clubs or Social Clubs and members may use District facilities in accordance with the rules herein. Use of facilities will be governed by BBRD management.<sup>77</sup> Use of District

facilities by non-members shall be required to pay appropriate rental fees according to adopted fee schedules.

3. Keys or combinations to locks shall be provided to all sheds, rooms, cabinets, offices and storage facilities used by clubs or groups and which are owned or placed on BBRD property. These shall be clearly marked and provided to the BBRD District Clerk.<sup>78</sup>
4. Any club, organization or individual desiring to construct or install any building, sun cover, bench or other type of structure on District property must have prior approval of District management. A complete plan including materials and design, along with maintenance, repair and insurance requirements must be included. All local, county, state and federal regulations pertaining to excavation and building must be met prior to construction or installation of any structure. Any structure constructed, placed or installed on District property becomes the property of the District. No removal of any such structure is permitted without District approval.<sup>79</sup>

#### **Use of Buildings or Amenities**

1. Normal hours for use of buildings and all amenities are posted. When the amenities are closed no one shall use them. Exceptions may be granted by pre-arrangement with the Community Manager and/or his designees.<sup>80</sup>
2. Persons or official BBRD organizations desiring to use Barefoot Bay facilities shall make such reservations in advance with the appropriate District office in charge of calendar coordination in writing. Persons or organizations may reserve Building A, Building D&E or other facilities for exclusive or non-exclusive use. Denial of requests for exclusive use of amenities shall be provided to the requestor within 3 business days in writing, citing reasons for denial. Persons or official BBRD organizations may appeal staff's denial of a request for exclusive use of an amenity to the Board of Trustees at the next regularly scheduled meeting. These facilities are for the principal use of residents, who have priority over any outside-sponsored activities.<sup>81</sup>
3. Changes to reservations shall be made in writing to appropriate District office in charge of calendar coordination.<sup>82</sup> When two parties or organizations are involved in a change, both parties to the change will sign the written request. Calendar dates unconditionally released will be reassigned on a first request basis. Calendar schedules of events will be published monthly and posted on the official website.
4. Individuals or organizations authorized for exclusive use of any facility<sup>83</sup> are responsible for the premises during their occupancy. Such sponsors will prevent damage or destruction and provide cleanup, including the kitchen and serving area, following the event.
5. Abuse of the facilities shall be reported to the District Management offices.
6. Persons or organizations responsible for damage or destruction to the building, furnishings or equipment shall be held pecuniary liable. Payment will be required for cleanup necessitated by the failure to leave the building, furnishings, or equipment in the same condition as when they were delivered for use of said person(s) or organization.
7. Use of portable items of equipment shall be arranged for in advance by contact with the District Management offices.
8. Desired setup plans shall be submitted to the District Management office at least two (2) weeks in advance of the scheduled usage date.
9. All setups must meet fire code requirements. No alterations to the setup are allowed by any person, club or organization.

#### **Game/Meeting Rooms**

1. Use of the facilities shall be scheduled in advance by arrangements with the District Management offices.
2. Rules for use of the pool tables are posted in the entryway. These rules shall be observed by persons using tables.



3. The pool room may be entered on request made to District management officials, or pool host on duty. No person under the age 18 shall be allowed in pool room unless supervised by parent, grandparent, legal guardian or responsible property owner.
4. Vandalism to the premises or inappropriate conduct by individuals should be immediately reported to the District Management offices or pool host.
5. Normal hours for use are maintained by the Calendar Coordinator in Resident Relations.<sup>84</sup> Exceptions may be granted by pre-arrangement with District Management offices.

### Swimming Pools<sup>85</sup>

1. Residents, guests and visitors must follow instructions of the Pool Host and/or District employees while at District facilities. The District's "Rules for Swimming Pool Use", as posted at each pool are illustrative of the District's rules for use of the Pools and are not meant to be viewed as a definitive and/or exhaustive list of rules.
2. Direction given by the Pool Host and any other District employee must be adhered to by members and guests in the pools, pool-side areas, and dressing/rest room facilities. Failure to do so may result in a suspension of their social membership privileges or Kids' Swim badge.
3. District employees reserve the right to refuse use of the swimming pool to any person or group for a violation of any of these rules.
4. Only approved items are allowed in the pools. A current management approved list of items allowed in the pool is available at each pool.<sup>86</sup>
5. Proper ID, as required by the District, must be presented in order to gain access to the pool areas.
6. The Pool Host or other District employee has the authority to check bags or coolers for prohibited items before access is granted into the pool area.<sup>87</sup>
7. There is no lifeguard on duty at any of the District's pools; swim at your own risk.
8. Normal hours for use are as posted.
9. Children under 12 years of age must be accompanied by a parent, guardian or family member over 18 years old<sup>88</sup> while in the swimming pool area, including Kids' Swim events.
10. Children under 6 years of age and guests that have physical issues that decrease their personal safety (i.e. elderly, physically or mentally disabled, etc.) in the pool, are not permitted in the pool without immediate and constant supervision of parent, guardian, or family member over 18 years old, including Kids' Swim events.
11. It is a violation of Florida law to bring into pool areas or otherwise use glass bottles, containers, or other glass products.
12. The State of Florida law prohibits bringing in and consuming alcoholic beverages on premises unless purchased from the District.<sup>89</sup> Containers carrying alcohol<sup>90</sup> may not be brought into the pool area.<sup>91</sup> Persons with suspicious looking containers may be denied entry into District Pool areas. Persons with suspicious looking containers who refuse to allow staff to inspect them may be required to leave the pool area (i.e. inside the fenced areas at Pools #1, #2 and #3 including the Lounge/Lakeside/picnic/pavilion areas) and may be subject to suspension of their social membership privileges.
13. No food or drink is permitted in or near the swimming pool or within 4 feet of the swimming pool.
14. Members and guests are required to use the rest rooms located in the dressing room in pool #2 and #3 areas and the hallway of the Lounge via the southside (i.e. smoking pit side) door.
15. Lifesaving equipment shall be used only for the purpose intended.
16. Infants, and those individuals with incontinence issues, shall wear 'swim diapers' or other appropriate apparel which prevents the release of bodily waste while using swimming pools.<sup>92</sup>
17. No swimmer with open sores that are likely to degrade water quality, infection, or contagious disease may use District swimming pools.<sup>93</sup>

18. Members and guests are required to shower before entering the swimming pool. Showers are for pool users only.
19. Diving, running, jumping, rough play, or profanity are not allowed in or around the pool.
20. No animals are allowed in the pool area, with the exception of service animals.
21. Appropriate cover-up and shoes must be worn when entering any of the facilities.
22. Members and guests should exercise respectful and proper conduct around the pools and report all improper behavior to the District Management offices or pool host.
23. Swimsuits or authorized swim wear are the only authorized apparel for use in the pools. Anyone entering a pool with clothing that bleeds and requires the pool to be closed will be billed the cost to treat the pool.<sup>94</sup>
24. In the event of lightning or other threatening weather, residents must leave the pool area (Pool 2 & 3 – gated area; Pool 1 – lower deck) when instructed by the Pool Host and remain out of pool area until instructed by the Pool Host that it is safe to re-enter the pool area. <sup>9596</sup>

#### **Shuffle Board-Bocce- Lawn bowling – Horseshoes and Basketball**

1. Normal hours for play are as posted.
2. Equipment is available for issue from the pool host. Badges will be left with pool host for security of equipment.
3. Misuse of the courts or equipment should be reported to the District Management offices or pool host.

#### **Lounge**

Days and hours for the lounge will be open and rules to be observed will be posted in bar/lounge area.

#### **Tennis/Pickle Ball Courts<sup>9798</sup>**

1. The courts are available to all residents wishing to use this recreational facility.
2. The courts are reserved through the Calendar Coordinator.
3. Gates to the courts are open from dawn to dusk. Operating hours are dawn to 10:00 PM.
  - A. Access after dusk is available by obtaining a key to the gate and to the lights from the Pool Host at Pool 1.
  - B. District social membership card, guest pass or visitor's pass is necessary to obtain these keys.
4. Additional rules for the use of the facility may be posted by BBRD at the courts.

#### **Softball Field Rules and Regulations**

1. Softball Field is reserved through the Calendar Coordinator.
2. Visiting teams are permitted as guests of any properly constituted Barefoot Bay League. The Sponsors of the visiting teams shall be responsible for the actions of their guests.
3. Casual use of the field is permitted outside of any pre-reserved time.
4. Vandalism to the premises or inappropriate conduct by individuals should be immediately reported to the District Management offices. Persons or organizations responsible for damage or destruction shall be held peculiarly liable.
5. Any disputes concerning use of the facilities, may be appealed to the Community Manager, and his/her judgment shall be final.

## Golf

1. The Golf Operation Manager or his/her designee is in charge of the golf course, Pro Shop and the facilities at the course. Failure to adhere to course rules or direction of staff may result in a suspension of the player's social membership or revocation of playing privileges.<sup>99</sup>
2. All players shall register in the Pro shop before play.
3. Play may be limited by Golf Operation Manager or his/her designee for specific reasons, i.e. tournaments, maintenance, weather, etc.
4. Property owners, members having golf membership and their guests shall have priority for available tee time.
5. Green fees are on a daily basis. Rain check policies are posted in the Pro shop.
6. Each player must have a set of clubs and putter including a golf bag.
7. All play must begin at either the 1st. or 10th tee as scheduled by the Pro Shop.
8. Power golf carts are not to be used for more than two (2) riders and two (2) golf bags.
9. Children under 16 years of age are not permitted to operate power golf carts.
10. Players must be properly attired. Shirts and shoes are mandatory.
11. Wading in lakes is prohibited.
12. Players shall play in foursomes, particularly on Saturday, Sunday and holidays. "Five some" must have permission from Golf Operations manager or his/her designated employee in his/her absence.
13. Power golf carts shall not be driven on high slopes of greens, sand traps or tees.
14. ADA validated individuals may park in designated areas (identified by blue stakes). These areas may be moved or closed due to inclement weather or any unsafe condition as defined by the Golf Operations Manager or his/her designee and/or the Golf Course Superintendent.<sup>100</sup>
15. Faster players must be permitted to "play through."
16. Hawking for golf balls in lakes and canals is strictly forbidden.
17. All play will be on a reserved tee time basis.
18. No fishing permitted in lakes on the golf course.
19. The club will not allow private golf carts or replacements when the total number of private carts equals 170. The Board shall be responsible for establishing user fees for private carts and such fees are subject to change at any time at the discretion of the Board.
20. The Board reserves the right to terminate the use of private golf carts at any time.

## Beach<sup>101</sup>

1. The park and beach are for the use of residents and their guests. Guests must have an appropriate guest pass, secured in advance and displayed on their vehicle.
2. The gate should be locked except when entering and exiting the park.
3. While the park is open 24 hours per day, quiet is maintained from 10:00 PM to 6:00 AM.
4. Fires are permitted in the grills only.
5. Brevard County Ordinance does not permit dogs on the beach.
6. Any pets on any Barefoot Bay property must be on leashes and owners must clean up after pets.
7. Campers assume all risks for camping at the park.
8. The following rules apply to overnight camping:
  - A. Maximum camping stays are three days.
  - B. Camp sites will be assigned at Resident Relations
  - C. A permit must be obtained at Resident Relations office which must be displayed on vehicles.<sup>102</sup>
  - D. Guests must be accompanied by the resident who obtains the guest pass.
  - E. Persons under the age of 18 must be accompanied by an adult when camping.
  - F. RV and motorhome camping is strictly prohibited.
9. Fireworks, loud noise, and outside music are not permitted.



10. A key is required to gain access to these facilities and is available from Resident Relations.
11. Members and guests using these facilities are required to observe posted rules.
12. The cutting of bait shall be at authorized stations only. The cleaning of fish is prohibited in District facilities.

#### **Fishing Pier**

1. Use of these facilities is limited to members and guests.
2. A key is required to gain access to these facilities and is available from Resident Relations.
3. Members and guests using these facilities are required to observe posted rules.
4. The cutting of bait shall be at authorized stations only. The cleaning of fish is prohibited in District facilities.

#### **Canoe/Kayak Storage at Fishing Pier**

1. Canoe and Kayak owners utilizing the Canoe/Kayak storage must enter into a storage lease agreement.
2. Lessee's shall be solely responsible for all loss or damage to Lessee's stored property.
3. Due to limited availability, Barefoot Bay Property Owners with authorized social membership privileges may rent one canoe/kayak storage unit.
4. Assignment or subletting of spaces is prohibited.
5. Only one (1) unit per space will be allowed.
6. Nonpayment of lease payments will result in abandonment of space, and removal of stored items.
7. All lease payments are due on the first day of the current quarter and may be made up to twelve (12) months in advance.
8. All canoes and kayaks must display a Barefoot Bay provided identification sticker.

#### **Remote Control Boat Usage and Limitations<sup>103</sup>**

The following remote control model boat regulations are provided to enable residents' use of BBRD common areas while minimizing negative impacts upon adjacent property owners:

1. Remote control (RC) boats are prohibited in BBRD waterways unless designated for specific RC boat use
2. Day of week allowed:
  - a. Tuesday and Thursday (electric and gas powered)
  - b. Saturday (electric powered)
3. Hours of use will be posted at designated areas
4. Building A Lake is the only designated waterway for RC boat usage
  - a. RC Boats longer than 7 feet are prohibited
  - b. Nitro powered RC Boats are prohibited
  - c. Harassment of wildlife is prohibited
  - d. Parking of motorized vehicles (i.e. road worthy vehicle that requires a tag [AKA license plate]) on common area turf is prohibited
  - e. Parking of golf carts is permitted on common areas
  - f. RC sail and/or electric battery boats
    - i. Use is allowed in the entire lake except as otherwise noted
    - ii. Ingress and egress of boats shall be prohibited within 100 feet of Buildings (as measured from the shoreline nearest the Administration Building, Building A, and Lounge complex)
    - iii. Operation of RC boats within 200 feet of the Pavilion behind Building A is prohibited

- iv. Use is prohibited from 5:00pm to Noon
- g. Gas powered RC boats
  - i. Use is limited to western part of Lake (west of miniature golf course, lawn bowling, Veterans' Way and North of Egret Circle Bridge)
  - ii. Ingress and egress of boats shall be prohibited from Barefoot Blvd.
  - iii. Use is prohibited from 5:00pm to Noon
- h. Brevard County noise ordinance regulations apply
- i. Wading or swimming is prohibited to retrieve a model boat. A separate non-motorized safety launch or retrieval craft (i.e. kayak, dingy, etc.) may be used. Owner is responsible for retrieval of their RC boat
- j. RC boat owners are responsible for their personal safety, damages to their boat and damages done to other boats, people, or property
- k. Buoys may be placed in the lake but must be removed each day

### RV Lots

1. Use of the RV Storage Lots is primarily for Barefoot Bay Residents. Non-residents may lease the facility during the months of May through September. RV owners utilizing the RV Storage lots must enter into a storage lease agreement.<sup>104</sup>
2. Storage lease agreements shall be on a month-to-month basis.
3. No stand-alone structures or loose articles will be allowed in any space.
4. Owners shall be solely responsible for all loss or damage to owners stored property.
5. Owner shall keep all stored property properly licensed, registered, road-worthy, and/or operational for the property's intended use at all times.
6. Assignment or subletting of spaces is prohibited.
7. Owners must assure that all vehicles are chocked.
8. Only one (1) unit or trailer per space will be allowed.
9. No gate access card<sup>105</sup> shall be passed on to anyone else.
10. All gate access cards must be returned upon relinquishment of leased space.
11. Upon termination of the Lease, owner shall surrender the leased space to the District in the same condition as it was originally leased to the owner.
12. All lease payments are due on the first day of the current month and may be made up to twelve (12) months in advance. Payment of lease payments in advance shall not prevent Lessor from terminating the lease as provided herein. In the event of such default or upon termination by Lessor, Lessee shall only be entitled to the return of any advance payments made by Lessee, prorated accordingly.
13. Nonpayment of lease payments will result in disabling of access cards. A reactivation fee shall be charged as per the BBRD fee schedule.<sup>106</sup>
14. Owner must give written notice of intent to terminate no later than 5 business <sup>107</sup>days prior to the end of any month; otherwise owner shall be responsible for payment of full rent for the following month.<sup>108</sup>
15. Failure to comply with the above rules and regulations will result in termination of this Lease Agreement. Any non-compliant Lessee will be held responsible for costs incurred for removal of stored property from storage facility. Costs of removal will be determined by staff. The monthly fee will continue to accrue until the issue of non-compliance is settled.
16. A replacement fee will be charged if the access card is not returned upon termination of lease or if the card is lost.<sup>109</sup>

### **Temporary Parking<sup>110</sup>**

No Boat/Trailer or Truck/RV parking will be allowed in the Building “A” parking lot. Overnight parking of automobiles will be allowed in the Building “A” parking lot provided a permit is obtained from Resident Relations and appropriate fees will apply.

### **No Parking at Specific Common Areas**

Vehicles shall be subject to towing at owners’ expense if parked within 25 feet of District installed “No Parking” signs.<sup>111</sup>

## **3.3 FEE SCHEDULE**

### **Residents <sup>112</sup>**

All residents and renters/tenants are required to register to use district facilities. The one-time fee for a social membership for all residents intending to occupy the residents unit shall be as follows:

Property owner (one-time fee) \$750.00 + tax for 2 people.

Property owner + one adult living with the owner will be considered 2nd on membership and is included in fee for property owner. The following ownership transfers shall not require the payment of an additional Property Owner Social Membership Fee (additional resident fees still apply):

1. Owner placing lot in trust ownership where beneficiaries are immediate family members, including subsequent deed transfers to or between named beneficiaries.
2. Addition or removal of immediate family members to/from deed with owner.
3. Transfers to immediate family members by way of probate or estate administration proceedings.
4. Life estate deeds where remaining interest has passed to immediate family members.
5. Transfer to immediate family members where genuine sale has not occurred.

For purposes of this section, immediate family members shall be defined as, spouses, fathers, mothers, children, grandfathers, grandmothers, grandchildren, and siblings. For purposes of this section, genuine sale shall be defined as one where the owner retains no interest and substantial consideration (i.e. fair market value of the property) has been paid for conveyance of deed.

Additional resident/property owner (over 2) must pay the resident fee.<sup>113</sup> \$125.00 + tax

Note: In the event more than 2 people are listed on a deed, additional (over 2) property owners must pay resident fee - \$125.00 + tax.<sup>114</sup>

#### **Administrative Fee**

Any changes to 2<sup>nd</sup> on membership will require a change fee.<sup>115</sup> \$25.00 + tax

Dependents \$25.00 + tax

All dependents are required to register to use District facilities.

### **Fees Applicable to Renters/Tenants**

Seasonal Renter \$25.00 per person per month & tax

Exhibit A  
Barefoot Bay Recreation District Policy Manual

Long term renter**	
Per Adult <sup>116</sup>	\$100.00 + tax
Per Dependent <sup>117</sup>	\$25.00 + tax
Annual Renewal	
Per Adult <sup>118</sup>	\$50.00 + tax
Per Dependent	\$10.00 + tax <sup>119</sup>

A dated copy of the current lease agreement showing address of home and duration of the lease shall be provided on an annual basis or on renewal of rental badges. <sup>120</sup> Renters/tenants with a lease for less than 30 days shall not be issued a renter's badge and must obtain a guest pass. <sup>121</sup>

### Badges

1. All registered property owners, residents, renters and dependents (except for children under 12) shall require a picture badge. The initial cost of the picture badge is included in the member fee. All property owners, residents, renters and dependents have to renew picture badges on an annual basis to use District facilities.

All replacement picture badges, include Kids' Swim badges \$10.00<sup>122</sup>

2. Residents and guests must display their badges and/or guest passes upon request<sup>123</sup> at any District meeting or workshop in the Lounge, 19<sup>th</sup> Hole or Pool #1 Pavillion.

### Guest Passes/ (All active military and children under 5 exempt)

1. Valid badge holders (not expired) must be present when purchasing guest pass(es) otherwise the following costs will be doubled.<sup>124</sup>
2. One Day Guest Pass
  - A. Regular (purchased at Resident Relations or any of the pools) \$3.00 per person<sup>125</sup>
  - B. Street dance or other special events (purchased at Pool#1) \$5.00 per person
3. Two to Seven Day (week) Guest Pass<sup>126</sup>
  - A. Purchased at Pools \$7.00 per person
  - B. Purchased at Resident Relations Office \$5.00 per person

The cost of a one-day guest pass (except when purchased at a special event at Pool #1) will be credited from the cost of a week guest pass when purchased on the first business day following the weekend purchase at a pool.<sup>127</sup>
3. Grandchild Pass (with picture)
  - A. Quarterly \$10.00 per child
  - B. Annually \$25.00 per child
4. Non-Residents (Visitor) Pass \$15.00 per person per day
5. Temporary Lounge/Business Pass <sup>128</sup> \$0.00 (No Charge)<sup>129</sup>

### Kid Swim Badges<sup>130</sup>

- 1) Badge holder to only participate in the weekly "Kids' Swim event."
- 2) Only eligible for children under 16 years of age who live in the District and parents or guardians do not have a valid social membership badge or renter's badge. Parents or guardians must provide proof of residency at time of registration (i.e. electric bill, lease for home, etc.)

- 3) There is no charge for said badge which is valid for one year and can be renewed until the child reaches the age of 16 years old.
- 4) The child and her/his parent and/or legal guardian must register with the Resident Relations staff in the Administration Building prior to receiving a "Kids' Swim badge."
- 5) No more than two parents or guardians per child are allowed in the Pool area during Kids' Swim events unless previously authorized by the Community Manager or her/his designee.

**Property Owners, Residents, Renter**

- |  |   |
|--|---|
| 1. R.V. storage area                               | Per current lease agreement <sup>131</sup>                                  |
| 2. Reactivation of Access Cards                    | \$10.00   |
| 3. Initial keys for beach and pier                 | \$5.00 <sup>132</sup>   |
| 4. Replacement keys, beach and pier <sup>133</sup> | \$10.00 <sup>134</sup> per key <sup>135</sup>                               |
| 5. RV Storage late fee <sup>136</sup>              | Per current lease agreement.  |
| 6. Resident for Profit Use of Building             | Non-Resident fees apply   |
| 7. Use of Building A Kitchen <sup>137</sup>        | See "Use of Kitchen Facilities/Bringing in Incidental Food" Sub-Section # 7 |

**Non-Resident**

1. Rental of Buildings:<sup>138</sup>

Building "A" \$100.00 per hour (2-hour min.)
\$100.00 fee for use of kitchen (non-refundable) plus see "Use of Kitchen Facilities/Bringing in Incidental Food" Sub-Section #11 <sup>139</sup>
Plus \$100.00 refundable deposit
Building "D or E" \$80.00 per hour (2-hour min.)
\$50.00 for use of kitchen (non-refundable)
Plus \$80.00 refundable deposits
<b>Note:</b> Fees are double if both sides are used.
Building "C" \$50.00 per hour (2-hour minimum)
Pool #1 Pavilion \$100 per hour (2-hour minimum)

**Note:** All deposits must be paid at the time of reservation. If renter does not cancel their reservation within 7 days of reservation, they will forfeit their rental fee.

"Not for profit" and governmental entities that perform free services to support District residents in health and well-being may be provided the use of buildings at no charge. The waiver of rental fee must be approved by the Community Manager or his/her designee.

Any "for profit" function held at any District facility must be approved by the Community Manager or his/her designee.

2. Parking fee for allowed vehicles  
(other than automobiles) at Falcon Dr. Lot      \$10.00 per day

Automobiles overnight in Building "A" lot:

Residents

Up to 3 nights per month free (more nights must be approved by the Community Manager or his/her designee)

4 - 7 nights \$10.00

8 or more nights \$25.00/week<sup>140</sup>

Guests

1-2 nights      \$ 5.00

3-7 nights      \$10.00

8 or more nights      \$25.00/week

3. Beach and Pier      \$15.00 1 Day pass  
                                 \$25.00 refundable key deposit

### **3.4 Guidelines for Registering as a Club or Organization and Use of District Facilities**

#### **Registration of Clubs/Organizations/Private Parties**

1. Any request to form a registered Club or Organization that intends to use District facilities must be approved by the Community Manager.<sup>141</sup>
2. An Application form and Building Registration form must be filed as part of the application which shall include the following information:
  - A. Name of Club or Organization
  - B. Names, addresses, phone numbers of at least four responsible year round District residents or elected officers or alternates. All officers of the club or organization must be District residents.
  - C. Times, dates, and their choice of established layouts of tables and chairs needed for the club/organization.
    - Any club or organization having fewer than 3 meetings and/or events per year shall be de-certified.<sup>142</sup>
  - D. Definition and purpose of the club or organization.
  - E. Other pertinent information as may be required.
3. Changes to Club Officers or designated responsible parties must be reported to BBRD management staff when changes occur to keep registration forms current.
4. Clubs or Organizations must renew their applications for use of District facilities on an annual basis. This must be done no later than the December 31st of each year. Names and address of officers (who must be District residents) shall be provided. Failure to maintain residents as officers will result in the club or organization being de-certified as a registered club or organization. This is necessary to reaffirm scheduling for each season/year. Applicants also need to report if they desire to have their names published in the HOA annual phone directory.
5. The designated parties will be the only recognized officials to make new arrangements and changes to the schedule or set up plans.

6. The time that has been scheduled for club meetings must be followed. Members are not allowed to come in early. Other functions or cleaning may be in progress prior to the clubs scheduled time.

#### **Use of District Facilities**

1. Any Club or Organization that uses District facilities must be comprised of a majority of Barefoot Bay residents unless permitted by policies adopted by the Board of Trustees. Only registered Clubs or Organizations may use District facilities on a non-fee basis.<sup>143</sup>
2. Residents of the Barefoot Bay Recreation District may utilize District facilities but registered Clubs or Organizations shall have priority in scheduling.
3. Social events held by residents requesting use of District facilities shall be classified as "District Resident-Private Parties." Rental fees shall not apply; however, non-residents who attend these functions must register as guests and pay fees in accordance with the District's fee schedule.
4. Residents using District facilities for a "for profit" event are required to pay fees in accordance with the District's fee schedule.
5. Non-registered clubs and organizations or non-residents may use District facilities upon payment of appropriate fees in accordance with the District's fee schedule. Priority shall be in terms of scheduling:
  - A. BBRD official meetings, workshops and/or events
  - B. BFBHOA
  - C. District Resident-Private Parties
  - D. Registered Clubs, Organizations
  - E. Non-residents.

#### **Non-Discrimination Policy**

The Barefoot Bay Recreation District does not discriminate against anyone in a protected class including, but not limited to race, creed, color, national origin, religion, gender, or sexual orientation. When in use of Barefoot Bay Recreation District facilities, anyone in a protected class including employees, residents and guests will not be discriminated against regardless of race, creed, color, national origin, religion, gender or sexual orientation.<sup>144</sup>

#### **Use of Alcoholic Beverages**

1. Bringing alcoholic beverages to District facilities is prohibited. Where permitted, all alcoholic beverage purchases must be provided by the Barefoot Bay Recreation District.
2. In accordance with Florida Law, Home owners, residents, or guests may NOT place alcoholic beverages that are not purchased through the golf course or 19<sup>th</sup>-hole on their property adjacent to the golf course for any amenity user to consume.<sup>145</sup>
3. For all functions desiring the use of bar service for the purpose of purchasing alcoholic beverages, the minimum service charge shall be \$100.00.<sup>146</sup> For non-club functions, this fee is payable in advance at the Resident Relations Office.<sup>147</sup> If the Bar takes in less than \$100.00, the function host will reimburse the bar total.<sup>148</sup> Clubs who register a bar must also meet the \$100.00 minimum, but are not required to pay in advance.<sup>149</sup> Clubs who do not meet the \$100.00 minimum must make up the difference.<sup>150</sup>
4. Clubs or organizations must fill out a Bar Form (if a bar is desired) to request a Bar for the function. A good estimate on the number of people that will attend is required. This helps the bartender to stock the bar properly.
5. A request for bar service must be made at least two weeks in advance. If not submitted two weeks prior to the event,<sup>151</sup> BBRD cannot guarantee that personnel will be available to cover the bar.



### **Scheduling and Set-Up**

1. It will be necessary to have dates of annual events scheduled prior to November 25<sup>th</sup> each year for the following year. There will be no confirmation of these dates until they have been reviewed and approved.
2. Reservations will be booked for eleven months only: If an entity desires the use of club facilities during December, this must be requested on a separate form. Regular scheduling of facilities shall be beginning in January.
3. Pick more than one date and check with the Calendar Coordinator's Office to determine the availability of time and building.
4. At the time of reservation, you will need to know the number of people that will be attending, and if you would like round or square tables. Options for table layout are limited to established table layouts.
5. Buildings will no longer be held for the Clubs or Organizations unless they come into the office and sign the necessary paperwork.
6. In order to cancel a meeting, an authorized representative must come in person to the Calendar Coordinator's office to cancel. They will be asked to sign a cancellation form.
7. The Barefoot Bay Recreation District reserves the right to assign, re-assign or re-schedule any function. The Community Manager shall be responsible for all final decisions regarding conflicts in scheduling.
8. Smaller clubs/organizations/events may be reassigned to a smaller facility to reduce utility and maintenance costs.
9. All functions requiring set-up must be submitted at least 2 weeks in advance. Failure to provide adequate notice by this deadline shall result in payment of set-up fees of \$25.00 & tax. Once set up plans are submitted and approved, any changes to the set up plans as submitted may be required to pay additional fees.
10. Persons requesting the use of Building A or D & E and requiring multiple large electrical usage appliances must follow the plan outlined by Property Services to safely utilize existing power supplies. Failure to follow the set plan will result in loss of usage of the facility for that event. It is the responsibility of the Barefoot Bay Recreation District to strictly adhere to all Fire and Safety regulations for events in and around the Recreation District facilities.
11. Persons requesting the use of Building A or D & E which will result in large groups of mobile guests are required to follow the plan outlined by Property Services to safely utilize doorways and exits. Failure to follow the set plan will result in loss of usage of the facility for that event. It is the responsibility of the Barefoot Bay Recreation District to strictly adhere to all Fire and Safety regulations for events in and around the Recreation District facilities.
12. Requests for an outdoor bar by the Pavilion (back of Building A) shall pay a \$50.00 non-refundable bar setup and tear down fee at time of finalizing the reservation with the Calendar Coordinator.<sup>152</sup>

### **Use of District Facilities Where Fees Are Charged**

All private functions requiring a fee or individual admissions charge may be subject to additional payment fees to the District, unless waived by the Board of Trustees in consideration that the fees accrued go to benefit the registered club's stated purpose that being of a "non-profit" nature. Non-resident fees will apply.

### **Use of Facilities for Gambling and Games of Chance**

Gambling/games of chance of any kind shall not be permitted unless authorized by state statute and as may be authorized by the Board of Trustees.



### **Use of Kitchen Facilities/Bringing in Incidental Food**

1. Any function that requires the use of kitchen facilities including the use of grills stoves, refrigerators, sinks shall pay a usage fee and clean-up deposit as may be determined by the Board of Trustees.
2. Clean up deposits and usage fees may be waived if food and beverages brought into the District facilities are of an incidental nature. However, a clean-up fee may be charged to any entity using District facilities if areas need to be cleaned by custodial staff.
3. Refrigerators, freezers and/or walk in cooler must be reserved with the Calendar Coordinator at least two weeks prior to their use.
4. If a private caterer requires the use of the warming ovens, refrigerator and/or freezer, the Barefoot Bay club, organization representative, or Barefoot Bay resident must reserve them with the Calendar Coordinator at least two weeks in advance. There will be no catering charge for the Barefoot Bay club, organization, or resident unless the equipment is damaged. Damage to equipment will be assessed at the repair or replacement cost of the equipment to the Barefoot Bay club, organization, or resident. <sup>153</sup>
5. Residents who use District pots/pans/utensils must be rinsed and left at dish machine <sup>154</sup>
6. Food and Beverage will provide a dishwasher for \$13.25/hour <sup>155</sup>
7. District cleaning of kitchen equipment is: <sup>156</sup>
  - >50 people \$20
  - 50-100 people \$30
  - 100-200 people \$40
8. Any function that leaves the facilities in an unclean manner (and has not requested District cleaning) shall be charged a \$100.00<sup>157</sup> clean-up fee. If the fee is not paid, the entity will lose their privileges until the matter is settled.
9. Due to insurance requirements, the slicer, deep fryer<sup>158</sup>, stove top, cheese melter, char broiler, griddle, conveyor dishwashing machine <sup>159</sup>and use of grill in Building A are not available for use by non-staff persons. District personnel will provide said services when requested. A fee of \$16.50 per hour will be charged for these services. A custom fee will be developed upon request for multiple services.<sup>160</sup> A \$50.00 fee for grill service for two hours, additional hours \$16.50 per hour.<sup>161</sup>
10. An additional service is available to load the mobile cook/hold oven with plated dishes, roll out and serve for \$13.50 per hour. <sup>162</sup>
11. Non-BBRD Caterer for resident groups and clubs reserving Building A is given access to stove, fryers, warming ovens, and mobile holding cart with assigned BBRD F&B staff to oversee operations for the following fees: <sup>163</sup>
  - >50 people \$100/up to 3 hours
  - 50-100 people \$200/up to 4 hours
  - 100-200 \$300/up to 5 hours
12. The gas grill is available for use at Pool 1 by residents and their guests on a first come, first served basis. <sup>164</sup>
13. Residents must wipe the grill and cooking area clean when cooking is complete.
14. Residents assume all responsibility for food safety.
15. Due to the potential risks, residents using grills are required to sign a waiver and assume all responsibility for the cooking and safety of the prepared food.
16. Residents must provide their own cooking tools.
17. All commercial entity hosted for-profit, revenue-based, food service special events, excluding outside commercial entity catering and/or simple food delivery for resident or club-hosted meetings or special events, are prohibited from being held in any District owned facilities.<sup>165</sup>

18. Any private commercial caterer and/or event planner providing food-related services for any resident or club-hosted meeting or special event, excluding simple food service delivery, shall be required to execute an indemnification and hold harmless agreement in favor of the District related to any food-related services provided.

### **3.5 Guidelines for Gift and or Memorials for the Barefoot Bay Recreation District<sup>166</sup>**

All gifts and /or memorials plans must be submitted for review by the Community Manager for compliance with the guidelines below. Those meeting the criteria below may be recommended for acceptance to the Board of Trustees at a regularly scheduled meeting. Acceptance of any memorial or gift meeting the criteria shall be at the discretion of the Board of Trustees. The Board of Trustees reserves the right to decline the acceptance of gifts or memorials due to inappropriateness, restrictions placed upon the gift or memorial and any potential financial or legal liability and for any other reason.

1. No gifts or memorials may be considered until the person has been deceased for more than 90 days.
2. Residents desiring to donate gifts and/or memorials shall work with staff to determine the costs of the memorial or item. The cost of the item will be presented to the donor. BBRD will purchase the item after the resident has paid for the item(s) and assume legal liability for the item.
3. No restrictions can be placed on the use or ownership of the gift or memorial. The BBRD is the sole owner of all gifts and will determine the use of the gift or memorial.
4. The gift or memorial must be deemed appropriate by the Community Manager and the Board of Trustees.
5. The Community Manager must determine all short and long-term costs of all gifts and memorials. These costs shall include the maintenance, repair, upkeep, insurance and/or any other hazards or liability. The placement of any memorial or gift shall not interfere with the maintenance of District facilities.
6. The acceptance, placement, use and removal of gifts and memorials are at the sole discretion of the District.
7. Plaques for all memorials shall not be considered permanent and will be removed at the sole discretion of the District when they deteriorate.

## **Part 4. Public Records Request Policy**

### **4.0 PURPOSE.<sup>167</sup>**

Barefoot Bay Recreation District ("BBRD") is committed to the tenets set forth in Chapter 119, Florida Statutes, governing access to public records, also known as Florida's Public Records Act.

The purpose of this Policy is to provide guidelines and procedures for BBRD staff to assure compliance and uniformity with regard to handling of requests for inspection and copies of public records not exempted by state law.

To the extent that any term is not specifically defined herein, the definitions pursuant to Sec. 119.011, F.S. shall apply to any request for public records submitted to BBRD.

## **4.1 PUBLIC RECORDS REQUEST PROCEDURE.**

### ***A. Intake of Request.***

1. Parties requesting to inspect and/or receive copies of public records maintained by BBRD ("Requesting Parties") shall be directed to submit their requests to the BBRD Clerk who shall serve as the BBRD Records Custodian.
2. Upon receipt of a public records request, the BBRD Clerk shall coordinate the response.
3. Each request shall be reviewed carefully by the BBRD Clerk to determine the estimated length of time required to gather the records. All requests shall be satisfied as expeditiously as possible considering the nature and volume of the request.
4. Public records will be made available within a "reasonable period of time" and "under reasonable conditions." Although there is no statutory definition of this time period, a "reasonable period of time" and "reasonable conditions" shall take into account the number of documents sought; the number of locations where the documents are stored; whether the records are maintained electronically or as hard copies; whether the documents must be examined for confidential information or redacted; and whether substantial research will be required to identify, obtain and copy the records requested.
5. The BBRD Clerk must review the documents to determine if exempt/confidential information or material is included in the documents requested. Exempt/confidential information as provided pursuant to the Florida Constitution or Chapter 119, F.S., must be redacted prior to review by, or distribution to, the requesting party.
6. Unless otherwise provided by law, BBRD is not required to create new records in response to a request for information, nor is BBRD required to reformat its records in a particular electronic format, if requested by the requesting party. BBRD will provide a copy of the record in the medium requested, if BBRD maintains the record in that medium. BBRD may also elect to provide a copy of a public record in the requested medium, if not routinely used in BBRD, and charge a reasonable fee in accordance with section 119.07(4), Florida Statutes and as provided herein.

### ***B. Notification and Response.***

1. When a response to a records request has been completed, the requesting party shall be notified of the availability of the copied records, if any, and the location where the documents will be made available. Notification shall be made by telephone and/or email, if the email address of the requesting party is known. Any email notification sent by the BBRD Clerk shall be stored in an electronic file pertaining to the public records request. If a telephone notification is the only notification provided, the BBRD Clerk shall make an email record of the date and time of the telephonic notification and store the email in an electronic file set up for the public records request.
2. The BBRD Clerk shall collect the required fee as outlined in Paragraph 4.3 of this policy prior to providing requested copies of public records to a requesting party. Upon payment and delivery of such records, the BBRD clerk shall deliver a written receipt for the amount paid. The receipt shall provide a short description of the documents being provided and shall specify the number of hard copy pages, DVD's, CD's, VHS, or audio tapes delivered to the requesting person.
3. In instances where electronic records are requested/provided, a copy of the email with the responsive documents shall be maintained by the BBRD Clerk as evidence of compliance with the request. Any BBRD employee sending a responsive email with documents attached shall copy the BBRD Clerk with the responsive email.
4. The BBRD Clerk or is required to maintain an agency copy of a response to a public records request for a period of one year after the response has been received by the requesting party. General Records Schedule GS I-SL, Item 23, requires a minimum of one year retention for

public information requests and responses. In this way, BBRD will have proof of compliance and the ability to re-inspect the response, if questioned.

***C. Public Record Inspections.***

1. Inspections of Public Records may take place at any time throughout the workday, generally Monday through Friday, 8:00 am to 4:30 pm, except holidays.
2. BBRD must have an employee present to monitor all scheduled records inspections.
3. The BBRD Clerk is responsible for providing safeguards to protect original public records during any scheduled inspection.

**4.2 REQUESTS FOR VOLUMINOUS RECORDS REQUIRING EXTENSIVE STAFF TIME/EXTENSIVE INFORMATION TECHNOLOGY RESOURCES.**

For the purposes of this policy, a "voluminous" request, which requires "extensive" use of clerical or supervisory assistance/information technology resources by BBRD staff for response, is deemed to exist if BBRD staff will be required to expend more than thirty (30) minutes researching, reviewing, gathering, redacting, or copying the requested records.

1. If the nature or volume of public records requested to be inspected or copied pursuant to this policy is such as to require extensive use of information technology resources or extensive clerical or supervisory assistance by BBRD staff, BBRD may charge the actual cost incurred for duplication as provided in Paragraph 4.3 of this policy, as well as a special reasonable service charge based on the cost incurred for extensive use of information technology resources or the labor cost attributable to the clerical and supervisory assistance required to provide the response to the request.
2. In the case of requests for voluminous as described above, the BBRD Clerk should provide the requesting party with a written response providing the following information after coordinating a projected response time and cost with the applicable BBRD staff members who will assist in the preparing the response:
  - A. an estimate of the staff time required to respond to the request;
  - B. the projected cost that will be charged to comply with the request;
  - C. a request for a deposit in the amount of 50% of the projected cost, before BBRD staff will begin preparing the response;
  - D. an offer to allow the requesting party the alternative of inspecting any nonexempt or non-confidential records requested and identifying which specific records, if any, the requesting party would like to have copied.
3. A deposit in the amount of 50% of the estimated charge shall be required before undertaking a response to a request for voluminous public records. All charges shall be invoiced and collected by the BBRD Clerk based upon the number of copies made and the amount of time spent complying with the request in excess of thirty (30) minutes.
4. Charges for extensive staff time will be assessed at the hourly rate of the lowest paid staff person who is qualified to respond to or supervise (where required) a response to the request for public records.
5. Charges for extensive use of information technology resources shall be billed at the actual cost incurred by BBRD for the extensive use of such information technology resources in filling the request for public records.
6. In the event of non-retrieval of records copied as a result of a public records request, any advance deposit may be retained and the requesting party may also be billed for any difference between the deposit and actual costs incurred by BBRD to produce the records. BBRD may require any requesting party who fails to retrieve or pay the charges associated with a request for voluminous public records, as provided herein, to pay the full costs associated with filling

any subsequent public records requests in advance of providing any response to such subsequent request.

#### **4.3 COPIES AND FEES.**

Those seeking copies of public records will be charged only the actual costs of making copies. However, if the nature or volume of the request requires extensive use of information technology resources or clerical assistance by BBRD staff, BBRD may charge, in addition to actual cost of duplication, an additional special service charge in accordance with Section 119.07(4)(d), Florida Statutes, and Paragraph 4.2 above.

A receipt for the amount of payment must be provided to the person paying for the records.

Homeowners and residents may obtain one free copy of the following documents per calendar year:<sup>168</sup>

- Charter
- Deed of Restrictions
- ARCC Guidelines
- Policy Manual
- Employee Handbook
- Homeowners' Copy of Proposed Budget
- Homeowners' Copy of Approved Budget

Those records maintained by BBRD in an electronic information system may transfer the electronic records from that system onto a CD or, in the case of videotaped documents, onto a DVD. Assuming that the electronic information within the system is easily retrievable, the charges for such transfer should be the actual costs of duplication. BBRD may charge for CD disks, if not provided by the requestor. Special charges may be added if the request is extensive enough to require clerical assistance and extensive use of technology resources as provided in Paragraph 4.2 above.

The uniform fee for copies to be charged by BBRD is as follows, unless otherwise provided by law:

##### **Paper copies:**

First 10 pages per month, per citizen: No Charge

##### **Additional:**

8.5x11.5 or less - one-sided	\$0.15
8.5x11.5 or less - two-sided	\$0.20
8.5x14 or less - one-sided	\$0.15
8.5x14 or less - two-sided	\$0.20
11x17	\$0.25

**Certified copies:** \$1.00

##### **CD/DVD/VHS/Audio Tapes:**

##### **Duplication:**

Duplication of CD's, DVD's, VHS, or audio tapes shall be the actual cost of the CD's, DVD's, VHS, or audio tape. Actual mailing costs shall be charged rather than a flat fee. Mailing costs shall include protective cases and padded mailing envelope, plus postage.

Postage:

Large orders or those to be mailed out of BBRD should be weighed and calculated individually, using [www.usps.gov](http://www.usps.gov) for postage rates.

Any unusually large volume of copying requiring the documents to be sent to a copy service for reproduction are to be billed to the requesting party based on the actual cost to BBRD.

**Revision Record Page (updated discontinued circa 2004)**

The Board notes that prior versions of the General Rules Applicable to District Facilities were created/amended by numerous Resolutions. Footnote references which are still applicable have been left in the preceding text as found at the time of last amendment. However, due to the substantial format changes being implemented by Resolution 2009-05, the Article and Section references on the prior revision record page are no longer applicable. The Board also notes that some prior amendments were not reflected by footnotes. The Board further notes that the prior revision record page included an incorrect reference to Resolution 2001-01 where such reference should have been to Resolution 2003-01.

The following is a list of Resolutions known by the Board to have created and/or amended the General Rules Applicable to District Facilities and/or related to fee schedules:

Date	Resolution	Subject
01/30/98	98-01	Fee Schedule.
05/12/00	2000-01	Fee Schedule.
05/11/01	2001-02	Non-Resident Golf Badge Fee; Fee Schedule.
09/17/01	2001-09	Revised General Rules.
12/14/01	2001-12	Golf Membership and Membership Dues.
03/08/02	2002-02	R.V. Storage Area Fees.
03/08/02	2002-03	A&E Clean Up Deposit.
05/10/02	2002-06	Social/Family Membership Fees when moving within District.
03/14/03	2003-01	\$2.00 non-resident guest pass; Softball Fee Schedule deletions.
07/11/03	2003-05	Suspension/cancellation of membership hearing procedure; swimming pool rules.

## Endnotes

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- 1 Amended 12/10/13 Resolution 2013-16
- 2 Added 2/13/2015, Resolution 2015-04
- 3 Amended 9/9/16, Resolution 2016-19
- 4 Amended 7/10/09, Resolution 2009-12
- 5 Amended 2/13/2015, Resolution 2015-04
- 6 Amended 9/9/16, Resolution 2016-19
- 7 Amended 3/28/2017 , Resolution 2017-5
- 8 Amended 9/9/16, Resolution 2016-19
- 9 Amended 9/9/16, Resolution 2016-19
- 10 Amended 3/28/2017, Resolution 2017-05
- 11 Section added 2/13/2015, Resolution 2015-04
- <sup>12</sup> Amended, 10/12/18, Resolution 2018-08
- 13 Amended 9/9/16, Resolution 2016-19
- <sup>14</sup> Amended 4/09/21, Resolution 2021-05
- 15 Amended 2/13/2015, Resolution 2015-04
- 16 Amended 2/13/2015, Resolution 2015-04
- 17 Amended 2/13/2015, Resolution 2015-04
- 18 Amended 2/13/2015, Resolution 2015-04
- 19 Amended 2/13/2015, Resolution 2015-04
- 20 Amended 2/13/2015, Resolution 2015-04
- 21 Amended 9/9/16, Resolution 2016-19
- 22 Amended 2/13/2015, Resolution 2015-04
- <sup>23</sup> Amended, 10/12/18, Resolution 2018-08
- 24 Amended 2/13/2015, Resolution 2015-04
- 25 Amended 9/9/16, Resolution 2016-19
- 26 Amended 2/13/2015, Resolution 2015-04
- 27 Amended 2/13/2015, Resolution 2015-04
- 28 Amended 2/28/12 Resolution 2012-05
- 29 Amended 9/9/16, Resolution 2016-19
- 30 Amended 2/13/2015, Resolution 2015-04
- 31 Amended 06/23/09, Resolution 2009-08
- 32 Amended 9/9/16, Resolution 2016-19
- 33 Amended 2/13/2015, Resolution 2015-04
- 34 Amended 2/13/2015, Resolution 2015-04
- <sup>35</sup> Amended, 10/12/18, Resolution 2018-08
- 36 Amended 2/13/2015, Resolution 2015-04
- 37 Amended 2/13/2015, Resolution 2015-04
- <sup>38</sup> Amended 9/22/2020, Resolution 2020-12
- 39 Amended 2/13/2015, Resolution 2015-04
- 40 Amended August 13 2010, Resolution 2010-14
- 41 Amended 12/10/13 Resolution 2013-16
- 42 Added 2/13/2015, Resolution 2015-04
- 43 Amended 9/9/16, Resolution 2016-19
- <sup>44</sup> Amended May 14, 2021, Resolution #2021-08
- <sup>45</sup> Amended May 14, 2021, Resolution # 2021-08
- 46 Amended 9/9/16, Resolution 2016-19
- 47 Amended December 10, 2013, Resolution 2013-16
- 48 Amended May 14, 2010, Resolution 2010-09
- 49 Amended December 10, 2013, Resolution 2013-16



50 Temporary Social membership reference deleted 2/13/2015, Resolution 2015-04  
51 Amended December 10, 2013, Resolution 2013-16  
52 Amended December 10, 2013, Resolution 2013-16  
53 Amended 2/13/2015, Resolution 2015-04  
54 Amended 2/13/2015, Resolution 2015-04  
55 Amended 2/13/2015, Resolution 2015-04  
56 Amended September 10, 2010, Resolution 2010-15  
57 Amended September 10, 2010, Resolution 2010-16  
58 Amended 9/9/16, Resolution 2016-19  
<sup>59</sup> Amended Feb. 25, 2020, Resolution 2020-03  
60 Amended December 10, 2013, Resolution 2013-16  
61 Amended January 13, 2012 Resolution 2012-01  
62 Amended December 10, 2013, Resolution 2013-16  
63 Amended June 8, 2012 Resolution 2012-09  
64 Amended September 23, 2014 Resolution 2014-12  
65 Amended 9/9/16, Resolution 2016-19  
66 Amended 3/28/2017, Resolution 2017-05  
<sup>67</sup> Amended, 10/12/18, Resolution 2018-08  
68 Amended October 25, 2011. Resolution 2011-16  
69 Amended 9/9/16, Resolution 2016-19  
<sup>70</sup> Amended 3/28/2017, Resolution 2017-05  
<sup>71</sup> Amended, 10/12/18, Resolution 2018-08  
72 Amended 7/8/11, Resolution 2011-12  
<sup>73</sup> Amended, 10/12/18, Resolution 2018-08  
74 Res. 2001-12, 12/14/01  
<sup>75</sup> Amended, 10/12/18, Resolution 2018-08  
76 Amended 9/9/16, Resolution 2016-19  
77 Amended 2/13/2015, Resolution 2015-04  
78 Amended March 12, 2010, Resolution 2010-7  
79 Amended March 23, 2010, Resolution 2010-8  
<sup>80</sup> Amended, 10/12/18, Resolution 2018-08  
81 Amended 2/13/2015, Resolution 2015-04  
82 Amended 2/13/2015, Resolution 2015-04  
83 Amended 2/13/2015, Resolution 2015-04  
84 Amended 9/9/16, Resolution 2016-19  
<sup>85</sup> Amended May 14, 2021, Resolution #2021-08  
<sup>86</sup> Amended October 22, 2019, Resolution 2019-10  
87 Amended December 10, 2013, Resolution 2013-16  
88 Amended 9/9/16, Resolution 2016-19  
89 Amended December 10, 2013, Resolution 2013-16  
90 Amended 9/9/16, Resolution 2016-19  
91 Amended December 10, 2013, Resolution 2013-16  
92 Amended December 10, 2013, Resolution 2013-16  
93 Amended December 10, 2013, Resolution 2013-16  
94 Amended 9/9/16, Resolution 2016-19  
95 Amended 2/13/2015, Resolution 2015-04  
<sup>96</sup> Amended, 10/12/18, Resolution 2018-08  
97 Amended 3/11/2011 Resolution 2011-04  
<sup>98</sup> Amended, 10/12/18, Resolution 2018-08  
<sup>99</sup> Amended, 10/12/18, Resolution 2018-08



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100 Amended 9/9/16, Resolution 2016-19  
101 Amended July 8, 2011 Resolution 2011-12  
102 Amended 9/9/16, Resolution 2016-19  
<sup>103</sup> Amended May 14, 2021, Resolution #2021-08  
104 Amended July 10, 2009, Resolution 2009-14  
105 Amended 2/13/2015, Resolution 2015-04  
106 Amended 2/13/2015, Resolution 2015-04  
107 Amended 9/9/16, Resolution 2016-19  
108 Amended July 8, 2011, Resolution 2011-12  
109 Amended 2/13/2015, Resolution 2015-04  
<sup>110</sup> Amended, 10/12/18, Resolution 2018-08  
<sup>111</sup> Added, 11/13/2020, Resolution 2020-14  
112 Section amended 2/13/2015, Resolution 2015-04  
113 Amended December 10, 2013, Resolution 2013-16  
114 Amended December 10, 2013, Resolution 2013-16  
115 Amended December 10, 2013, Resolution 2013-16  
116 Amended December 10, 2013, Resolution 2013-16  
117 Amended December 10, 2013, Resolution 2013-16  
118 Amended December 10, 2013, Resolution 2013-16  
119 Amended December 10, 2013, Resolution 2013-16  
120 Amended December 10, 2013, Resolution 2013-16  
<sup>121</sup> Amended, 10/12/18, Resolution 2018-08  
<sup>122</sup> Amended October 22, 2019, Resolution 2019-10  
<sup>123</sup> Amended, 10/12/18, Resolution 2018-08  
<sup>124</sup> Amended, 10/12/18, Resolution 2018-08  
125 Amended 2/13/2015, Resolution 2015-04  
126 Amended December 10, 2013, Resolution 2013-16  
127 Amended 9/9/16, Resolution 2016-19  
128 Amended December 10, 2013, Resolution 2013-16  
129 Amended May 14, 2010, Resolution 2010-09  
<sup>130</sup> Amended May 14, 2021, Resolution #2021-08  
131 Amended December 10, 2013, Resolution 2013-16  
132 Amended 9/9/16, Resolution 2016-19  
133 Amended December 10, 2013, Resolution 2013-16  
134 Amended 9/9/16, Resolution 2016-19  
135 Amended 2/13/2015, Resolution 2015-04  
136 Amended December 10, 2013, Resolution 2013-16  
<sup>137</sup> Amended 4/09/2021, Resolution 2021-05  
138 Amended 9/9/16, Resolution 2016-19  
<sup>139</sup> Amended 4/09/2021, Resolution 2021-05  
<sup>140</sup> Amended October 22, 2019, Resolution 2019-10  
<sup>141</sup> Amended April 25, 2017, Resolution 2017-07  
<sup>142</sup> Amended April 25, 2017, Resolution 2017-07  
<sup>143</sup> Amended 12/8/2017 Resolution 2017-19  
144 Amended December 10, 2013, Resolution 2013-16  
145 Amended 9/9/16, Resolution 2016-19  
146 Amended December 10, 2013, Resolution 2013-16  
147 Amended December 10, 2013, Resolution 2013-16  
148 Amended December 10, 2013, Resolution 2013-16  
149 Amended December 10, 2013, Resolution 2013-16

- 150 Amended December 10, 2013, Resolution 2013-16
- 151 Amended 2/13/2015, Resolution 2015-04
- <sup>152</sup> Amended October 2019, Resolution 2019-10
- 153 Amended January 8, 2009, Resolution 2010-01
- <sup>154</sup> Amended, 4/09/21, Resolution 2021-05
- <sup>155</sup> Amended 4/09/21, Resolution 2021-05
- <sup>156</sup> Amended 4/09/21, Resolution 2021-05
- 157 Amended 9/9/16, Resolution 2016-19
- 158 Amended 9/9/16, Resolution 2016-19
- <sup>159</sup> Amended 4/09/21, Resolution 2021-05
- <sup>160</sup> Amended 4/09/21, Resolution 2021-05
- 161 Amended 2/13/2015, Resolution 2015-04
- <sup>162</sup> Amended 4/09/21, Resolution 2021-05
- <sup>163</sup> Amended 4/09/21, Resolution 2021-05
- 164 Amended July 8, 2011, Resolution 2011-12
- <sup>165</sup> Amended April 25, 2017, Resolution 2017- 07
- 166 Amended February 12, 2010, Resolution 2010-5
- 167 Adopted 10/26/2010, Resolution 2010-22
- 168 Amended 9/9/16, Resolution 2016-19

## Board of Trustees Meeting Agenda Memo

Date: Friday, August 13, 2021  
Title: **Softball Field Shed Replacement**  
Section & Item: 9.G  
Department: Property Services, Recreation  
Fiscal Impact: \$8,250  
Contact: Matt Goetz, Property Services Manager, John Coffey, Community Manager  
Attachments: Shedmover bid, Superior shed bid  
Reviewed by General Counsel: N/A  
Approved by: John W. Coffey, ICMA-CM, Community Manager



### Requested Action by BOT

Approval of bid for replacement of shed for use by the Over 60 Softball Association (O60SA) in connection with their maintenance work of the field.

### Background and Summary Information

On March 30, 2021, the Community Manager met with representatives of the O60SA and ABM at the field to discuss a variety of routine, short-term, and long-term issues. Specific discussions included the lack of adequate storage space for equipment and supplies, repairs to the two sheds, leveling the collar at the outfield edge of the infield, and extending the tall portion of the fence toward the left-field end of the outfield. The Community Manager ultimately agreed to seek a proposal from ABM to address the collar (previously performed by ABM 3 years ago), replace one shed in FY21 and replace the other shed in either FY22 or FY23, and research the cost of extending the tall portion of the fence.

Due to the current inadequate storage space, the Community Manager suggested replacing the dilapidated 12' x 12' shed with a 12' x 24' shed.

In reviewing the condition of the sheds, staff realized, although the shed to be replaced at the softball field was in poor condition, it still was in much better condition than one of the sheds used by staff for storage at Falcon Drive. Hence, the relocation of the shed from the softball field to Falcon Drive was added to the request for proposal for a new shed. Although the proposal for the new shed (costing \$6,600) was signed by the Community Manager the next day, somehow the proposal was never received by the vendor (discovered when staff called the vendor in early July asking about the delivery date). Due to material shortages and recent inflationary pressures, the same unit (along with relocating the existing unit) was re-bid at \$8,250 on July 20, 2021. Although the vendor (who staff competitively selected years ago and has an excellent record of quality products and installations in very tight areas) has held its price for comparative units relatively steady for the past several years, due to the significant increase from March, staff solicited a second bid as illustrated below:

\$8,250.00 ShedMovers (metal stud construction)

\$7,355.00 Superior Sheds (wood stud construction and does not include transporting old shed to Falcon Drive)

Due to BBRD's experience with ShedMovers, and the difference in construction materials, staff recommends the BOT awards a contract to ShedMovers in the amount of \$8,250.00 for the procurement and placement of a 12' x 24' shed at the Softball field.



# ShedMovers



## 15 Day Quote Form

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

Salesperson: \_\_\_\_\_

Serial # : \_\_\_\_\_

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

Customer First Name \_\_\_\_\_

Customer Last Name \_\_\_\_\_

Customer Getting Permit: Yes: \_\_\_\_\_ No: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

Customer Email Address: \_\_\_\_\_

STYLE :	SHED SIZE :		\$
DOOR SIZE	ROLL UP or SECTIONAL DOOR:		\$
WINDOWS :	VENTS :		\$
LIGHTS :	OUTLETS :		\$
LARK LOFT SIZE:			\$
INSULATION:	TY-VAC WRAP:	A.C Frame out:	\$
ANCHORING SURFACE? Ground / Concrete / Both		:	\$
SUB TOTAL			\$
NO ANCHORING INTO ASPHALT FREE DELIVERY AND SETUP/ ALL SHED FLOOR JOISTS ARE 16" ON CENTER	COLOR		\$
	SIDING:		\$
	TRIM:		\$
	ROOF: Galvalume	TRADE IN:	\$
		DEPOSIT:	\$
	DUE UPON DELIVERY		\$

BY MY SIGNATURE I DO AGREE TO THE FOLLOWING: **This is only a price quote, not a contract to purchase.** I, THE CUSTOMER, AM RESPONSIBLE FOR OBTAINING ANY AND ALL PERMITS AS REQUIRED BY MY CITY OR COUNTY. THERE WILL BE AN ADDITIONAL CHARGE IF SHEDMOVERS HAS TO REMOVE ANY OTHER OBSTRUCTION. COMPLETE DELIVERY AND SETUP DOES NOT INCLUDE THE COST OF A CRANE IF NEEDED. **BY MY SIGNATURE, I AGREE TO ALL TERMS AND CONDITIONS ON THE BACK SIDE OF THIS FORM AS WELL. FURTHER, I DO APPROVE THE ORDERING OF MY SHED AS PRICED ABOVE AND AS DESIGNED ON THE ORDER FORM.**

CUSTOMER SIGNATURE: \_\_\_\_\_

**Thank you for your business!**

**ShedMovers - The King of Sheds**

**521 N. Washington Ave. Titusville, Fl. 32796**

**321-567-4935**



**www.thekingofsheds.com www.shedmovers.co www.originalshedmovers.com**



2323 S. Volusia Avenue  
Orange City, Florida 32763  
386-774-9861

7/21/21

Prices are subject to change.

To: Matt Goetz  
772-664-2063

Bungalow styled shed:

A 12 x 24 is priced at \$7240 plus tax exemption.

This size shed requires a site visit = \$75.

The additional mileage fee = \$40. Subject to change based on the actual delivery address.

The grand total = \$7355.

Options included:

8' x 6'3" roll up garage door

48" x 80" door

Ridge vent (Included)

Aluminum siding & roofing— 24" lap siding with a baked on enamel finish

24" on center floor and 24" on center walls

84" side walls

2" x 6" pressure treated floor joist attached to 4" x 4" skids with Simpson hurricane clips

Three quarter inch tongue & groove decking

170 mph wind load as calculated by the 2020 Florida Building Code

Florida State approved and inspected

Set up is included (asphalt or concrete anchoring is at a fee of \$180). The delivery will be coordinated with you. Permits are Buyers responsibility. Superior Sheds provides engineered sealed prints and calculations.

Give me a call with any questions or to place an order.

Thank You,  
Connie Sibila  
Corporate Office / Internet Sales Specialist  
386-774-9861

## Board of Trustees Meeting Agenda Memo

Date: Friday, August 13, 2021  
Title: **Lounge HVAC Replacement Award of Contract Confirmation**  
Section & Item: 9.H  
Department: Administration, District Clerk  
Fiscal Impact: \$11,272.00 (FY21 Budget of \$6,600.00 for one of the two units)  
Contact: Matt Goetz, Property Services Manager, John Coffey, Community Manager  
Attachments: signed bid, Excerpt from Policy Manual  
Reviewed by General Counsel: N/A  
Approved by: John W. Coffey, ICMA-CM, Community Manager



### Requested Action by BOT

Confirmation of the Community Manager's award of contract for the replacement of two HVAC units at the Lounge.

### Background and Summary Information

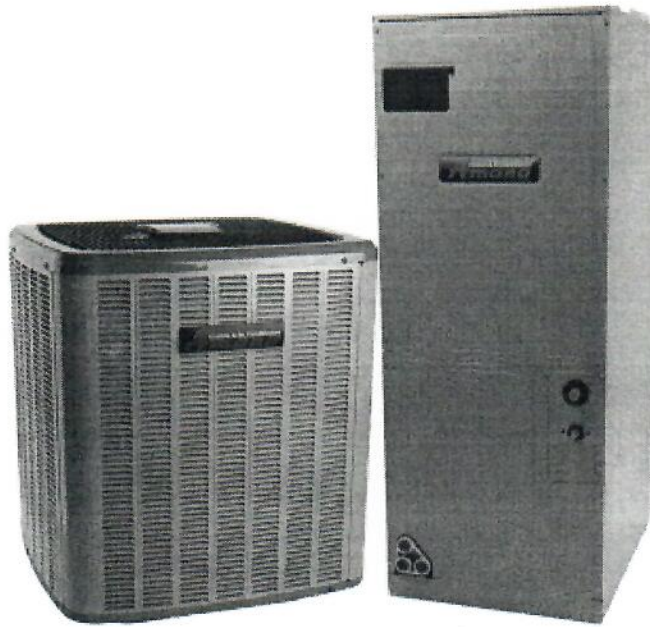
Per BBRD Policy Manual, expenditures over \$7,500.00 require BOT pre-approval. In incidences where repairs are required within 72 hours (historically has been interpreted to include HVAC replacements for assembly buildings and buildings where residents congregate), the second bid is not required.

On June 30, 2021, staff was informed by a HVAC vendor (who had been called out due to one of the two units at the Lounge not functioning properly) that the unit in question needed to be replaced and the other roof mounted units would fail very soon. Hence, to reduce overall costs (i.e.; crane truck service), staff elected to replace both units at the same time. Of note, one of the units was budgeted for replacement in FY21 at a cost of \$6,600.00.

Technically, the Community Manager exceeded his spending authority of \$7,500.00 but he did so to shorten the duration of the outage. Additionally, sufficient fund balance is available to cover the replacement cost of the second unit.

Hence, staff recommends BOT confirm the Community Manager's award of contract to Next Generation for the replacement of two HVAC units at the Lounge in the amount of \$11,272.00.

[View More](#)



**T650910(Qty: 2)**

3 Ton 14 SEER AMANA Straight Cool System

ASX14 UP TO 14 SEER 12.2 EER AC UNIT ARUF AIR...

[View More](#)

Your Price **\$11,272.00**

Subtotal	\$11,272.00
----------	-------------

Tax	\$0.00
-----	--------

---

<b>Total</b>	<b>\$11,272.00</b>
--------------	--------------------

*Handwritten signature*  
30 Jun 21

Accept Now



### Exceptions to the use of Purchase Orders

Some recurring obligations, which are exempt from the competitive bidding process and the purchasing approval process, are as follows:

- Utilities
- Travel and Training (reimbursements are handled through A/P)
- Insurance Premiums
- Debt Service Costs
- Certain refunds and reimbursements
- Inventory purchases for retail sale <sup>24</sup>

Approval and payments for these items will be processed using the Monthly invoices as back up. These items require the approval of the Community Manager or Designee and require separate verification that funds are budgeted and available before the expenditure can be made. If funds are not available, a budget transfer shall be made upon approval of the Board of Trustees.

### Exceptions to Competition

The competitive procurement process may be waived:

1. In defined emergencies, documented in accordance with the Emergency Purchases section of these policies.
2. For sole source procurements documented and approved in accordance with the Sole Source Purchases section of these policies.
3. For seminars registrations and professional membership dues and fees.
4. For purchase of local utility services for BBRD owned or operated facilities.
5. Postage expense, when billed by a vendor at the currently prevailing postage rates established by the U.S. Postal Service.
6. Repair or services for proprietary equipment, software, hardware, etc.<sup>25</sup>
7. Capital or R&M projects proposed by a vendor responsible for long-term maintenance when recommended by responsible department manager and approved by the Community Manager.
8. Repairs that require action within 72 hours.<sup>26</sup>
9. Under other documented and justified circumstances approved by the Community Manager.

### Emergency Purchases

In cases of a declared emergency which require the immediate purchase of supplies or contractual services, the Community Manager may waive normal purchasing procedures.

In the event of the need to repair existing infrastructure that impacts the health welfare and safety of residents, the Community Manager may waive normal purchasing procedures. The Community Manager shall place the contract for repairs on the next regularly scheduled BOT meeting agenda for confirmation.<sup>27</sup>

### Purchases from Purchasing agreements of Special Districts, Municipalities, or Counties (Piggybacking)<sup>28</sup>

District purchases based on purchasing agreements from other Special Districts, Municipalities, or Counties (Piggybacking) per Sec. 189.4221 F.S. will be allowed.

### Purchases from State Contract<sup>29</sup>

District purchases based on the use of state contracts will be allowed.

## Board of Trustees

## Meeting Agenda Memo

Date: Friday, August 13, 2021  
Title: **Donation Acceptance Confirmation**  
Section & Item: 9.I  
Department: Administration, District Clerk  
Fiscal Impact: \$0 Net (\$40 donation and \$40 expense)  
  
Contact: John Coffey, Community Manager  
Attachments: donation request form, gardeners in action picture, Policy Manual excerpt donations  
  
Reviewed by General Counsel: N/A  
Approved by: John W. Coffey, ICMA-CM, Community Manager



### Requested Action by BOT

Confirmation of the Community Manager's acceptance of a donation from Ms. Maura Lynch for the cost a foxtail palm tree.

### Background and Summary Information

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

Ms. Lynch previously donated a queen palm in memory of her late father James Lynch (pre-2015). Ms. Lynch requested to donate a similar tree in memory of her mother. Due to a miscommunication, staff missed the deadline for the next BOT meeting prior to Ms. Lynch's planned departure to her summer home. The Community Manager decided to administratively approve the request to fulfill Ms. Lynch's wish to see the tree planted before leaving. Ms. Lynch paid the cost and staff planted the tree (as the attached picture illustrates).

Hence, staff recommends, the BOT confirm the Community Manager's acceptance of the donation of \$40 from Ms. Lynch for a foxtail palm tree.



Barefoot Bay Recreation District  
 625 Barefoot Boulevard, Building "F"  
 Barefoot Bay, FL 32976-9233  
 Phone 772-664-3141  
 Fax 772-664-1928

### Gift and/or Memorial Request Form

In accordance to Item 3.5 Guidelines for Gift or Memorials located in Policy Manual

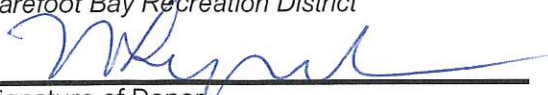
Donor Information (please list all)		
Name <b>MAURA LYNCH</b>		
Street Address <b>510 BAREFOOT BLVD.</b>		
Town/Zip <b>BAREFOOT BAY FL 32976</b>		
Telephone # <b>917-535-5770</b>	Alternate Phone #	E-mail address <b>mlynchphoto@gmail.com</b>
In Memory of <b>HELEN LYNCH</b>		
Description of Requested Gift/Memorial, including proposed location (may attach separate sheet)		
<b>Tree</b>		
<b>next to JAMES LYNCH TREE</b>		
<b>BAREFOOT BLVD.</b>		
<b>Royal Palm or Foxtail Palm or Queen Palm</b>		
<p><b>Donations:</b> All Donations must be submitted to the District Clerk for purchase by District Staff.</p> <p><b>Memorials:</b> Barefoot Bay Recreation District will make reasonable efforts to contact the donor or their heirs in advance of the removal of a memorial so that donors may replace the item. However, Barefoot Bay Recreation District will not be held responsible if unable to contact donor prior to removal.</p>		
<p>I acknowledge that I have read and agree to abide by <i>Guidelines for Gift and or Memorials for the Barefoot Bay Recreation District</i></p>		
Signature of Donor 		Date <b>6/15/21</b>
FOR OFFICE USE ONLY		
Memorial Name:	Date	
Approved By:	Date Approved	
Memo:		







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

7. The gas grill is available for use at Pool 1 by residents and their guests on a first come, first served basis.<sup>144</sup>
8. Residents must wipe the grill and cooking area clean when cooking is complete.
9. Residents assume all responsibility for food safety.
10. Due to the potential risks, residents using grills are required to sign a waiver and assume all responsibility for the cooking and safety of the prepared food.
11. Residents must provide their own cooking tools.
12. All commercial entity hosted for-profit, revenue-based, food service special events, excluding outside commercial entity catering and/or simple food delivery for resident or club-hosted meetings or special events, are prohibited from being held in any District owned facilities.<sup>145</sup>
13. Any private commercial caterer and/or event planner providing food-related services for any resident or club-hosted meeting or special event, excluding simple food service delivery, shall be required to execute an indemnification and hold harmless agreement in favor of the District related to any food-related services provided.

### **3.5 Guidelines for Gift and or Memorials for the Barefoot Bay Recreation District<sup>146</sup>**

All gifts and /or memorials plans must be submitted for review by the Community Manager for compliance with the guidelines below. Those meeting the criteria below may be recommended for acceptance to the Board of Trustees at a regularly scheduled meeting. Acceptance of any memorial or gift meeting the criteria shall be at the discretion of the Board of Trustees. The Board of Trustees reserves the right to decline the acceptance of gifts or memorials due to inappropriateness, restrictions placed upon the gift or memorial and any potential financial or legal liability and for any other reason.

1. No gifts or memorials may be considered until the person has been deceased for more than 90 days.
2. Residents desiring to donate gifts and/or memorials shall work with staff to determine the costs of the memorial or item. The cost of the item will be presented to the donor. BBRD will purchase the item after the resident has paid for the item(s) and assume legal liability for the item.
3. No restrictions can be placed on the use or ownership of the gift or memorial. The BBRD is the sole owner of all gifts and will determine the use of the gift or memorial.
4. The gift or memorial must be deemed appropriate by the Community Manager and the Board of Trustees.
5. The Community Manager must determine all short and long-term costs of all gifts and memorials. These costs shall include the maintenance, repair, upkeep, insurance and/or any other hazards or liability. The placement of any memorial or gift shall not interfere with the maintenance of District facilities.
6. The acceptance, placement, use and removal of gifts and memorials are at the sole discretion of the District.
7. Plaques for all memorials shall not be considered permanent and will be removed at the sole discretion of the District when they deteriorate.

## Board of Trustees Meeting Agenda Memo

Date: Friday, August 13, 2021  
Title: **Out of State Travel Authorization Confirmation**  
Section & Item: 9.J  
Department: R&M/Capital Projects  
Fiscal Impact: Estimated \$561.75  
Contact: Matt Goetz, Property Services Manager, John Coffey, Community Manager  
Attachments: email from Mr. Goetz, Policy Manual excerpt  
Reviewed by General Counsel: N/A  
Approved by: John W. Coffey, ICMA-CM, Community Manager



### Requested Action by BOT

Confirmation of out of state travel to inspect sample restroom trailer unit prior to procurement.

### Background and Summary Information

The FY21 Budget contains \$50,000 for the procurement and set up of a restroom trailer unit to replace the porta-potties in the vicinity of the pickle ball and tennis courts. Due to the limited availability of said units for purchase, staff has been unable to identify a Florida vendor. Additionally, due to the anticipated cost of the procurement, staff believes visual verification of the quality of the product is in the best interest of BBRD. One vendor recently informed staff that a unit will be in Charlotte, NC within the near future. Estimated cost for Property Services Manager Goetz and Community Manager Coffey to travel there to inspect the unit is approximately \$561.00 as detailed below:

	Unit	Unit cost	Cost
mileage	1,150	0.445	511.75
meals and incidental reimbursements*	3.00	TBD	50.00
<b>Total Estimated Cost</b>			<b>561.75</b>

\* Meals/incidental reimbursement is only for Property Services Manager Goetz. Community Manager Coffey is not eligible for reimbursement as he is not a BBRD employee.

Although staff could use a BBRD vehicle, the absence of a truck would restrict maximum staff efficiency and is not recommended. The reader should note, staff is not planning on any lodging expenses as Messrs. Goetz and Coffey are tough guys who can handle a mere 20 hour round trip. Unfortunately, staff learned (on August 6th) the unit is scheduled to be in Charlotte on Wednesday, August 11, 2021, so Community Manager Coffey administratively approved the travel and is now seeking confirmation of said decision.

Hence, staff recommends the BOT confirm authorization out of state travel to inspect a model restroom trailer at an approximate cost of \$561.00.

## **John Coffey**

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**From:** Matt Goetz  
**Sent:** Thursday, August 05, 2021 11:43 AM  
**To:** John Coffey  
**Subject:** ADA Restroom Trailer Travel

John,

I got an email from the sales representative for Portable Restroom Trailers She has received word that a unit like the unit we are interested in will be available in Charlotte NC very soon for us to look at. No date specified at this point, but I will keep you notified.

***Matthew Goetz***  
**Property service manager**  
**Barefoot Bay Recreation District**  
**Office: (772)664-2063**  
**Cell: (772)494-9985**

## **Part One. General Operating Policy**

### **1.0 EMPLOYMENT AND TRAINING**

Barefoot Bay Recreation District recognizes the value of employees, and wishes to acquire talented personnel, providing the necessary training to allow employees to advance within the organization. Barefoot Bay Recreation District will hire the most suitable candidate for any open position, and employees to learn about the organization and to work as a valued team member.

Standard hiring practice is to perform open recruitment for job openings. To encourage employee personal and professional development growth, the hiring manager may elect to use internal recruitment only when the hiring manager and his or her supervisor believes there is more than one qualified employee to fill the position. Under special circumstances (key critical positions), the Community Manager may authorize promotion or appointment of a qualified candidate to a position without using the recruitment process. Upon such circumstances a written statement will be placed in the employees file explaining why the normal process was not used.

Within budgetary restraints, the District recognizes the importance of professional continuing education to maintain and grow skill sets of professional positions. Training will be completed in state only. In the event there is a need for out of state training, the Board will approve out of state travel. <sup>2</sup>

### **1.1 TRAVEL POLICY**

Barefoot Bay Recreation District does not recommend the use of personal vehicles for business purposes. Employees will not be reimbursed for mileage when they use their personal vehicle for Barefoot Bay Recreation District business. An exception is made when 1. An employee is required to attend a seminar, training or any overnight business travel, or 2. An employee is on an official assignment and a Barefoot Bay vehicle is not available<sup>3</sup>, subject to prior approval of district management. If necessary, during a declared emergency, district management may waive this policy. <sup>4</sup>

Per diem and travel expenses of public officers, employees and authorized persons shall be reimbursed in accordance with Section 112.061, Florida Statutes. Training will be completed in state only. In the event there is a need for out of state training, the Board will approve the travel.

<sup>5</sup>These basic policies apply to all BBRD travel:

1. All travel, if pre-authorized by the Community Manager
2. Receipts are required for reimbursed expenses
3. Rates of per diem and subsistence allowance and mileage rate for use of personal vehicles is reimbursed in accordance with Sec.-112.061, F.S.
4. Expense reports that approved by the Department Head and Community Manager are reimbursed in a timely manner.
5. Traveler must elect prior to travel use of per diem or reimbursement for meal expense (including up to 15% tip and sales tax).<sup>6 7</sup>

### **1.2 REPORTS REQUESTED BY THE BOARD OF TRUSTEES**

The following reports shall be provided by the 15<sup>th</sup> of each month:





## **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, Community Manager, ICMA-CM

**Date:** August 13, 2021

**Subject:** Manager's Report

### Resident Relations

#### **ARCC Meeting 07/20/2021**

- 2 old business permits: 1 approved and 1 tabled (permit package was incomplete)
- 7 consent permits: all approved
- 8 other permits: 4 approved, 3 tabled, and 1 denied

#### **ARCC Meeting 08/03/2021**

- 5 old business permits: 4 approved and 1 tabled (permit package was incomplete)
- 16 consent permits: all approved
- 9 other permits: 8 approved and 1 denied

#### **Next ARCC Meeting 08/17/2021**

- Will be held in Building D/E at 9am

#### **VC Meeting 07/23/2021**

- 29 cases were on the agenda
- 26 came into compliance before the meeting
- 2 were found in violation
- 1 was tabled as the owner is working with staff towards voluntary compliance

#### **VC Meeting 08/13/2021 in Bldg. D/E at 10am**

- 6 cases are on the agenda

#### **Next Violations Committee Meeting**

- Scheduled for August 27<sup>th</sup> in Bldg. D/E at 10am

#### **Interesting Facts for July**

- 55 homes sold
- 22 Orientations given with 41 residents in attendance

#### Food & Beverage

- **Friday Night Music** is now scheduled on the Lakeside stage back of the Lounge. During the month of August, the band will play from 6-9:30pm., however, starting in September the time is 7-10:30pm. Revised calendars are available in the usual locations and on the Food & Beverage Facebook page.
- **Coconut Island Event** update - Get lost for a three hour tour and then some with TC and SASS on August 21<sup>st</sup> from 5-10pm. We will have an island style buffet from 5-6pm. Tropical drink specials will add to the theme as well as the upbeat danceable music by TC and SASS. Have fun in our Jilligan's Island character contest for a chance to win a gift certificate. Tickets for the buffet are on sale at the Lounge, the 19<sup>th</sup> Hole and Administration. Flyers with all the details are posted. BTW, if anyone wonders why we are have a tropical island castaway party, please remember we do have a washed up up boat at the entrance to the Community Center area!
- **19<sup>th</sup> Hole Walk In Cooler Project Update** – Received final construction plans and will start soliciting bids.

#### Property Services

- Investigated and made repairs to the Micco RV Storage access gate
- Continued painting of the entrance walls on U.S. 1
- Made repairs to the gate on the fishing pier
- Source an air conditioning condensation leak at the convenience store
- Replaced broken benches at the shuffleboard courts
- Move boxes from the Administration Building to long-term storage
- Removed the railing at the end of the pier that has constantly been vandalized and replaced with cable
- Installed 2 oscillating fans on the back porch of the 19<sup>th</sup> Hole
- Replaced light switch at Pool #3 and pulled new wires
- Replaced umbrellas at Pool 3 with new green umbrellas
- Replaced light at the Softball Field
- Repaired the UV light treatment system at Pool #2
- Stripped and repainted AC grills in Building A and touched up paint in preparation of re-opening the building
- Repaired ceiling track in the C.O.P.'s Office
- Facilitated the replacement of HVAC units on the Lounge towers
- Purchased and installed shipping container at the West RV Storage lot for additional long-term storage capabilities
- Began retrofitting the shipping container to meet BBRD needs
- Repaired broken gate at the Beach and maintenance work on the irrigation system
- Re-piped the irrigation inlet pipe in the pump house near the Administration Building
- Replaced ceiling tiles at the 19<sup>th</sup> Hole
- Swapped out all the soap dispensers in BBRD
- Checked outlets at the stage in Building A
- Continued to solicit quotes and bids for FY21 projects

### Golf-Pro Shop

- Course Closed for aerification
  - Monday, August 23<sup>rd</sup> Back nine and putting green
  - Tuesday, August 24<sup>th</sup> Front nine and range
- Irrigation Pumps shaft and rebuild of packing boxes (date of completion will be provided once pumps are inspected by vendor)
  - 1<sup>st</sup> Pump removed from property, repaired, and will be reinstalled on Monday, August 9th
  - 2<sup>nd</sup> Pump will be removed August 9<sup>th</sup> for same service and returned when complete
  - Watering schedules on course will be varied to ensure one pump can cycle all areas of course needing water
- Tournaments (Call the Pro Shop 664.3174 with questions or to sign-up)
  - Aug 14<sup>th</sup> Art Lane 95<sup>th</sup> Birthday Tournament
    - 8:30am Shotgun start
    - 4 person/1 club scramble
    - Sign up has begun
  - Aug 21<sup>st</sup> Friendship Tournament
    - 8:30am Shotgun start
    - Sign-up begins Aug 1st
- Directional signs for Pro Shop: In progress
- Dividers installed in a few fleet carts for those concerned about COVID-19 resurgent

### General Information

- **Building A Project Update** – Staff received confirmation of the Brevard County Building Officials' refusal to reconsider his decision requiring construction of platforms around the hood exhaust pipes (building permit originally approved without platforms) and subsequently authorized the design of said platforms. Additionally, the kitchen equipment sub-contractor identified that worktables listed on the construction plans conflicted with the walk-in cooler entrance (walk-in cooler model listed in the construction plans was not available earlier in the year and an alternate was procured with a different entrance location). Staff met with the general contractor, kitchen design (sub-contractor of TLC), and kitchen sub-contractor on Friday August 6, 2021 to review the issue and agreed to a course of action of modifying worktable layout, ordering a new table, and placing previous purchases table on consignment sale via the sub-contractor's wholesale store. Delivery of new worktables is estimated at five weeks (less than estimated timeframe for installation of platforms). Although the kitchen is not yet open, staff is getting good at making lemonade out of lemons.
- **Building A Re-Opening** – The assembly area will be available for use by residents, clubs, and organizations beginning September 1, 2021. The availability date of the kitchen will be announced in the future.
- **FY22 Approved Budget Documents** – Paper copies of the comprehensive document were delivered to the BOT on Friday, August 6, 2021. A copy is available for inspection by the public in the Administration Building. A paper copy of the comprehensive document is available for purchase at \$17.00 plus tax. Paper copies of the resident's version of the FY22 Approved Budget (line-items and Transmittal Letter) are available free of charge at the Administration Building starting Monday, August 16, 2021. Electronic versions of both documents will be available on [www.bbrd.org](http://www.bbrd.org) by August 13, 2021.

- **Softball Field Infield Collar Rehabilitation** – Staff recently approved a proposal from ABM in the amount of \$3,762.00 to remove to sod at the back edge of the infield level the soil and relay the sod to remove the trip hazard that had built up over the last few years.