

**Barefoot Bay Recreation District
Regular Meeting of the Board of Trustees**

Tuesday, March 27, 2018

7:00 PM

1225 Barefoot Boulevard, Building D/E



BAREFOOT BAY RECREATION DISTRICT

Barefoot Bay Recreation District Regular Meeting
Tuesday, March 27, 2018 at 7 P.M.
Building D&E

AGENDA

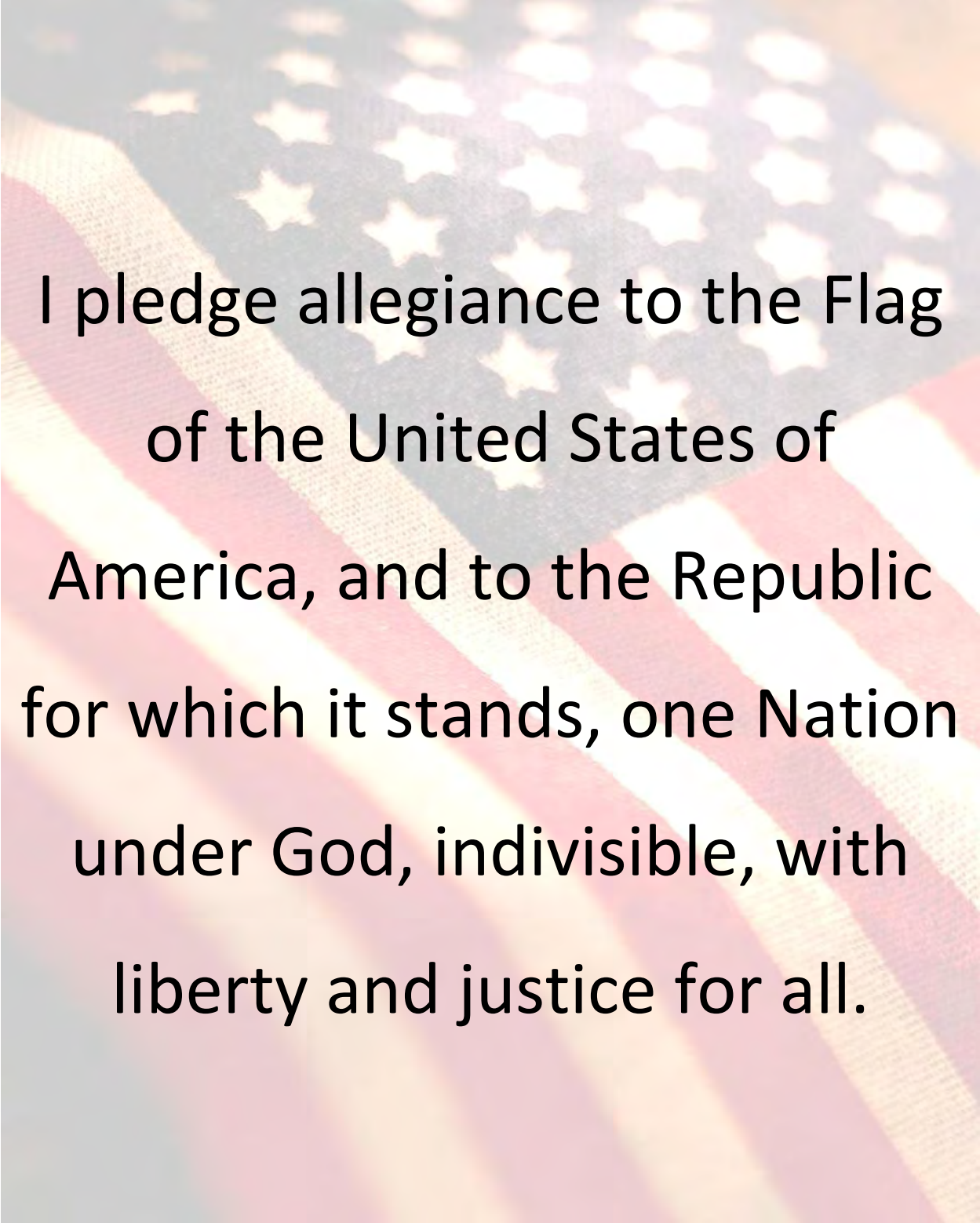
Please silence all electronic devices

1. Thought for the Day
2. Pledge of Allegiance to the Flag
3. Roll Call
4. Presentations and Proclamations
5. Approval of Minutes
6. Treasurer's Report
7. Audience Participation
8. Unfinished Business
9. New Business
 - A. Assignment of Shopping Center Lease
 - B. BFBHOA Donation Request
 - C. Confirmation of Pool#1 Heater Replacement
 - D. Confirmation of Pool #1 Walkway Roof Change Order #1
 - E. Award of Contract for Benches
 - F. Award of Contract for Bench Covers
 - G. ARCC Permitting Process Discussion
 - H. 2019 Barefoot by the Lake Festival
 - I. NRP Appointment
 - J. 2019 Kids Swim Proposal
 - K. Fireworks Over the Bay Discussion
10. 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.

Thought of the Day





I pledge allegiance to the Flag
of the United States of
America, and to the Republic
for which it stands, one Nation
under God, indivisible, with
liberty and justice for all.

Roll Call

Trustees

Chairman - Mr. Lavier

1st Vice Chair - Mr. Diana

2nd Vice Chair – Mr. Wheaton

Secretary - Mr. Klosky

Treasurer - Mr. Cavaliere

Also Present

General Counsel- Cliff Repperger, Jr., Esq.

Community Manager - John W. Coffey

District Clerk - Dawn Myers

Presentations

Approval of Minutes



BAREFOOT BAY RECREATION DISTRICT

**Board of Trustees Regular Meeting
February 27, 2018
7 P.M. –Building D&E**

Meeting Called to Order

The Barefoot Bay Recreation District held a Regular Meeting on February 27, 2018 in Building D&E, 1225 Barefoot Boulevard, Barefoot Bay, Florida. Mr. Lavier called the meeting to order at 1:00 P.M.

Thought for the Day

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

Pledge of Allegiance to the Flag

Led by Mr. Wheaton.

Roll Call

Present: Mr. Lavier, Mr. Diana, Mr. Wheaton, Mr. Klosky and Mr. Cavaliere. Also present: John W. Coffey, Community Manager, Cliff Repperger, General Counsel, and Dawn Myers, District Clerk.

Presentations

None brought forward.

Minutes

Mr. Klosky made a motion to approve the minutes dated February 9, 2018. Second by Mr. Diana. Motion carried unanimously.

Treasurer's Report

Mr. Cavaliere read the Treasurer's Report for February 27, 2018.

Mr. Klosky made a motion to approve the Treasurer's report as written. Second by Mr. Diana. Motion carried unanimously.

Audience comment on Agenda Items

None brought forward

Unfinished Business

Veterans Building

Mr. Cavaliere explained that the Veterans have submitted a proposal for the District to build a new facility for them in the area where Building D/E is currently located. However, the proposal for a new facility to house a remodeled 19th Hole/Pro Shop/D/E will take up much of the area as an expanded parking lot and retention pond will also be placed in the same vicinity. The Board agreed that the Veterans are a valued group in the community and merit a larger space to hold their meetings and functions, however the space required to construct a new Veteran's building will not be available. Mr. Coffey reiterated that there is



BAREFOOT BAY RECREATION DISTRICT

funding for the remodel and upgrade of the Resident Relations office in the FY19 budget as previously discussed.

Mr. Cavaliere made a motion that the Board support the transition of the current Residents Relations office to a meeting facility for the Veterans once vacated. Second by Mr. Diana. Motion carried unanimously.

New Business

Authorization for Chairman to Sign the Administration Building Project Contract

General Counsel stated that he is in communication with the contractor and the contract is in its final stages. He requested the Board table this item to the next meeting for authorization so he can finalize the language before submitting to the Board for review and approval.

Mr. Diana made a motion to authorize Chairman Lavier to execute the contract for the Replacement Administration Building Project as soon as the contract has been received and reviewed. Second by Mr. Diana. Motion carried unanimously.

Audit Report

Mr. Bill Blend of Moore Stephens Lace (MSL), Barefoot Bay's auditing firm, reported on the FY17 Audit for Barefoot Bay. Mr. Blend congratulated the Board on the successful pay off the long term Bond and Swap loan which was by far the biggest accomplishment of the year. Mr. Blend commented on the other required auditing reports:

- Internal Controls – No Findings
- Independent Accountant – In compliance with Florida Investment Statute 218.415
- Independent Auditor's Management Letter – No Findings
- Required Communications – No Findings

Mr. Blend stated that overall there were good results and thanked staff for their assistance.

Mr. Klosky made a motion to approve the FY17 Audit report as presented. Second by Mr. Diana. Motion carried unanimously.

FY18 Budget Amendment Resolution: Replacement Administration Building

Mr. Coffey explained the Board awarded a contract for construction services to Reynolds General Contractors, Inc. in the amount of \$936,365.00. After a pre-construction meeting last month, the vendor submitted a revised cost proposal of \$925,756, a reduction of \$10,609 (deletion of cost to remove the existing building, shed and walkway plus a minor modification to the Finance suite of office space). Per the Proposed FY19-23 Five-Year Financial Model and Capital Improvement Plan, sufficient fund balance is available for this project.

General Counsel read the resolution:

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE BAREFOOT BAY RECREATION DISTRICT AMENDING RESOLUTION 2017-10; AMENDING THE BUDGET; RECOGNIZING FUND BALANCE FOR FY18 REPLACEMENT BUILDING FUND PROJECT.

Mr. Klosky made a motion to approve the resolution amending the budget. Second by Mr. Diana. Motion carried unanimously.



BAREFOOT BAY RECREATION DISTRICT

Financial Advisor Contract

Mr. Jack Reddy voiced concern about the expenditure required to hire a financial advisor for the District as we already have the financial input of Mr. Henley in our Finance Department, our District Management Company, SDS and our Community Manager, John Coffey.

General Counsel explained that it is important to have a professional advisor independent from staff in order to provide objective financial recommendations. Board discussion ensued.

Mr. Cavaliere made a motion to approve the contract for financial services with Mr. Clark Bennett of Spectrum Municipal Services, Inc. Second by Mr. Diana. Motion carried unanimously.

Bond Program Reimbursement Resolution

General Counsel explained that the Board directed the consideration of a reimbursement resolution for the Administration Building Project. The resolution will in effect, cover any monies paid on the listed projects should the Board decide to go out to Bond. He emphasized that the resolution by no means contracts the Board with any loan or bond.

General Counsel read the resolution:

A RESOLUTION OF THE BOARD OF TRUSTEES OF BAREFOOT BAY RECREATION DISTRICT EXPRESSING ITS INTENTION FOR PURPOSES OF COMPLIANCE WITH TREASURY REGULATION SECTION 1.150-2, TO REIMBURSE EXPENDITURES WHICH MAY BE MADE WITH RESPECT TO THE CAPITAL PROJECTS DESCRIBED IN EXHIBIT "A" TO THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.

Mr. Diana made a motion to approve the Bond Program Reimbursement Resolution. Second by Mr. Cavaliere. Motion carried unanimously.

Manager's Report

Office of the District Clerk

- Ground Breaking Ceremony – On Tues., 20Mar18 at 3pm behind the old Administration Building located at 625 Barefoot Blvd the Board of Trustees will officially commence construction of the New BBRD Administration Building with the ceremonious first shovel throws marking the beginning of the project. Chairman Lavier will be the master of ceremony and deliver a brief address to those assembled. Light refreshments will be served. Everyone is welcome to attend.

Finance

- FY18 Assessment Collection Update – \$2,933,564.37 (gross) or 81.5% of the FY18 Budget has been received as of 02Feb18. Please see attached for details.

Resident Relations

ARCC Updates:

- 20Feb18 meeting had 48 permits on the agenda. 44 permits were approved and three permits were denied. One is on hold, awaiting further information.
- The next meeting is scheduled for 06Mar18 in the BFBHOA Office at 9am.
- 13Feb18 and 27Feb18 meetings consisted of the committee continuing their review of the ARCC guidelines.
- The next meeting to review the Guidelines is scheduled for 13Mar18 at 8am in the BFBHOA office.



BAREFOOT BAY RECREATION DISTRICT

Violations Committee Updates:

- 09Feb18 meeting had 25 cases on the agenda. 7 cases came into compliance prior to the meeting while 18 cases were found in violation.
- 23Feb18 meeting had 14 cases on the agenda. 3 cases came into compliance prior to the meeting. 11 cases were found in violation.
- The next meeting is scheduled for Fri., 09Mar18 in Bldg. D/E at 10am

Food & Beverage

- St. Paddy's Day tickets are on sale at the 19th Hole and the Lounge. Flyers with all the details are posted.
- Additional tables and chairs have been purchased for the Lounge to replace broken/worn out furniture.



Golf-Pro Shop

- Cart Barn roof repair: Complete 2/12/2018
- New Pro Shop Hours 7am to 6pm (Last Cart in at 6:30 pm)
- Srixon/Cleveland Short Game Demo Day (7Mar18)
 - 10am – 2pm
 - Space is limited...Sign up at the pro shop with Ernie or Bill
- 31Mar18: Pro Shop will close at 3pm for inventory
- Tournaments in February: Sign up at Pro Shop (call 664.3174 for details)
 - 03Mar18: BFBHOA Tournament 8:30am Shotgun
 - 10Mar18: Canada Club Tournament 8:30am Shotgun
 - 13Mar18: Ladies 18 Hole Spring Invitational 8am Shotgun
- BBRD Club Championship
 - 22Mar18 Pairings Dinner at 6pm in Bldg. A
 - 23&24Mar18 Tee Times begin 7:15am
 - Martini League End of Season Tournament 31Mar18 8:30am Shotgun

Property Services

- Set up and tear down for Barefoot Bay by the Lake
- Continued work on the bocce ball courts (opening soon). Once they are completed staff will commence with the removal and rebuild of the other two
- Installed new shed for Christmas decoration storage
- Moved shed at Falcon Drive and repaired large washout behind it
- Moved shed behind Old Administration Building to make room for the New Administration Building construction
- Installed new security lighting at the Garden Club area (not completed as of 20Feb18 but scheduled for completion prior to BOT meeting)
- Replaced main pump at pool #1 (not to be confused with heater repair that occurred in January)
- Replaced 2 rotten 4x4 timbers at the tennis courts
- Training Note: 2 more employees attended the Certified Pool Operator (CPO) class held in Orlando. We now have 5 CPO's.



BAREFOOT BAY RECREATION DISTRICT

Mr. Coffey requested permission to draft a letter to Commissioner Tobia addressing the dire need for the County's involvement with the drainage issues on Cherokee Court. Board consensus to draft and send the letter signed by all Trustees.

Mr. Coffey explained that a tentative agreement will be in place on March 9, 2018 for the ABM contract extension. The contract has not yet been reviewed by attorneys on either side. He asked for authorization, if there are no issues with the changes, to sign off on the tentative agreement and bring back the reviewed contract for approval. Board consensus to move forward with the tentative agreement.

Attorney's Report

General Counsel stated that the County attorney's office advised they will not pursue any action on the property on 915 Wren Circle. He will continue to work closely with the Sheriff's office and update the Board with any additional information.

Incidental Trustee Remarks

Mr. Diana commented on the pleasant experience volunteering at the past weekend's festival. He stated it was an honor to help and thanked staff and the volunteers for a wonderful job helping make the Barefoot Bay Festival a success.

Mr. Wheaton clarified misinformation in the community about his alternate D/E building increasing construction costs. He clarified that there will be an approximate 2 million dollar saving and a bank loan will not raise the assessment.

Mr. Klosky requested we send the Community Manager/SDS evaluations out as soon as available. Mr. Cavaliere asked that we update the questions on the evaluations as the Management Company evaluation and the Community Manager evaluation have the same or similar questions. He thanked everyone for attending the festival last weekend.

Mr. Cavaliere clarified misinformation in the community about his intentions as a Trustee on the Board. He stated that he will not respond to attacks regarding speculations about his objectives in the Tattler and on his part in the construction of new buildings. He supports the new construction as it enhances the community for everyone but by no means is it self-serving as the only amenity he uses consistently is the golf course. He acknowledged staff for a stellar job at last weekend's festival and Mr. Lavier for his hard work throughout the entire event.

Mr. Lavier discussed the festival and his part in helping with set up and tear down. Property Services began shutting down the festival at 8:30PM after being on hand since 7AM and he shut the final light off at 11:30PM before heading home. He congratulated staff and the HOA for a wonderful day and a fantastic job in pulling it together and thanked all the residents who helped Barefoot Bay shine on that day.



BAREFOOT BAY RECREATION DISTRICT

Adjournment

The next meeting will be on Friday, March 9, 2018 at 1PM in Building D/E.

Mr. Cavaliere made a motion to adjourn. Second by Mr. Lavier. Motion carried unanimously.

Meeting adjourned 1:49PM.

Joseph Klosky, Secretary

Dawn Myers, District Clerk



BAREFOOT BAY RECREATION DISTRICT

**Board of Trustees Regular Meeting
March 9, 2018
1 P.M. –Building D&E**

Meeting Called to Order

The Barefoot Bay Recreation District held a Regular Meeting on March 9, 2018 in Building D&E, 1225 Barefoot Boulevard, Barefoot Bay, Florida. Mr. Lavier called the meeting to order at 1:00 P.M.

Thought for the Day

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

Pledge of Allegiance to the Flag

Led by Mr. Cavaliere.

Roll Call

Present: Mr. Lavier, Mr. Diana, Mr. Wheaton, Mr. Klosky and Mr. Cavaliere. Also present: John W. Coffey, Community Manager, Cliff Repperger, General Counsel, and Dawn Myers, District Clerk.

Presentations

Employee Milestones

On behalf of the Board of Trustees Chairman Lavier presented Mr. Richard Rybinsky of Property Services Custodial Department with a service award for 5 dedicated years of service to Barefoot Bay.

Minutes

Due to 2-day turnaround from the last meeting and the publishing of this agenda, the Minutes dated February 27, 2018 will be included in the March 27, 2018 agenda package.

Treasurer's Report

Mr. Cavaliere read the Treasurer's Report for March 9, 2018.

Mr. Diana made a motion to approve the Treasurer's Report as written. Second by Mr. Klosky. Motion carried unanimously.

Audience comment on Agenda Items

Ms. Jeanne Osborne commented on General Counsel Repperger's agenda item announcing that he will be moving to a new law firm. She requested the Board consider transitioning with General Counsel Repperger and stated that she hoped he would be with BBRD for many years to come.



BAREFOOT BAY RECREATION DISTRICT

Unfinished Business

Authorization for Chairman to Sign the Administration Building Project Contract

General Counsel Repperger provided the trustees with a draft copy of the Administration Building Project Contract. He went over a few small changes since the agreement was emailed to the trustees. Site work may start approximately April or before if the permit is approved. Substantial completion date is 6 months from the start date. He briefly discussed the contract and stated that the contractor has no additional changes and is ready to move forward.

Mr. Klosky made a motion to authorize Chairman Lavier to execute the contract for the Replacement Administration Building Project. Second by Mr. Diana. Motion carried unanimously.

Further Discussion of Trustee Wheaton's Alternate D/E Complex Project Proposal

Mr. Diana stated that he has surveyed the area where Mr. Wheaton's alternate proposal for Building D/E/19th Hole Project and stated he was not convinced that there was enough room for the additional parking in that area. He maintained that we should not make a habit of shifting gears mid project and spend more money on additional design schemes. Mr. Cavaliere agreed with Mr. Diana stating that after viewing the final plans for the original building proposal, he is convinced that this proposal is significantly better. Mr. Wheaton stated that those opinions are premature as the smaller building will require less parking. He stated his proposal makes better fiscal sense since the services at the 19th Hole will not be interrupted as it will be in the current proposal.

Jack Reddy asked about resident input regarding the financing for the new proposed building since the residents should have a say in spending this amount of money.

Mr. Diana made a motion to discontinue seeking a design proposal for Mr. Wheaton's alternate building D/E. Second by Mr. Cavaliere. Mr. Klosky abstained. Mr. Wheaton opposed. Motion carried 3-1.

DOR Violations

Case # 17-004758 & Case # 17-000874 882 HAWTHORN CIRCLE

- The Violations Committee met on 12/08/2017 and found ARTICLE III, SECT. 3 (A) (B) (C) (D) (E) Vehicle Violations (Boats/Trailer/RV/Comm. Vehicles)
- The Violations Committee met on 08/11/2017 and found ARTICLE III, SECT. 2 (C) (D) Condition of Prop. (C) Unauthorized items

Mr. Cavaliere made a motion via consent agenda to forward to the attorney's office. Second by Mr. Wheaton. Motion carried unanimously.

Review of Draft ABM Contract Extension

Mr. Coffey stated that the current contract with ABM for maintenance of the Golf Course, Softball Field and Lawn Bowling Court expires on 30Sep18. He explained that if the BOT approves the language, ABM and BBRD will have their legal counsel review and he will place the topic on the 13Apr18 agenda for consideration of approval.

Mr. Cavaliere made a motion to forward the ABM contract to the attorneys for review. Second by Mr. Diana. Motion carried unanimously.



BAREFOOT BAY RECREATION DISTRICT

Confirmation of Award of Contract for Relocation of Fiber Optic Line to Old Administration Building

Mr. Coffey explained that site work for the New Administration Building which is currently scheduled to start in mid to late March and our fiber optic to the current Administrative building line is directly in the path of a drainage pipe to be installed. He stated that it is critical to relocate the conduit and fiber optic line before the site work starts. Mr. Coffey stated that he administratively approved the proposal to Network Cabling Services, Inc. for \$8,250.00 to expedite the work rather than postpone work for a week so the BOT could formally award the contract. The vendor has stated the work will start as soon as underground locates are completed.

Mr. Cavaliere made a motion to confirm the Community Managers award of contract for the relocation of the fiber optic line between Building A and the Old Administration Building to Network Cabling Services, Inc. for \$8,250.00 and his waiver of the 2nd bid requirement. Second by Mr. Cavaliere. Motion carried unanimously.

General Counsel Law Firm Transition

General Counsel Repperger announced to the Board that he will be leaving his position at GrayRobinson and moving to law firm, RosswaySwan. He stated that he will be working out of their offices in Melbourne and Vero Beach and will actually be closer to BBRD in their Vero office. He offered BBRD the opportunity to transition with him to the new firm, however they do have the option to stay with GrayRobinson if so desired and contract with a new District Counsel with them. General Counsel stated that he has enjoyed his role as District Counsel for the past 10 years and assured the Board that his fees and his dedication to the District will not change. He is looking forward to this new phase in his career and looks forward to a continued harmonious relationship with Barefoot Bay. Board discussion ensued.

Mr. Diana made a motion to have the District transition legal services with General Counsel Repperger from GrayRobinson to RosswaySwan. Second by Mr. Cavaliere. Motion carried unanimously

Manager's Report

Office of the District Clerk

Ground Breaking Ceremony Reminder – On Tues., 20Mar18 at 3pm behind the old Administration Building located at 625 Barefoot Blvd the Board of Trustees will officially commence construction of the New BBRD Administration Building with the ceremonious first shovel throws marking the beginning of the project. Chairman Lavier will be the master of ceremony and deliver a brief address to those assembled. Light refreshments will be served. Everyone is welcome to attend.

Finance

FY18 Assessment Collection Update – \$3,047,603.48 (gross) or 84.5% of the FY18 Budget has been received as of 03Mar18. Please see attached for details.

Resident Relations

ARCC Updates

- The 27Feb18 meeting continued the review of the ARCC guidelines. The next meeting to review the guidelines is 13Mar18 at 8am in the BFBHOA office.
- The 06Mar18 meeting had 48 permits on the agenda. All permits were approved.



BAREFOOT BAY RECREATION DISTRICT

Violations Committee Updates

- The meeting on 23Feb18 had 14 cases on the agenda. 3 cases came into compliance prior to the meeting, 11 cases were found in violation.
- The meeting on 09Mar18 had 19 cases on the agenda for that meeting. 6 cases came into compliance prior to the meeting, 13 cases were found in violation.
- **Badge Renewal Information** – Staff will begin renewing badges with the new 04/2019 stickers on Monday 05Mar18, for residents who have paid their 2017 Brevard County Taxes in full. The homeowners need to bring in the “Resident Badges” and “Dependent Badges” for additional residents living in their home, if you choose to have them updated. Homeowner approval is required for all updates.

The Resident Relations Office is open from 8:30am - 4:30pm Monday - Friday. To assist residents who are unable to come to the office during the week, the office will be open the following Saturdays from 9am – Noon

- 10Mar18
- 24Mar18
- 07Apr18

Food & Beverage

- **St. Paddy's Day Update** – A full day of events is planned for St. Patrick's Day on Sat, 17Mar18.
 - The parade starts at 10am down Veteran's Way followed by a short ceremony outside Building A which closes with a blessing of the Bay by Deacon John Dunlop.
 - Immediately following the ceremony, the Brevard County Pipers march around Pool #1 to the lakeside of the Lounge to entertain the crowd.
 - The bars open at 10am, music is scheduled from 11am-7pm. There are a few tickets left for corned beef sandwiches or dinners at the Lounge and the 19th Hole.
 - The 19th Hole will also offer a special menu on Saturday of corned beef & cabbage, cottage pie, bangers & mashed or salmon, cream & peas.



Golf-Pro Shop

- **Variable Frequency Drive (VFD) Replacement** – The gizmo that provides constant pressure to the two main irrigation pumps has been damaged by some form of electrical shock to the system. The irrigation pumps, transformers, regulators, butterfly valves, and all electrical components have been serviced and up to date. The VFD needs replacing and staff will operate one pump at a time until a local vendor receives the component which is shipping from Wisconsin. This will be done to prevent excessive surges or motor start and shutdown.



BAREFOOT BAY RECREATION DISTRICT

- **Tournaments:** Sign up at Pro Shop or call 664-3174 for details
 - Canada Club, 10Mar18, 8:30am shotgun start
 - Ladies 18 Hole Spring Invitational, 13Mar18, 8am shotgun start
 - BBRD Club Championship, 22Mar18 Pairings Dinner at 6pm in Bldg. A
23 & 24Mar18, Tee Times begin 7:15am
 - Martini League End of Season Tournament, 31Mar18, 8:30 shotgun start
- **March 31st** - Pro Shop will close at 3:00 pm for inventory

Property Services

- Finished clay installation and paint on 2 of the 4 bocce ball courts. The remaining 2 will begin construction Monday 12Mar18
- Finished installation of all new paper towel dispensers, toilet paper dispenser etc. from our new custodial supplies company.
- Began repairs from the hurricane to the fascia on Building D/E
- Finished electric installation to the new Christmas storage shed
- Repainted storage shed at Property Services
- Resealed and repainted the roof of the custodial supply shed
- Annual Re-inspection and tag of all the fire extinguishers in BBRD

General Information

• **Financing of projects:**

BBRD's Financial Advisor, Mr. Clark Bennett will be here next month (13Apr18) regarding two agenda items.

1. A final decision on the projects to be financed (which specific projects and a total cost)
 2. Discussion on how to proceed (15 year bank loan or 30 year bond).
- **Weir** - Since we are back at a standstill with the County regarding who is responsible for the pipe under Dottie Lane, I have authorized a new dive team (\$6,400) to go down and see if they can figure out what is wrong so we can determine who is responsible.
 - **Micco RV CCTV System** - Due to continued decline in the quality of the system, rather than wait for the FY19 Budget, I will be placing a proposal in the next few weeks on the agenda regarding replacement/upgrade of the Micco RV lot CCTV system. A similar proposal for the West RV lot system will be in the FY19 WDPB.
 - **Tamarind and Cherokee Stormwater Project** – Since all the original work is now complete, with the exception of change order #3 work (relocation of pipe under Tequesta entrance to our RV lot and cleaning of the canal which the county stopped work on and their portion of the project is currently unfunded) the vendor has requested to close out the contract via a change order (#4 for a -\$50,872.80). The final payment would be \$11,494.87. Is there a consensus to close out the project and pay the final invoice? Sadly, until the County does their part (and then we see if the pipe under the Tequesta RV entrance still needs to be replaced) flooding in the Pocatella area will continue in the summer during heavy rains.
Consensus from the Board to close the project and pay the final invoice.



BAREFOOT BAY RECREATION DISTRICT

- **Resident Relations Manager/Human Resources Coordinator** – With the pending retirement of Ms. Susan Cuddie, after a thorough search and selection process, I am pleased to announce the appointment Mr. Richard Armington (current full-time DOR/ARCC Inspector) to the position of Resident Relations Manager effective 02Apr18. Ms. Cuddie will work with Mr. Armington through 13Apr18 to ensure a smooth transition.
- **FY19 Working Draft Proposed Budget Update** – The document will be delivered to the Trustees on Wednesday 28Mar18.
 - Paper copies of the FY19 WDPB will be available for inspection starting Thurs., 29Mar18 at the Old Administration Building and Resident Relations' Office
 - The "Homeowner's Version" is available free to all residents starting Thurs., 29Mar18 at the Old Administration Building.
 - Electronic versions each document will be available at www.bbrd.org on Fri., 30Mar18.

Ms. Carol Spink suggested the District submit a claim to boiler machinery insurance, if the District has it, for the damaged pumps at the golf course due to the possible power surge. Mr. Coffey stated that we do have insurance, but he is not certain that it was a power surge, the machinery does wear out. Mr. Ernie Cruz stated that the component is in line with several other electronic equipment and nothing else was damaged. The component is called a regulator and the damage was definitely not due to a power surge but to wear and tear as this was piece was installed in 2001.

Attorney's Report

General Counsel stated that after his initial review of the ABM contract he has no objections and will await the legal counsel review on their side before bringing back to the meeting for authorization.

Incidental Trustee Remarks

Mr. Lavier recognized General Counsel Repperger and stated his appreciation for him remaining as BBRD Counsel. He stated that he hoped the District and General Counsel Repperger will have a long and successful relationship to come. He thanked Mr. Ernie Cruz and Matt Hill of ABM for all their hard work on the ABM contract and also thanked Ms. Sue Cuddie for her years of service with Barefoot Bay and wished her well on her future endeavors. He is looking for Mr. Lavier requested feedback from Mr. Roger Compton on the results of the past weekend's HOA sponsored golf tournament. Mr. Compton stated that the tournament was a great success.

Mr. Diana stated that he has thoroughly enjoyed working with General Counsel Repperger and looks forward to many more years together. He commented on the recent issues with the POS system at the 19th Hole. He asked if staff could look into the possibility that a larger bandwidth is warranted in this instance.

Mr. Wheaton commented that the reasoning behind his alternate proposal was to lower costs in an effort to reduce the complications that may arise with Bond validation as opposed to a bank loan. He thanked General Counsel for staying with the District.



BAREFOOT BAY RECREATION DISTRICT

Mr. Klosky thanked general Counsel for his service to the District and looks forward to working with him in the future. He reminded the trustees about the due date for turning in Community Manager and SDS evaluations to the District Clerk's office.

Mr. Cavaliere wished everyone a great weekend.

Adjournment

The next meeting will be on Tuesday, March 27, 2018 at 7PM in Building D/E.

Mr. Cavaliere made a motion to adjourn.

Meeting adjourned 2:01PM.

Joseph Klosky, Secretary

Dawn Myers, District Clerk

Treasurer's Report

Barefoot Bay Recreation District

Treasurer's Report

March 27, 2018

Cash Balances in General Fund as of 3/20/18

Petty Cash

Total Petty Cash: \$ 1,100.00

Operating Cash in Banks

MB&T Operating Account

3,100,089.32

Total Operating Accounts: 3,100,089.32

Interest Bearing Accounts

BOA Money Market Account

105,653.01

SBA Reserve Account

560,675.49

Total Interest Bearing Accounts 666,328.50

Total Cash Balances in General Fund:

\$ 3,767,517.82

Total Daily Deposits and Assessments Rec'd for 3/3 - 3/20/2018:

Daily deposits: \$ 132,276.55

Assessments received (from County only): 111,182.61

Total Deposits Received **\$ 243,459.16**

Expenditures over \$5,000 for 3/3 - 3/20/2018:

Check Number	Vendor	Description	Check Amount
	Employees	Employee Salaries & Wages: 3/7/18	60,045.50
	Federal & State Payroll Taxes	Employer Tax Liabilities: 3/8/18	17,321.71
49816	Florida Municipal Insurance	FMIT Third Installment	40,968.17
49819	Florida State Golf Association	GHIN Handicap Fees	5,093.00
49852	ABM Landscape & Turf Services	Maintenance	38,691.16
49854	Alan Jay Fleet Sales	Nissan purchase Replace PS Truck	17,415.00
49878	Jobear Contracting Inc	Sixth draw for stormwater project (Cherokee and Tamarind)	11,494.87
49889	Moore Stephens Lovelace, P.A.	Audit Services for FY ending 9/30/2017	7,000.00

Total Expenditures over \$5,000 for 3/3 - 3/20/2018: **\$ 198,029.41**

Audience Participation

Unfinished Business

New Business

Board of Trustees Meeting Agenda Memo

Date: Mar. 27, 2018

Title: FY 2018 – 2002 Diner Lease Assignment

Section & Item: 9 A

Department: Administration: Finance Manager

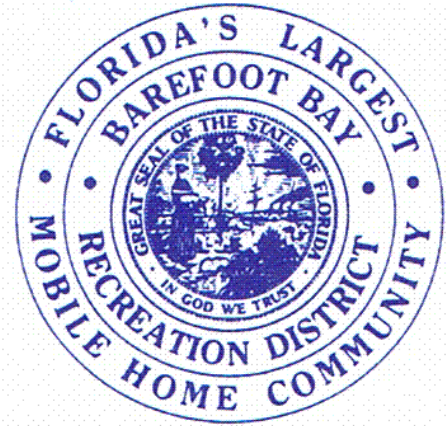
Fiscal Impact: \$0.00

Contact: John Coffey, Community Manager, and Charles Henley, Finance Manager

Attachments: Lease, Letter of Agreement between Raymond Macht to Ninette M. Ierome, Lease Assignment

Reviewed by General Counsel: Yes

Approved by: John W. Coffey, Community Manager



Requested Action by BOT

Approve the assignment of the lease from 2002 Sebastian, Inc. and Raymond Macht to Ninette M. Ierome

Background and Summary Information

- BBRD entered into a 5 year lease agreement ending Dec. 31st, 2019 with 2002 Sebastian, Inc. and Raymond Macht on February 24th, 2015 for use of Building 1, Space 2 and a portion of Space 2 at 937 Barefoot Blvd.
- 2002 Sebastian, Inc. and Raymond Macht have been doing business as the 2002 Diner in the space leased from BBRD.
- Raymond Macht has entered into a contract to sell business assets to Ninette M. Ierome on March 10th, 2018.
- Paragraph 13 of the Lease identified above allows for the assignment at the sole discretion of BBRD.
- Assignment to be executed by Chairman Lavier after receipt of the executed purchase agreement.

Staff recommends the BOT approve the assignment of the lease from 2002 Sebastian, Inc. and Raymond Macht to Ninette M. Ierome after staff receives a copy of the executed purchase/sale agreement between Raymond Macht and Ninette M. Ierome.

ASSIGNMENT OF LEASE

For and in consideration of the sum of Ten (\$10.00) Dollars and other good and valuable consideration, the said sum received cash in hand by Assignor from Assignee, as hereinafter identified, Raymond Macht (hereinafter referred to as "Assignor"), hereby assigns all right, title and interest in that certain Lease Agreement, commencing January 1, 2015, by and between Barefoot Bay Recreation District, Landlord, and 2002 Sebastian, Inc.¹ and Raymond Macht, individually, Lessee, to Ninette M. Jerome, individually (hereinafter referred to as "Assignee") and Assignor hereby waives notice of and consent to any subsequent assignment of said Lease Agreement. This Assignment shall include all rights and interest in a \$1,500.00 deposit currently held by Landlord. Assignor shall retain no rights or interest of any kind in said Lease Agreement upon full execution of this Assignment.

IN WITNESS WHEREOF, we hereunto set our hand and seal this ____ day of _____, 2018.

WITNESSES:

ASSIGNOR:

BY: _____
Raymond Macht, individually

Print:_____

Print:_____

¹ Although the Lease Agreement names 2002 Sebastian, Inc. and Raymond Macht as collective Lessee, only Raymond Macht executed the Lease Agreement individually.

ASSUMPTION OF LEASE

In consideration of the Assignment of Lease, set forth immediately above and in consideration of the Landlord's consent thereto, set forth immediately below, the undersigned, Ninette M. Ierome, hereby assumes that certain Lease Agreement, as above described, including but not limited to, all of the terms and conditions thereof as to Lessee responsibility thereunder effective _____ day of _____, 2018. Said assumption shall include all rights and interests in the \$1,500.00 security deposit previously paid to Landlord by Assignor.

IN WITNESS WHEREOF we have hereunto set our hand and seal _____ day of _____, 2018.

WITNESSES:

Print:_____

Print:_____

ASSIGEE:

BY: _____
Ninette M. Ierome, individually

CONSENT TO ASSIGNMENT OF LEASE

Barefoot Bay Recreation District, Landlord, does hereby consent to the assignment and assumption of that certain Lease Agreement, dated January 1, 2015 commencing, as referenced and provided for above.

IN WITNESS WHEREOF we have hereunto set our hand and seal this _____ day of _____, 2018.

WITNESSES:

Print:_____

Print:_____

LANDLORD:

BY: _____
Brian Lavier, Chairman
BBRD

Letter of Agreement

Ninette M. Ierome
1013 Thrush Circle
Sebastian, Florida 32976

March 10, 2018
Raymond Macht
937 C Barefoot Bay
Micco, Florida 32976

Dear Raymond Macht:

This letter (the "Agreement") summarizes my understanding of the agreement that we reached on March 11, 2018 after our meeting. Prior negotiations took place on March 2, 2018. If this Agreement is acceptable to you, please sign below in the space designated for your signature.

As I understand it, we have agreed as follows:

1. Agreement

It is my understanding we have agreed to the following in regards to: The Sale of business assets owned by Raymond Macht.

Purchase price is \$30,000 cash payable to Raymond Macht. Closing date April 30, 2018. Purchaser will perform inspections, Due Diligence and whatever needs to be completed within 15 days of Executed Contract. Purchaser agrees to pay all closing costs associated with the Transaction.

2. Term

The term of this Agreement ("Term") will commence as of March 10, 2018, and will continue in effect until April 30, 2018, at which point it shall terminate, unless the Term is extended or terminated earlier in a written document signed by both of us in the manner described in Paragraph 5 of this Agreement or as otherwise provided for in this Agreement.

3. Force Majeure

Neither of us will be liable to the other for any loss, damage or default occasioned by strike, civil disorder, governmental decree or regulation, acts of God or any other force majeure (collectively, a "Force Majeure Event"). We agree that upon conclusion of a Force Majeure Event, each of us will use commercially reasonable means to recommence full performance of our obligations under this Agreement.

4. Notice

Any notices to be given under this Agreement by either of us may be effected either by personal delivery in writing or by mail, registered or certified, postage prepaid with return receipt requested to the addresses set forth in this Agreement unless one of us notifies the other, in writing, of a change of address.

5. No Other Agreement

This Letter of Agreement contains the entire agreement between us. No part of this Letter of Agreement may be changed, modified, amended or supplemented except in a written document, signed by both of us which specifically states that the document is being signed for the purposes of modifying this Agreement. Each of us acknowledges and agrees that the other has not made any representations, warranties or agreement of any kind, except as is expressly described in this Agreement.

6. Governing Law

This Agreement shall be interpreted in accordance with the laws of Florida. In interpreting this contract, we each hereby acknowledge that we have mutually agreed to the terms of this Agreement and thus waive the protections of any law or statute which provides that in the case of uncertainty not removed by the laws relating to the interpretation of the contracts, the language of a contract should be interpreted against the drafter of the contract. Further, we agree that in the event that any one or more of the provisions of this Agreement shall be found to be invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein shall not be in any way affected or impaired.

7. Attorney's Fees

We agree that if any action is commenced to enforce any claim, demand, debt, action, cause of action, liability, cost, right, duty or obligation provided herein, or if any action is commenced to enforce any of the provisions of this Agreement, the prevailing party in such an action shall be entitled, in addition to any other remedies, to an award of out-of-pocket attorney's fees, including all actual costs incurred by the prevailing party.

8. Remedy of the Parties

Except as otherwise specifically provided for in this Agreement, in the event one of us is in default or in breach of any of the material provisions of this Agreement and fails to cure the default or breach within ten (10) days after written notice of such default or breach by the other, the non-breaching party shall have the right to terminate this Agreement.

9. Assignment

This Agreement shall only be assignable or transferable by one of us upon the written approval from the other.

10. Relationship of the Parties

It is understood and agreed that this Agreement does not create a partnership, joint venture or employment relationship of any kind between us; that each of us is acting as

independent contractors with respect to each other; and that none of the employees of either of us will be deemed to be employees of the other for any purpose.

11. Termination

Either of us shall have the right, forthwith and without further notice, to terminate this Agreement by written notice to the other, upon the occurrence of any of the following events:

- (a) A breach or default of a provision of this Agreement which is not cured within the period set forth in Paragraph 8 of this Agreement;
- (b) A Force Majeure Event that continues for a period of thirty (30) days; or
- (c) The death or incapacity of either of us during the Term.

In the event of a termination, any moneys due on the date of termination shall be immediately due and payable.

12. Headings

Headings used in this Agreement are provided for convenience only and shall not be used to construe meaning or intent.

If the above correctly expresses your understanding of the terms reached during our negotiations, please sign and date a copy of this Agreement and return the signed and dated Agreement to me.

Ninette M. Jerome 3/10/18
Ninette M. Jerome
1013 Thrush Circle
Sebastian, Florida 32976

Accepted and agreed to on March 10, 2018 by
Raymond E. Macht
Raymond Macht

LEASE AGREEMENT

THIS LEASE AGREEMENT is made and entered into this 24 day of Feb, 2015, 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 2002 Sebastian, Inc. and Raymond Macht, (hereinafter referred to collectively 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:

Building 2, Space 1 and a portion of Space 2 located at
937 Barefoot Boulevard
Barefoot Bay, Florida 32976

1. Term.

(a) The term of this Lease shall be for a period of five (5) years commencing on January 1, 2015, and ending on December 31, 2019.

(b) Provided that the Lessee is not in default of any provisions of this lease, Lessee may renew or extend said lease for two (2) additional five (5) year periods upon the same terms, covenants and conditions as set forth herein, except that Lessor, at its option, may increase the base rent by as much as five percent (5%) per renewal period, beginning the second year of each renewal period. In no event shall the base rent increase more than five percent (5%) in any renewal period. Lessee shall exercise such option by giving written notice to Lessor not less than sixty (60) days prior to the expiration of the initial term hereof. No further renewal of this Lease, subsequent to the above described renewal period, shall occur without the express written consent of the Board of Trustees of the Barefoot Bay Recreation District.

2. Rent.

(a) The base rent payable by Lessee to Lessor during the initial five year term of this Lease and the First and Second Renewal Periods are as reflected on the Schedule of Monthly Rental Payments attached and incorporated herein as Exhibit "A". In addition to the base rent, Lessee shall pay to Lessor, at the time rental payments are made, Common Area Maintenance Charges (CAM), presently in the set amount of Three Hundred Nine Dollars and 33/100 (\$309.33) per month. Said CAM charges are currently fixed, but may be increased from time to


Lessee initial

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Lessor initial

time in the sole discretion of Lessor pursuant to Paragraph 9(b). Additionally, Lessee agrees to pay to Lessor, at the time rental payments are made, its prorata share of the actual real estate taxes levied on the leased premises, presently estimated to be Two Hundred Thirty-Seven Dollars and 57/100 (\$237.57) per month, but may also increase during any term or renewal periods of this Lease. Furthermore, Lessee also agrees to pay to Lessor, at the time rental payments are made, all applicable Florida and local sales and use taxes that arise because of payment of rent to Lessor. A Schedule of Annual Payments is attached and incorporated herein as Exhibit "B." The Schedule of Annual Payments reflects estimated annual payments due by Lessee prior to any applicable discount and/or any increase in CAM, real estate taxes, and local sales and use taxes. To the extent that this paragraph and Exhibit "B" shall conflict, Exhibit B shall control.

Each monthly installment of rent, CAM charges, real estate tax and sales tax shall be payable in advance 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 in United States currency at the office of Lessor located at 931 Barefoot Boulevard Suite 1, Barefoot Bay, Florida 32976-9233, or at such other location as may be hereafter specified by Lessor to Lessee.

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) Lessor hereby acknowledges that Lessee has deposited with Lessor the sum of One Thousand Five Hundred and 00/100 Dollars (\$1,500.00). Said sum shall be held by Lessor as a security deposit for the 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 hereunder, 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 therefor, 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 for the return of such deposit or to account therefor.

(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 all 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 its 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 County Tax Assessor 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.


Lessee initial

Page 3


Lessor initial

(b) Lessee shall also pay or cause to be paid, prior to delinquency, all real estate taxes and assessments levied or charged against the leased premises.

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. 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 and additions at the time Lessor's consent is sought.

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. 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, plumbing, heating, air conditioning and electrical facilities. 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 Lessor that are applicable to all tenants in the Shopping Center of which the leased premises is 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 therefrom.

(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 render Lessor liable to Lessee for damages by abatement of rent or otherwise, nor shall the same relieve Lessee from the 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, said proportionate share being based on the square footage of the building which is occupied when repairs are made. In the event that the monthly common area maintenance payment does not satisfy the cost of said maintenance, Lessee shall pay Lessor its 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 Twenty Five Dollar (\$25.00) 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 efforts permitted by Paragraph 20 herein.


10. Parking. No part of any parking area adjoining the leased premises is leased hereunder. Lessor agrees that parking areas shall be available to, and may be 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, 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 to the cars of all employees or agents.

11. Use.

(a) Use. The leased premises shall be used and occupied by Lessee as a restaurant 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 the date 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


Lessee initial


Lessor initial

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 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 or 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. Throughout the term of this lease, 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 7:00 a.m., unless the Lessor consents to such conduct 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, on, 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 therefor 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.

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 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,


Lessee initial

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Lessor initial

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 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 tenantable 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 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 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.

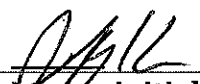
(c) All compensation awarded or paid upon such a total or partial taking of the leased premises shall belong to and be the property of Lessor without any participation by Lessee, and Lessee hereby assigns to Lessor any award made to Lessee, provided, however, that nothing contained herein shall be construed 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 award.

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


Lessee initial


Lessor initial

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 month.

21. Lessor's Options After Default. 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.

(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 as Lessor may choose, the difference between the rent specified in the Lease and the rent received on the re-leasing or renting.

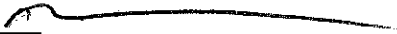
(c) In any event, Lessor shall also recover all expenses incurred by reason of the breach, including, but not limited to, reasonable attorney's fees and court costs, and the costs of

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 therefor, 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 of 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 the 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 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 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 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.

24. Inability to Perform. If the parties hereto are delayed or prevented from


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Lessor initial

performing any of their 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 of such delay or such prevention 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 unmodified 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 encumbrancer of the leased premises.

(b) Lessee's failure to deliver such statement within such time shall be construed conclusively 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.

(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 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.

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

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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 24, 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 preceding 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. This 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.

Signed and accepted this 24 day of February, 2015.

ATTEST:

"LESSOR"

Joseph Klosky
Secretary Chairman

Joseph Macht
By: [Signature]

CEO 2002 Sebastian

Signed and accepted this 24 day of February, 2015.

WITNESSES:

"LESSEE" - 2002 Sebastian, Inc.

Dawn Myers
Printed Name: [Signature]

By: _____
Its: _____

Printed Name: _____

"LESSEE"

Printed Name: _____

PEPS 2002 SEBASTIAN Raymond Macht
Raymond Macht, Individually AS CEO

Susan Cudde
Printed Name: SUSAN Cudde

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[Signature]
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SCHEDULE OF MONTHLY RENTAL PAYMENTS

2002 Restaurant


		Effective Date Periods	Base monthly rent *	Annual Total	Term Total
Initial Term of lease	1st year of lease, 25% Discount	1/1/2015 - 12/31/2015	\$1,331.53	\$11,983.77	\$11,983.77
	2-5 year of lease	1/1/2016 - 12/31/2019	\$1,398.11	\$16,777.28	\$67,109.11
First renewal period	1ST YEAR OF 1ST RENEWAL PERIOD	1/1/2020 - 12/31/2020	\$1,398.11	\$16,777.28	\$16,777.28
	YEAR 2-5 OF 1ST RENEWAL PERIOD	1/1/2021- 12/31/2024	\$1,468.01	\$17,616.14	\$70,464.57
Second renewal period	1ST YEAR OF 2nd RENEWAL PERIOD	1/1/2025- 12/31/2025	\$1,468.01	\$17,616.14	\$17,616.14
	YEAR 2-5 OF 2ND RENEWAL PERIOD	1/1/2026- 12/31/2029	\$1,541.41	\$18,496.95	\$73,987.80

Exhibit "A"

* Excludes CAM Charges, Real Estate Taxes, and Sales Tax

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SCHEDULE OF ANNUAL PAYMENTS
2002 Restaurant

	Lease Expiration Date	Base Monthly Rent	Annual Rent **	Annual Cam - subject to change*	Annual Real Estate Tax- subject to change*	Sales Tax (6.5%)*	Total Annual Payment * **	Monthly Payment * **
1st YEAR OF LEASE	1/1/2015 - 12/31/2015	\$1,331.53	\$15,978.36	\$3,711.96	\$2,850.84	\$1,465.18	\$24,006.34	\$2,000.53
2-5 YEAR OF LEASE	1/1/2016 - 12/31/2019	\$1,398.11	\$16,777.28	\$3,711.96	\$2,850.84	\$1,517.11	\$24,857.18	\$2,071.43
1ST YEAR OF 1ST RENEWAL PERIOD	1/1/2020 - 12/31/2020	\$1,398.11	\$16,777.28	\$3,711.96	\$2,850.84	\$1,517.11	\$24,857.18	\$2,071.43
YEAR 2-5 OF 1ST RENEWAL PERIOD	1/1/2021- 12/31/2024	\$1,468.01	\$17,616.14	\$3,711.96	\$2,850.84	\$1,571.63	\$25,750.57	\$2,145.88
1ST YEAR OF 2nd RENEWAL PERIOD	1/1/2025- 12/31/2025	\$1,468.01	\$17,616.14	\$3,711.96	\$2,850.84	\$1,571.63	\$25,750.57	\$2,145.88
YEAR 2-5 OF 2ND RENEWAL PERIOD	1/1/2026- 12/31/2029	\$1,541.41	\$18,496.95	\$3,711.96	\$2,850.84	\$1,628.88	\$26,688.63	\$2,224.05

Exhibit "B"

* Amounts Reflected are Estimated and Subject to Increase

** 25% Discount of 1st year of lease payments are prorated beginning in March.

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Board of Trustees Meeting Agenda Memo

Date: March 27, 2018
Title: Donation Request
Section & Item: 9B
Department: Office of District Clerk
Fiscal Impact: N/A
Contact: John W. Coffey, Community Manager
Attachments: Donation request (e-mail) and excerpt from Policy Manual
Reviewed by
General Counsel: N/A
Approved by: John W. Coffey, Community Manager



Requested Action by BOT

Approval/denial of donation request by the Barefoot Bay Home Owners' Association (BFBHOA)

Background and Summary Information

BFBHOA President Compton submitted a request (see attached) for the BOT to waive specific aspects of the Policy Manual's Donations and Gifts requirements and accept the donation of a message board (see attached for picture of requested donation) to be placed in front of the 19th Hole. Specifically, the BFBHOA requests authorization to purchase the message board and associated materials and install the posts and board themselves versus the Policy Manual requirement of donating the cost of item and having staff execute the procurement and installation.

Staff requests direction from the BOT regarding this matter.

John Coffey

From: rdcompton03@aol.com
Sent: Wednesday, March 14, 2018 1:21 PM
To: jcoffey@bbrd.org
Subject: Re: BOT waiver

Mr. Coffey

The HOA would like to donate an outdoor message board to be installed along the sidewalk leading into the 19th Hole, to be used for posting community events and notices. The HOA will pay for all costs associated with the purchase of the board. The proposed board will be like or similar to the one pictured below.



Thank you
Roger Compton
BFBHOA

-----Original Message-----

From: John Coffey <jcoffey@bbrd.org>
To: rdcompton03 <rdcompton03@aol.com>
Sent: Tue, Mar 13, 2018 11:36 am
Subject: RE: BOT waiver

Exhibit A
Barefoot Bay Recreation District Policy Manual
GENERAL RULES APPLICABLE TO DISTRICT FACILITIES

5. Any function that leaves the facilities in an unclean manner shall be charged a \$100.00¹³² clean-up fee. If the fee is not paid, the entity will lose their privileges until the matter is settled.
6. Due to insurance requirements, the slicer, deep fryer¹³³ 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 \$15.00 per hour will be charged for this service for the slicer or deep fryer. A \$50.00 fee for grill service for two hours, additional hours \$15.00 per hour.¹³⁴
7. The gas grill is available for use at Pool 1 by residents and their guests on a first come, first served basis.¹³⁵
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.¹³⁶
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 District¹³⁷

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.

Exhibit A
Barefoot Bay Recreation District Policy Manual
GENERAL RULES APPLICABLE TO 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.

It might help them if you had a picture of what you want and a statement (email would suffice) that the HOA will pay for all costs related to the donation.

From: rdcompton03@aol.com <rdcompton03@aol.com>

Sent: Tuesday, March 13, 2018 11:30 AM

To: jcoffey@bbrd.org

Subject: BOT waiver

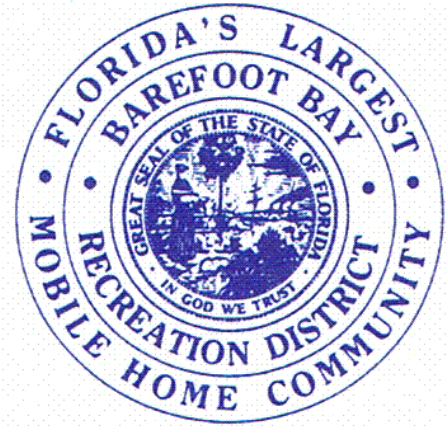
John,

If its not too late I would like to get on next Tuesday's agenda to request a waiver from the Board allowing the HOA to donate the message board for outside of the 19th Hole. If there is anything particular that I will need to provide please let me know.

Roger

Board of Trustees Meeting Agenda Memo

Date: March 27, 2018
Title: **Confirmation of Pool#1 Heater Replacement**
Section & Item: 9C
Department: Property Services: Pools
Fiscal Impact: N/A
Contact: Matt Goetz, Property Services Manager
or John W. Coffey, Community Manager
Attachments: Signed quote
Reviewed by
General Counsel: N/A
Approved by: John W. Coffey, Community Manager



Requested Action by BOT

Confirmation of award of contract to The Gas Man for replacement of Pool#1 heater

Background and Summary Information

Due to the over-working of the heater at pool#1 (because of attempting to maintain a water temperature of 86 degrees), the pool heater and heat shield burned out recently. To avoid the annual winter-time outages, the Community Manager requested options to decrease the frequency of outages and increase the useful economic lifespan of the three pool heaters. Options included turning the thermostat down 20 plus degrees or upgrading the heating capacity. Although the pool heater manufacturer recommended installing four heaters in series (an option not available to BBRD due to space limitations, the Community Manager authorized the procurement of a larger heater (1,000,000 BTU versus the old 400,000 BTU). Although the Community Manager only has spending authority up to \$7,500.00, he signed the quote for \$11,971.00 to expedite the replacement process (an estimated 30-day arrival due to the unit having to be shipped from overseas).

Additionally, staff is currently seeking the availability of a 400,000 BTU heater to be used in the interim and then kept as a spare unit. Later in the year, staff will place an agenda item on a BOT meeting to seek guidance on whether the other two pools should also be upgraded to the 1,000,000 BTU heaters (funding currently not budgeted).

Staff recommends the BOT confirm the Community Manager's award of contract to The Gas Man in the amount of \$11,971.00 for a Pool#1 replacement heater while waiving the second quote requirement.



INVOICE B 7990

130 Mar Len Drive
Melbourne Beach, FL 32951
Email: ericthegasman@yahoo.com

<input type="checkbox"/> SERVICE		<input type="checkbox"/> CONNECT		WORK #	DATE OF INVOICE
<input type="checkbox"/> INSTALL		<input checked="" type="checkbox"/> ESTIMATE		HOME #	DATE SERVED 3-19-18
				CELL/PAGER #	772-664-3141
CUSTOMER NAME/ADDRESS BB Pool #1				MAKE	
BALEFOOT BLVD				MODEL	
BB 32976				SERIAL	
ITEMS TO BE SERVICED				PROBLEM REPORTED	
QUAN	PARTS OR MATERIAL USED				AMOUNT
-	RAYPAK COMMERCIAL 962				11,971.00
	POOL HEATER (INDOOR)				
-	RAYPAK COMMERCIAL 926				10,892.00
	POOL HEATER (OUTDOOR)				
WORK PERFORMED:					
# 30 DAY LEAD TIME ON					
THESE UNITS *					
				MATERIALS	
				LABOR	
				SUBTOTAL	
A \$25 late fee is added to all invoices				TAX	
not paid within 30 days of service.				TOTAL DUE	
CUSTOMER UNDERSTANDS AND AGREES THAT WORK HAS BEEN PERFORMED IN A SATISFACTORY MANNER AND IN SAFE OPERATING CONDITION. CUSTOMER HAS ALSO BEEN ADVISED THAT THEIR GAS SUPPLIER IS TO BE CONTACTED IMMEDIATELY FOR GAS ODORS DETECTED, POSSIBLE GAS LEAKS, CORRECTIONS OR CHANGES TO GAS SYSTEM, AND PERIODIC MAINTENANCE TO GAS SYSTEM.					
CUST. SIGN.		DATE: 3-19		PERFORMED BY: Bill	

EMAILED
W. G. G. 20 MAR 18
C. V. H. L.

Board of Trustees Meeting Agenda Memo

Date: March 27, 2018

**Title: Confirmation of Pool#1
Walkway Roof Replacement
Change Order #1**

Section & Item: 9D

Department: R&M/Capital

Fiscal Impact: \$8,700.00

Contact: Matt Goetz, Property Services Manager
or John W. Coffey, Community Manager

Attachments: Change Order #1 and 09Nov17 BOT
agenda memo and attachment

Reviewed by

General Counsel: N/A

Approved by: John W. Coffey, Community Manager



Requested Action by BOT

Confirmation of Community Manager's approval of Change Order #1

Background and Summary Information

On 28Mar17, the BOT awarded a contract for re-roofing services to Hough Roofing & Screens Rooms, Inc. for \$10,395.00. Said contract did not attempt to execute the project, so on 13Oct17, the BOT canceled said contract and instructed staff to solicit additional quotes.

On 09Nov17, the BOT awarded contract for re-roofing services to Leeward Roofing for \$12,426.00 (other bid was \$53,577.00) while acknowledging a change order was probable given Leeward's quote being based on an optimistic minimal level of sub-surface damage.

On or about 5Mar18, Leeward Roofing began the demolition of the existing roof and found extensive damage including drywall sheets used as subsurface material in the original construction. On 09Mar18, Leeward roofing submitted a change order in the amount of \$8,700.00 which the Community Manager administratively approved to keep the project going. Technically, he can only approve change orders up to 10% of the value of a contract so the BOT needs to confirm his actions.

Staff recommends the BOT confirm the approval of Change Order #1 for \$8,700.00 for the Pool #1 Walkway Re-roofing project.

Leeward Roofing

CHANGE ORDER

9577 Gator Drive, Unit #4
Sebastian, Florida 32958
Phone 772- 589-2400
CCC#1326409

DATE March 9, 2018
Quotation # 17340
Customer ID
Customer Name Barefoot Bay

Quotation valid until: May 15, 2018
Prepared by: Robert Diedrich

Work to be performed at:

Barefoot Bay
Canopy Walkway/Clubhouse
Barefoot Bay, FL

Attn: Matt Goetz

We will perform the labor necessary for the completion of the following:

Description
Change Order: Additional work required for decking at Walkway Canopy: Add on to Quote #13028
1. Supply and install 3"x6"x12' Double T&G #1 SYP to beams on walkway canopy: 60 Linear Ft

All material is guaranteed to be as specified, and the above work to be performed in accordance and completed in a substantial workmanlike manner for the sum of

Eight thousand seven hundred

Dollars **\$8,700.00**

With payments to be made as follows:

\$8,700.00 100% Due Upon Completion
\$8,700.00 Total

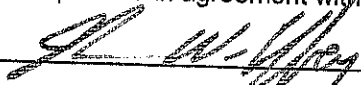
Any alteration or deviation from above specifications involving extra costs will be executed only upon written order and will become an extra charge over and above this estimate. All agreements contingent upon weather, accidents or delays beyond our control.

Florida Homeowner's Construction Recovery Fund: Payment up to a limited amount, may be available from the Florida Homeowners' Construction Recovery Fund if you lose money on a project performed under contract, where the loss results from specified violations of Florida Law by a licensed contractor. For information about the recovery fund and filing a claim, contact the Florida Construction Industry Licensing Board at the following: 1940 N Monroe St, Tallahassee, FL 32399 850-487-1395 www.floridalicense.com

Acceptance of Proposal

The above prices, specifications and conditions are satisfactory and are hereby accepted. Work is authorized to be completed as specified in agreement with the payment schedule above.

Signature



Date

9 Mar 18

Board of Trustees Meeting Agenda Memo

Date: November 09, 2017

Title: **Award of Contract for Pool #1 Walkway Roof Replacement**

Section & Item: 8A

Department: R&M/Capital

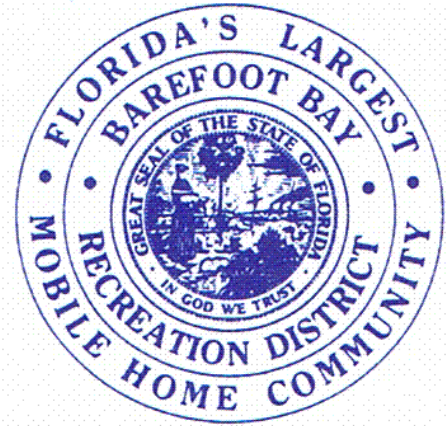
Fiscal Impact: \$12,426 plus additional cost depending upon condition of sub-surface

Contact: Matt Goetz, Property Services Manager or John W. Coffey, Community Manager

Attachments: Quotes from Leeward Roofing & Atlantic Roofing II and an email from Mr. Goetz

Reviewed by
General Counsel: N/A

Approved by:



Requested Action by BOT

Award of Contract and Authorization for Use of R&M/Capital Contingency

Background and Summary Information

On 28Mar17, the BOT reviewed the following quotes to replace the Pool #1 walkway roof

\$10,395 Hough Roofing & Screens Rooms, Inc.
\$12,426 Leeward Roofing

Subsequently, the BOT awarded a contract for roof replacement of the Pool#1 walkway to Hough Roofing & Screens Rooms, Inc. for \$10,395 and authorize staff to transfer the same amount from the contingency line-item to fund the project. Staff developed a short form contract and after the vendor reviewed it, said contract was executed by both parties on 16May17. Property Services staff made numerous contacts with the vendor to establish a start date in vain. By mid-summer the vendor stopped answering the phone and would not respond to e-mails. On 13Oct17, the BOT instructed staff to send a notice of cancellation of contract to the vendor and to seek additional quotes.

Staff obtained a quote from Atlantic Roofing II (vendor replacing Building A roof) and verified that Leeward Roofing would honor its original 10Mar17 quote.

\$53,577.00 Atlantic Roofing II
\$12,426.00 Leeward Roofing

In analyzing the two quotes, it appears the quote from Atlantic Roofing II is based on complete replacement of the subsurface while Leeward Roofing assumes a best-case scenario that the subsurface is salvageable. Staff believes it is more fiscally prudent to go with the low bid and hope not all the sub-surface needs to be replaced. Following this course of action may lead to a final cost equivalent to the high bid, but it may also end up with a cost lower than the high bid.

Staff recommends the BOT award contract for roof replacement of the Pool#1 walkway to Leeward Roofing for \$12,426 and authorize staff to transfer the same amount from the contingency line-item to fund the project.

ATLANTIC ROOFING II

OF VERO BEACH, INC.
Lic. # CCC1326188

4020 43rd Ave
Vero Beach, FL 32960

Ph: 772-492-8493 Fax: 772-257-5740 E-Mail: jmalivuk@aol.com

Date: 10/19/17

To: Matt Goetz
mattgoetz@bbrd.org
(772) 664-3141

RE: Reroof Walkway
Barefoot Bay Recreation District
625 Barefoot Boulevard
Barefoot Bay, FL 32976

We propose the following furnished and installed;

- ** Remove existing roof down to wood deck.
- ** Re fasten plywood deck to meet current building code requirements.
- ** Install perimeter nailers to height of new installation.
- ** Install 1/4" per foot tapered roof insulation sloped to roof edges.
- ** Install 1/2" gypsum cover board.
- ** Install a mechanically attached 045 TPO roof system.
- ** Install fully adhered TPO wall flashings terminated with aluminum termination bar.
- ** Install TPO penetration flashings.
- ** Install pre finished edge metal and strip in per manufacturers specifications.
- ** Furnish manufacturers 15 year NDL warranty
- ** Furnish 2 year workmanship warranty.

TOTAL LABOR AND MATERIAL \$53,577.00

Note: Any solar panels and/or satellite dishes will have to be removed by owner prior to work starting.

Payment terms: **30% DOWN 35% UPON COMPLETION OF ROOF REMOVAL 35% UPON COMPLETION **All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra cost will be executed only upon written orders, and will become an extra charge over and above. Owner is to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workers Compensation Insurance.

With the consent of the Buyer, any rotten lumber or unsuitable substrate materials, which are disclosed as the work progresses and which are not specifically mentioned in this proposal and agreement will be replaced or made suitable and any additional costs will be added to the contract. Plywood replacement will be an additional \$2.85 per square foot with a 32 square foot minimum.

OFFER VALID 15 DAYS FROM ISSUANCE

Authorized Signature: Jerry Malivuk

Date: 10/19/17

ACCEPTANCE of PROPOSAL

The above specifications, prices and conditions are satisfactory and hereby accepted. You are authorized to do the work as specified.

Accepted by: _____ Date of Acceptance: _____

Leeward Roofing

Quotation

9577 Gator Drive, Unit #4
Sebastian, Florida 32958
Phone 772- 589-2400
CCC#1326409

DATE March 10, 2017
Quotation # 13028
Customer ID
Customer Name Barefoot Bay Rec

Quotation valid until: May 30, 2017
Prepared by: Robert Diedrich

Work to be performed at:

Barefoot Bay Walkway Canopy
625 Barefoot Blvd
Barefoot Bay, FL

Barefoot Bay Rec
C/O Matt Goetz
mattgoetz@bbrd.org

We will perform the labor necessary for the completion of the following:

Description
Reroof of Walkway Canopy: Approximately 100 ft - westward of the expansion joint 1. Tear off existing roofing to deck. Fasten Decking to current building code 2. Install Taper Insulation for drainage 3. Install 50 Mil Duro-Last PVC Membrane to manufacturer specs 4. Install new drip edge and termination 5. Dispose of all waste * Includes permitting Up to 4 sheets of plywood decking replacement included in quote: \$2.75/sq ft above 4 sheets

All material is guaranteed to be as specified, and the above work to be performed in accordance and completed in a substantial workmanlike manner for the sum of

Twelve thousand four hundred twenty six **Dollars \$12,426.00**

With payments to be made as follows:

\$	6,213.00	50% Deposit to order custom sized Duro-Last membrane
\$	6,213.00	50% Due Upon Completion
\$	12,426.00	Total

Any alteration or deviation from above specifications involving extra costs will be executed only upon written order and will become an extra charge over and above this estimate. All agreements contingent upon weather, accidents or delays beyond our control.

Acceptance of Proposal

The above prices, specifications and conditions are satisfactory and are hereby accepted. Work is authorized to be completed as specified in agreement with the payment schedule above.

Signature _____ Date _____

John Coffey

From: Matt Goetz
Sent: Thursday, November 02, 2017 3:12 PM
To: John Coffey
Subject: Re: Building A walkway roof

John

I have confirmation from leeward the price is still good

On Thu, Nov 2, 2017 at 9:59 AM, John Coffey <jcoffey@bbrd.org> wrote:

You need to make sure Leeward will honor their quote...\$55K for Atlantic is not gonna fly.....

From: Matt Goetz [mailto:mattgoetz@bbrd.org]
Sent: Thursday, November 02, 2017 7:49 AM
To: John Coffey <jcoffey@bbrd.org>
Subject: Building A walkway roof

John,

Please find attached roof quotes. I have spoken with each contractor and Leeward is still the low bid. Atlantic feels that this is the best they can do with the extent of work that must be done. Please let me know if there are any further questions

Thanks

--

Matthew J. Goetz

Barefoot Bay Recreation District

Property Service Manager

Board of Trustees Meeting Agenda Memo

Date: March 27, 2018

Title: **Award of Contract of Bocce Ball and Shuffle Board Benches**

Section & Item: 9E

Department: R&M/Capital

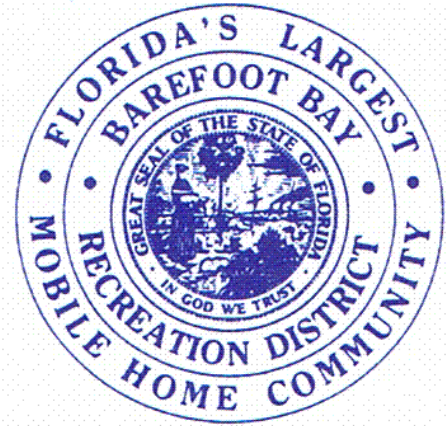
Fiscal Impact: \$10,910.83

Contact: Matt Goetz, Property Services Manager
or John W. Coffey, Community Manager

Attachments: Quotes

Reviewed by
General Counsel: N/A

Approved by: John W. Coffey, Community Manager



Requested Action by BOT

Award of contract for bench at the Bocce Ball and Shuffle Board Courts

Background and Summary Information

Part of the \$50,000 no match grant for the Community Center is the upgrade of the Bocce Ball and Shuffle Board Courts. Replacement and addition of benches with covers was part of the original plan. The R&M/Capital project has an available budget of \$20,500.00.

Staff solicited the following quotes for 34 benches:

\$10,910.83 Kirby Built
\$10,910.83 Barco Products

Due to the identical price of the two quotes and that both companies operate out of the same complex (although corporate headquarters are in different cities) staff will continue to search for alternate quotes. Many companies produce benches, but staff is attempting to procure long-lasting benches that can easily be secured in place versus the heavy but movable benches currently procured for general but isolated uses.

If the BOT awards contract to one of the two identified companies, a balance of \$9,589.17 would be available for the procurement of bench covers (agenda item 9F).

Staff recommends the BOT award contract for the purchase of 34 benches to Kirby Built for \$10,910.83.



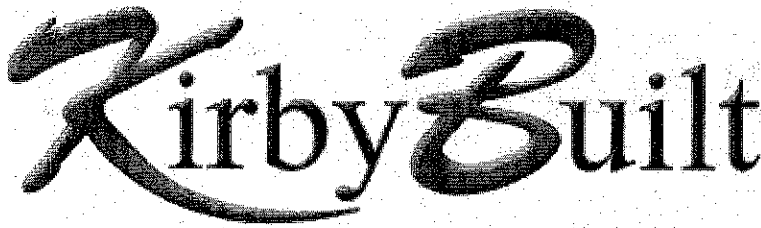
Matt Goetz <mattgoetz@bbrd.org>

KirbyBuilt: New Quote # QKB00008381-001

1 message

Kirby Built <info@kirbybuilt.com>
 Reply-To: Kirby Built <info@kirbybuilt.com>
 To: mattgoetz@bbrd.org

Thu, Mar 8, 2018 at 1:20 PM

**Hello, Accounts Payable**

Thank you for your quote from KirbyBuilt. You can check the status of your quote by logging into your account. If you have any questions about your quote please contact us at info@kirbybuilt.com or call us at 1-866-965-4729 8 a.m. to 5 p.m. CT, Monday through Friday

Your quote confirmation is below. Thank you again for your business.

Your quote #QKB00008381-001 (placed on March 8, 2018 12:16:55 PM CST)

Shipping Information:

matt goetz
 Barefoot Bay Rec Dist
 895 FALCON DR
 895 FALCON DR
 BAREFOOT BAY, Florida, 32976-7422
 United States

Billing Information:

Accounts Payable
 Barefoot Bay Rec Dist
 625 Barefoot Blvd
 Barefoot Bay , Florida, 32976
 United States
 T: 772-664-3141

Item	SKU	Qty	Subtotal
Providence Steel Benches/ 6' Bench/ Surface Mount/ Cedar	ABM1120	34	\$9,480.90
Length 6 Foot			
Mount Type Portable/Surface Mount			
Color Options Cedar			
Subtotal			\$9,480.90
Shipping & Handling			\$1,429.93
Grand Total			\$10,910.83

Thank you, **KirbyBuilt**

KirbyBuilt Quality Products | 222 State St. | Batavia, IL 60510 | United States



Matt Goetz <mattgoetz@bbrd.org>

Barco Products: New Quote # QBP00081966-001

1 message

Barco Products <sales@barcoproducts.com>
Reply-To: Barco Products <sales@barcoproducts.com>
To: mattgoetz@bbrd.org

Thu, Mar 8, 2018 at 11:38 AM

**Hello, Accounts Payable**

Thank you for your quote from Barco Products. You can check the status of your quote by logging into your account. If you have any questions about your quote please contact us at sales@barcoproducts.com or call us at 1-800-338-2697 7 a.m. to 5 p.m. CT, Monday through Friday

Your quote confirmation is below. Thank you again for your business.

Your quote #QBP00081966-001 (placed on March 8, 2018 10:37:31 AM CST)

Shipping Information:

matt goetz
Barefoot Bay Rec Dist
895 FALCON DR
895 FALCON DR
BAREFOOT BAY, Florida, 32976-7422
United States
T: 772-664-2063
F: 772-663-1594

Billing Information:

Accounts Payable
Barefoot bay Rec Dist
625 Barefoot Blvd
Barefoot Bay , Florida, 32976
United States
T: 772-664-3141

Item	SKU	Qty	Subtotal
BarcoBoard Steel Frame Benches/ 6' Bench/ Surface Mount/ Cedar	KBM1120-CD	34	\$9,480.90
Length 6 Foot			
Mount Type Portable/Surface Mount			
Color Options Cedar			
Subtotal			\$9,480.90
Shipping & Handling			\$1,429.93
Grand Total			\$10,910.83

Thank you, **Barco Products**

Barco Products | 24 N. Washington Ave. | Batavia, IL 60510 | United States

Board of Trustees Meeting Agenda Memo

Date: March 27, 2018

Title: **Award of Contract of Bocce Ball and Shuffle Board Bench Covers**

Section & Item: 9F

Department: R&M/Capital

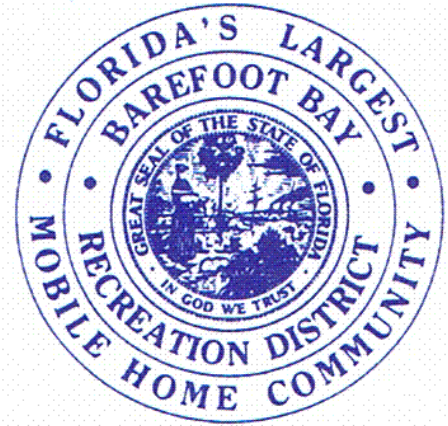
Fiscal Impact: \$9,399.74

Contact: Matt Goetz, Property Services Manager
or John W. Coffey, Community Manager

Attachments: Quotes

Reviewed by
General Counsel: N/A

Approved by: John W. Coffey, Community Manager



Requested Action by BOT

Award of contract for bench covers at the Bocce Ball and Shuffle Board Courts

Background and Summary Information

Part of the \$50,000 no match grant for the Community Center is the upgrade of the Bocce Ball and Shuffle Board Courts. Replacement and addition of benches with covers was part of the original plan. The R&M/Capital project has an available budget of \$20,500.00.

As indicated in agenda memo 9E, there is a balance of \$9,589.17 in the project budget. Staff solicited the following quotes:

\$9,399.74 Benson Outdoors (10 units)
\$18,524.71 Barco Products (10 units)

Although 34 benches were procured under agenda item 9E, only 10 units fit within the remaining available budget. If the procurement of the 10 units is approved, staff will add the remaining 24 units to a future budget request (FY20 unless instructed to do otherwise by the BOT).

Staff recommends the BOT award contract for the purchase of 10 bench covers to Benson Outdoors for \$9,399.74.

You have received this Quote per your request from Belson Outdoors (belson.com).
 If you are having trouble reading this email? [View it in your browser](https://www.belson.com/Secure/Request.aspx?OrderID=217814&Key=4032.26761994146) or go to
<https://www.belson.com/Secure/Request.aspx?OrderID=217814&Key=4032.26761994146>

Quote # WQ 217814

Here is the Quote as per your request. The 'Shipping' total has been applied.
 To place an order, simply click 'Submit Order Confirmation' below.
 Please print this page for your records.
 Customer Order Confirmation is **required** to process order.



627 Amersale Drive
 Naperville, IL. 60563
 sales@belson.com

Toll Free: 1-800-323-5664
 Phone: 1-630-897-8489
 Fax: 1-630-897-0573

**QUOTE #
WQ 217814**

Model #	Description	Lbs	Quantity	Unit Price	Unit Total
STS765S	7' x 6.5' Polyethylene Fabric Shade With 1.25" Arched Frame & 2.5" Frame, In-ground Mount Blue Fabric	150	10	\$910.00	\$9,100.00
		Subtotal	1,500	Subtotal	\$9,100.00
					(Illinois Only) Tax \$0.00
					Shipping \$299.74
					Grand Total \$9,399.74

Customer Order Confirmation is required to process order.

Your Order will not be shipped without your "Order Confirmation"

Bill To:

Ship To:

First Name* matt

First Name matt

Last Name* goetz

Last Name goetz

Company barefoot bay recreation

Company barefoot bay recreation

Address* 895 falcon dr.

Address* 895 falcon dr.

Address matt

Address matt

City* barefoot bay

City* barefoot bay

State* FL

State* FL

Zip Code* 32976

Zip Code* 32976

Country United States

Country United States

Phone* 7726642063

Phone 7726642063

Fax 7726631594

Fax 7726631594

Email mattgoetz@bbrd.org

Email mattgoetz@bbrd.org

Additional Delivery Services

☒ Phone Call 24 Hours Prior to Delivery

☒ Delivery to Residential or Non-Commercial Truck Route Addresses

☐ Power Liftgate Service - Driver will lower shipment from the truck to the ground (Only)

Order Power Liftgate Service if — You will be unable to unload the shipment from the truck.

♦ Does Not apply to UPS shipments

Special Instructions**Intended Payment Method**

Visa



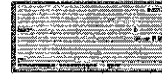
MasterCard



American Express



Discover



Check with Order



On Account

**Order Confirmation Method — Customer Confirmation is Required to Complete Order**

- ☒ Email Order Confirmation mattgoetz@bbrd.org
- ☐ Fax Order Confirmation 7726631594
- ☐ Customer Service Representative Call (M-F 8:00am - 4:30pm CST)

What is the best day and time to call?

Contact Name (If Different than 'Sold To')

Phone

Submit Order Confirmation**Cancel Order**



Matt Goetz <mattgoetz@bbrd.org>

Barco Products: New Quote # QBP00082029-001

1 message

Barco Products <sales@barcoproducts.com>
Reply-To: Barco Products <sales@barcoproducts.com>
To: mattgoetz@bbrd.org

Fri, Mar 9, 2018 at 9:13 AM

**Hello, Accounts Payable**

Thank you for your quote from Barco Products. You can check the status of your quote by logging into your account. If you have any questions about your quote please contact us at sales@barcoproducts.com or call us at 1-800-338-2697 7 a.m. to 5 p.m. CT, Monday through Friday

Your quote confirmation is below. Thank you again for your business.

Your quote #QBP00082029-001 (placed on March 9, 2018 8:13:07 AM CST)

Shipping Information:

matt goetz
Barefoot Bay Rec Dist
895 FALCON DR
895 FALCON DR
BAREFOOT BAY, Florida, 32976-7422
United States
T: 772-664-2063
F: 772-663-1594

Billing Information:

Accounts Payable
Barefoot bay Rec Dist
625 Barefoot Blvd
Barefoot Bay , Florida, 32976
United States
T: 772-664-3141

Item	SKU	Qty	Subtotal
Shade Structures/ Inground Mount/ Turquoise	STS765S-TQ	10	\$17,748.50
Mount Type			
Inground			
Color Options			
turquoise_webshade			
Subtotal			\$17,748.50
Shipping & Handling			\$776.21
Grand Total			\$18,524.71

Thank you, **Barco Products**

Barco Products | 24 N. Washington Ave. | Batavia, IL 60510 | United States

Board of Trustees Meeting Agenda Memo

Date: March 27, 2018

Title: ARCC Permitting Process Discussion

Section & Item: 9G

Department: Resident Relations: DOR

Fiscal Impact: N/A

Contact:

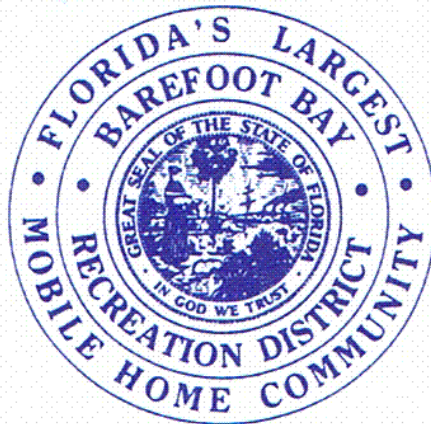
- David Wheaton, Trustee
- Susan Cuddie, (current) Resident Relations Manager/H.R. Coordinator
- Richard Armington, (future) Resident Relations Manager/H.R. Coordinator and (current) DOR/ARCC Inspector
- John W. Coffey, Community Manager

Attachments: Deed of Restrictions and ARCC Guidelines

Reviewed by

General Counsel: N/A

Approved by: John W. Coffey, Community Manager



Requested Action by BOT

Discussion and direction to staff.

Background and Summary Information

Trustee Wheaton asked that this topic be placed on the next available agenda for discussion.

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. Repperger, 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 13th day of October, 2017.

BAREFOOT BAY RECREATION DISTRICT

By: 

STEVE DIANA, Chairman

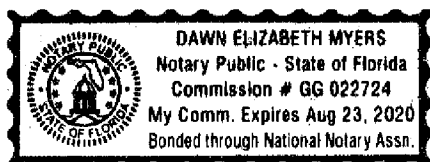
Attest: 

JOSEPH KLOSKY, Secretary

STATE OF FLORIDA)
COUNTY OF BREVARD)

The foregoing instrument was acknowledged before me on the 13th 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.

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.

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

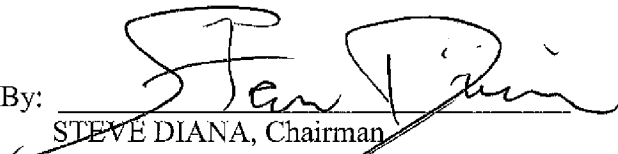
This Amended and Restated Deed of Restrictions supersedes and replaces the Prior Restrictions cited in the preamble of this instrument; provided, however, that nothing herein shall affect the rights of the Recreation District to collect assessments and/or maintenance fees under the prior Deed of Restrictions 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 13th 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

APRIL 2017

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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.
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 the Amended and Restated Deed of Restrictions ("DOR"), Article II. The ARCC shall consist of five (5) members, who shall be appointed as follows:

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

- A. Three additional members of the ARCC shall be appointed as follows: One (1) by the Board of Trustees and Two (2) by the Association, all of whom shall be Lot owners
- B. The fifth member shall be a management employee of the Recreation District and shall serve as Secretary of the ARCC.

The term of the members of the ARCC shall be for an indefinite period. Each member shall serve at the pleasure of the authority which made his or her appointment, and each member shall serve on the ARCC until he or she is replaced, resigns or otherwise leaves office. The ARCC shall hold an organizational meeting each year as soon after January 1 as is practicable. The ARCC shall select a Vice-Chairman from among its membership at the organizational meeting. The ARCC shall also adopt such rules and procedures as it may deem to be appropriate; provided, however, that such rules may not be inconsistent with the provisions of Article II of the DOR.

The ARCC consist of a 5 member committee. In order to conduct the business of the committee, a quorum must be present. A quorum will exist when a simple majority (3) voting members are present. Each member of the committee shall have one (1) vote on each permit application.

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 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 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

Air Conditioning Units Specification

All A/C Units on Barefoot Bay residential lots are required to be placed on an A/C pad, 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.

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 it Owner until such antenna is destroyed, removed, or damage 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 ½) 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.

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.

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

New language: 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.

Decks

Decks are an optional addition not requiring a roof. Decks must be abutting the home, - raised decks must have matching guard rails and steps; ground level decks railing is allowed. All open decks build within the “box” of home must be skirted to match the home. They are constructed out of pressure-treated wood, composite deck board, poured concrete or other approved material.

Fencing ¹

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: ² 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 DOR³ 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 and may not extend beyond the top of the fence.

Generators and Propane tanks

Emergency generators, propane tanks, and other liquid type fuel tanks⁴ are approved subject to concealing them with approved landscaping, 4 ft. high vinyl walls, 6 ft. vinyl lattice walls or underground.

Gutters

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

Lamppost

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.

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.

Color of Bulb: The color of the bulb must be white, clear or yellow.

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

¹ Promulgated rule approved by ARCC June 7, 2011 , presented to BOT July 8, 2011

² Promulgated rule approved by ARCC November, 25, 2014, presented to BOT December 12, 2014

³ Promulgated rule approved by ARCC November, 25, 2014, presented to BOT December 12, 2014

⁴ Promulgated rule approved by ARCC August 30, 2011, presented to BOT September 27, 2011

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

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.

- A. **Privacy Landscaping materials** defines a barrier or opaque screen which is utilized on the side of carports, around decks, or runs along any lot line or parallel to any lot line. Such barrier or opaque screen may not exceed six (6) feet in height (see exception below) and may be constructed of vinyl panels, painted wood, vinyl lattice, powder coated aluminum, steel or other ARCC approved materials.⁵ No cumulative total of feet for all barriers on any one property may exceed thirty two (32) feet.⁶ 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 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.

Porch (Patio)

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 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.

⁵ Promulgated Rule approved September 20, 2016 and presented to the Board of Trustees September 27, 2016.

⁶ Promulgated Rule approved March 19, 2013 and presented to the Board of Trustees March 26, 2013.

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.

Roof

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

Skirting Material

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 Hardi Board skirting or other ARCC approved material.⁷ (Hardi Board bolts & seams have to be concealed with Stucco type finish) Wood framing is not allowed. Vinyl skirting is not allowed.

Siding Materials

Approved siding materials for manufactured/modular homes, garages and accessory buildings are stucco, vinyl, aluminum, coated engineered wood panel⁸, hardi board lap siding or other approved material.

Steps

Entrance steps to the home must be constructed of concrete.

Utility Building

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.

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 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.

⁷ Promulgated Rule approved September 20, 2016 and presented to the Board of Trustees September 27, 2016.

⁸ Promulgated Rule approved January 17, 2012, presented to Board of Trustees December 9, 2011.

3. Consistent with County building codes, pressure treated lumber must be used on contact with concrete.

Used Mobile Homes

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. A member of the ARCC should be notified of arrival of the unit.

Miscellaneous

Painting of wood

Exposed wood sections of carports, utility buildings, patios, screen rooms, decks and lattice, 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.

Maintenance of Exterior of Homes⁹

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.

Gazebo¹⁰

Does not need to be structurally attached to the home, must be anchored down, 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.

Prefabricated storage unit¹¹

⁹ Promulgated Rule approved August 14, 2012 and presented to Board of Trustees August 28, 2012

¹⁰ Promulgated Rule approved June 5, 2012 and presented to Board of Trustees June 8, 2012. Move from Porch (Patio) section approved by ARCC on December 29, 2015.

¹¹ Promulgated Rule approved December 8, 2015 and presented to Board of Trustees January 8, 2016

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

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.

Board of Trustees Meeting Agenda Memo

Date: March 27, 2018
Title: **2019 Barefoot by the Lake Festival**
Section & Item: 9H
Department: Food & Beverage: Administration
Fiscal Impact: Unknown
Contact: Kathy Mendes, Food & Beverage Manager or John W. Coffey, Community Manager
Attachments: 2017 Festival Recap
Reviewed by
General Counsel: N/A
Approved by: John W. Coffey, Community Manager



Requested Action by BOT

Review and direction to staff regarding parameters for 2019 festival.

Background and Summary Information

The Barefoot by the Lake Festival Planning Committee (Kathy Mendes and BFBHOA members) developed the concept, planned and executed the recent festival and recently met to begin preliminary planning for the 2019 Festival.

As anticipated by staff, the subsidy required to operate the 2017 Festival was approximately \$4,000 (see attached for details). The Planning Committee requests permission to plan a Friday evening and all-day Saturday event with outside of BBRD advertising to increase attendance (thereby allowing the event to break even or be profitable). Additionally, the Planning Committee is exploring increased advertising and sponsorships for the 2019 Festival.

Staff requests direction from the BOT regarding the scope of the 2019 Festival.

18-Feb-18

Revenue

Food Sales	4,926
Beverage Sales	12,985
Merchandise Sales	<u>1,308</u>
Total sales	19,219

Expenses

Support Costs

Stage	3,995	Included sound system & sound technician
Generator	994	Generator needed to operate sound system
Light towers	1,009	
Portlets	1,223	
Golf Cart rentals	354	
Top stage banner	450	
Chair rentals	206	
1 tent & equip	379	
2 tent rental	159	
T-shirts Staff & Volunteers	824	
T-shirts For Sale	820	
Alc permit	100	
Special Event app fee	25	
Special Event permit	171	
Walkie talkies	65	
Coozies	71	
F&B Banners	96	
Sub-total	10,941	

Direct Costs

Music	3,400
Food	1,330
Liquor	4,284
Soft drink	721
Refrig truck	250
Ice	719
Labor	2,090
Sub-total	12,794

Total expenses	23,735
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Rev/exp **(\$4,516)**

Side banner sponsors 650 Check from HOA

Rev/exp+HOA check	(\$3,866)
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Vendor space sold through HOA	N/A
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Board of Trustees Meeting Agenda Memo

Date: March 27, 2018

Title: **Neighborhood Revitalization Program (BOT Sub-Committee) Appointment**

Section & Item: 9I

Department: Resident Relations: DOR

Fiscal Impact: N/A

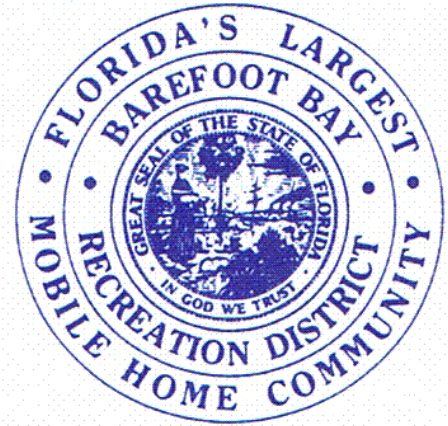
Contact:

- Susan Cuddie, (current) Resident Relations Manager/H.R. Coordinator
- Richard Armington, (future) Resident Relations Manager/H.R. Coordinator and (current) DOR/ARCC Inspector
- John W. Coffey, Community Manager

Attachments: BOT 25Jul17 agenda memo and rules of the NRP

Reviewed by General Counsel: N/A

Approved by: John W. Coffey, Community Manager



Requested Action by BOT

Appointment of a Trustee to fill the vacant position on the Neighborhood Revitalization Program (NRP) Sub-Committee.

Background and Summary Information

Beginning in FY16, the BOT has budgeted annually monies for the acquisition of distressed properties, the removal of the homes and the sale of the property to stabilize and revitalize neighborhoods in decline.

On 25Jul17, the Neighborhood Revitalization Program BOT Sub-Committee was established by the BOT with the following members:

- Joe Klosky, 2017 Chairman
- Frank Cavaliere
- Ed Geier

Per the NRP Sub-Committee rules adopted by the BOT, the NRP should meet a minimum of twice a year and re-organize itself every time the BOT re-organizes itself (On 12Jan18, the BOT re-organized itself and staff inadvertently forgot to place the NRP reorganization on said agenda). The next NRP meeting is scheduled for 10May18 in Bldg. D/E at 2:30pm.

Therefore, staff recommends the BOT appoint three Trustees to serve on the NRP for 2018.

Board of Trustees Meeting Agenda Memo

Date: July 25, 2017

Title: **Establishment of a BOT Sub-Committee for the Neighborhood Revitalization Program**

Section & Item: 9D

Department: Office of the District Clerk

Fiscal Impact: N/A

Contact: Dawn Myers, District Clerk; Susan Cuddie, Resident Relations Manager; or John W. Coffey, Community Manager

Attachments: Draft Rules of the NRP

Reviewed by General Counsel: N/A

Approved by:



Digitally signed by John W. Coffey
DN: cn=John W. Coffey, o=Barefoot Bay
Recreation District, ou=Community
Manager, email=jcoffey@bbrd.org, c=US
Date: 2017.07.18 19:05:47 -04'00'

Requested Action by BOT

Review draft rules for Neighborhood Revitalization Program (NRP), select three Trustees for membership in the NRP BOT Sub-Committee and establish said committee.

Background and Summary Information

The NRP (formerly known as the "removal of undesirable homes program") was established in FY16 and has a FY18 Budget of \$100,000.00. The BOT held a workshop on 13Jul17 to discuss how to better formalize the program to maximize the effectiveness and efficient use of BBRD resources. The BOT reached a consensus to form a Sub-Committee of the BOT consisting of the following Trustees:

- Frank Cavaliere
- Joe Klosky
- Ed Geier

Said Sub-committee would operate similarly to an advisory committee and would follow the attached proposed rules unless otherwise amended.

Staff recommends the BOT establish a Sub-Committee of the BOT for the Neighborhood Revitalization Program consisting of Trustees Cavaliere, Klosky and Geier.

Rules of the Neighborhood Revitalization Program (NRP) BOT Sub-Committee

Purpose

The NRP shall provide guidance to staff and recommendations to the BOT regarding BBRD's efforts to revitalize neighborhoods by the acquisition of distressed properties, removal of structures and sale of lots (for new owners to construct homes). Target properties shall include ones with histories of DOR violations, criminal activity, nuisances, and those that generally depress the likelihood of private sector improvement in existing properties and/or the construction of new homes.

Duties/Responsibilities

- Elect a Chairman and Vice-Chairman annually.
- Advise staff in the development of a list of target properties to be acquired under the NRP.
- Provide formal recommendations to the BOT regarding any changes needed to the Policy Manual or Rules for the BOT as needed for the efficient and effective operations of the NRP.
- Meet no less than semi-annually to review list of properties, add/delete properties and develop prioritization of list.

Number of Members

Three Trustees (Chairman of the BOT is not eligible for membership)

Quorum and Conduct of Meetings

1. Two Trustees shall constitute a quorum for the purposes of holding a meeting.
2. All meetings shall be run by Robert's Rules of Order and any other rules proffered by the Board of Trustees and/or the majority of the Sub-Committee.
3. Abide by Florida Sunshine and Public Records Laws.
4. The Sub-Committee will reorganize each time the BOT reorganizes by electing a Chair and Vice-Chair as needed.
5. Conduct meetings as needed.

Terms of Appointment

Sub-committee members shall be appointed annually in January for terms of one year or whenever the BOT reorganizes itself. Initial appointments will last until the next re-organization of the BOT.

Staff Support

1. The Community Manager shall assign a BBRD employee to serve as support staff responsible for the recording of notes and drafting of minutes.
2. The District Clerk shall retain original copies of all minutes and handouts from the meetings and shall work with the Sub-Committee Chair and support staff to publish an agenda 7 days prior to each meeting.

Board of Trustees Meeting Agenda Memo

Date: March 27, 2018
Title: 2018 Kids Swim Proposal
Section & Item: 9J
Department: Property Services: Pools
Fiscal Impact: TBD
Contact: Brian Lavier, Trustee or John W. Coffey,
Community Manager
Attachments: N/A
Reviewed by
General Counsel: N/A
Approved by: John W. Coffey, Community Manager



Requested Action by BOT

Direction to staff.

Background and Summary Information

Trustee Lavier asked that this topic be placed on the next available agenda for a presentation by a resident.

Board of Trustees Meeting Agenda Memo

Date: March 27, 2018

Title: Fireworks over the Bay Discussion

Section & Item: 9K

Department: Property Services: Recreation

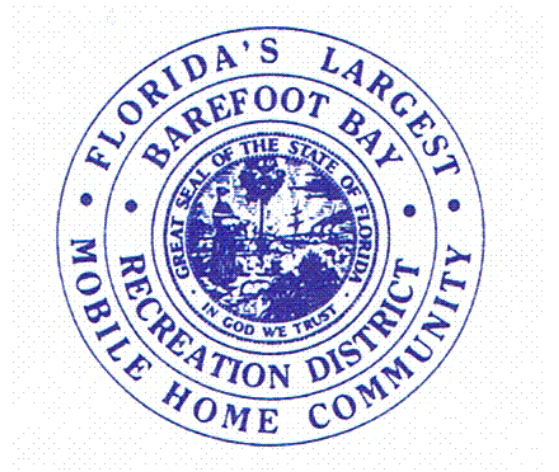
Fiscal Impact: TBD

Contact: Brian Lavier, Trustee or John W. Coffey, Community Manager

Attachments: N/A

Reviewed by
General Counsel: N/A

Approved by: John W. Coffey, Community Manager



Requested Action by BOT

Direction to staff.

Background and Summary Information

Trustee Lavier asked that this topic be placed on the next available agenda for discussion.

Manager's Report



Barefoot Bay Recreation District

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

Phone 772-664-3141
Fax 772-664-1928

Memo To: Board of Trustees

From: John W. Coffey, Community Manager

Date: March 27, 2018

Subject: Manager's Report

Resident Relations

ARCC Updates

- The ARCC met on March 6 at 9am in the HOA office. There were 48 permits on the agenda. All permits were approved.
- The ARCC met March 13 at 8am in the HOA office to continue the review of the ARCC guidelines. The next meeting to review the Guidelines is March 27 at 8am in the HOA office.
- The ARCC met on March 20 at 9am in the HOA office. There were 39 permits on the agenda. 37 permits were approved. Two were denied.

Violations Committee Updates

- The Violations Committee met on March 9 at 10am. There were 19 cases on the agenda for that meeting. 6 cases came into compliance prior to the meeting. 13 cases were found in violation.
- The Violations Committee will meet on March 23 at 10am. There are 14 cases on the agenda for that meeting.
- **Badge Renewal Information** – Staff began renewing badges with the new 04/2019 stickers on Monday 05Mar18, for residents who have paid their 2017 Brevard County taxes in full. The homeowners need to bring in the "Resident Badges" and "Dependent Badges" for additional residents living in their home, if you choose to have them updated. Homeowner approval is required for all updates.

The Resident Relations Office is open from 8:30am - 4:30pm Monday - Friday. To assist residents who are unable to come to the office during the week, the office will be open Saturday 07Apr18 from 9am – Noon. (3rd of 3 Saturdays).

Food & Beverage

- There will be an Easter brunch buffet at the 19th Hole from 8am.- Noon on April 1. Tickets are not required.
- Flyers with the details of the Easter brunch on Easter Sunday are posted as are the operational hours for the holiday.
- In April, Street Dances return to 2 times a month typically the first and third Sundays, however, due to Easter Sunday falling on the 1st, we will hold Street Dances on the second and fourth Sundays.
- Tickets for our annual Mother's Day brunch will go on sale at the Lounge, the 19th Hole and Resident Relations on Monday, April 16.

Golf-Pro Shop

- **Tournaments:** Sign up at Pro Shop or call 664-3174 for details
 - Martini League End of Season Tournament, 31Mar18, 8:30 shotgun start
 - Ace Wright Ryder Cup, 13&14Apr18
- March 31st - Pro Shop will close at 3:00 pm for inventory
- April 1st Easter Sunday Pro Shop closes at 2:00 p.m. Last cart out @ 10:00 a.m.
- The replacement VFD (gizmo that allows irrigation to run on a timer without damaging the pumps) installed March 19th.

Property Services

- Finished clay installation and paint on 2 of the 4 bocce ball courts. Work on the remaining 2 is in progress.
- Repaired broken spindles and broken light switch (Vandalism) on the pier
- Repaired broken hydraulic hoses and cylinder on the backhoe. This project took us 8 hours and 4 people to attack but, had we gone through a mobile repair company it would have cost us somewhere around \$2,000 or the other option being hiring a tractor trailer to haul it somewhere for repair upwards of an additional \$1,000. Just some of the projects some folks don't see (Picture insert)
- Received the new truck for Custodial/ Admin. spayed in bed liner and put on BBRD stickers
- Received new sickle bar attachment for the stormwater boom mower (will allow staff to mow further down canal banks
- Changed Resident Relations Office light to energy saving LED lights.

General Information

- **Financing of projects:**

BBRD's Financial Advisor, Mr. Clark Bennett will be here next month (13Apr18) regarding two agenda items.

1. A final decision on the projects to be financed (which specific projects and a total cost)
2. Discussion on how to proceed (15 year bank loan or 30 year bond).

- **Weir**

According to our civil engineer it appears that the County owns the culverts and the District owns the structures. Observation notes taken during the dive and the diver's log show that the culverts and the connection to the structures are the probable cause. One connection was completely failed, the other was well on the way; and both culverts had rusted through. The rusted culverts caused or greatly contributed to the enlarging sink hole at the back of the weirs. Staff is currently seeking a meeting with the County to determine a way forward.

- **Susan Cuddie Farwell Gathering** – Residents are invited to join staff and trustees on Fri., 13Apr18 in Bldg. D/E from 11:30am – 12:30pm to say good-bye to Ms. Cuddie. Hors d'ourves, soda, tea and coffee (all paid for by donations) will be available buffet style.

- **FY19 Working Draft Proposed Budget Update** – The document will be delivered to the Trustees on Wednesday 28Mar18.
 - Paper copies of the FY19 WDPB will be available for inspection starting Thurs., 29Mar18 at the Old Administration Building and Resident Relations' Office
 - The "Homeowner's Version" is available free to all residents starting Thurs., 29Mar18 at the Old Administration Building.
 - Electronic versions each document will be available at www.bbrd.org on Fri., 30Mar18.

Attorney's Report

Incidental Remarks from Trustees

Adjournment