

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

**Tuesday, September 27, 2016**

**7:00 PM**

1225 Barefoot Boulevard, Building D/E



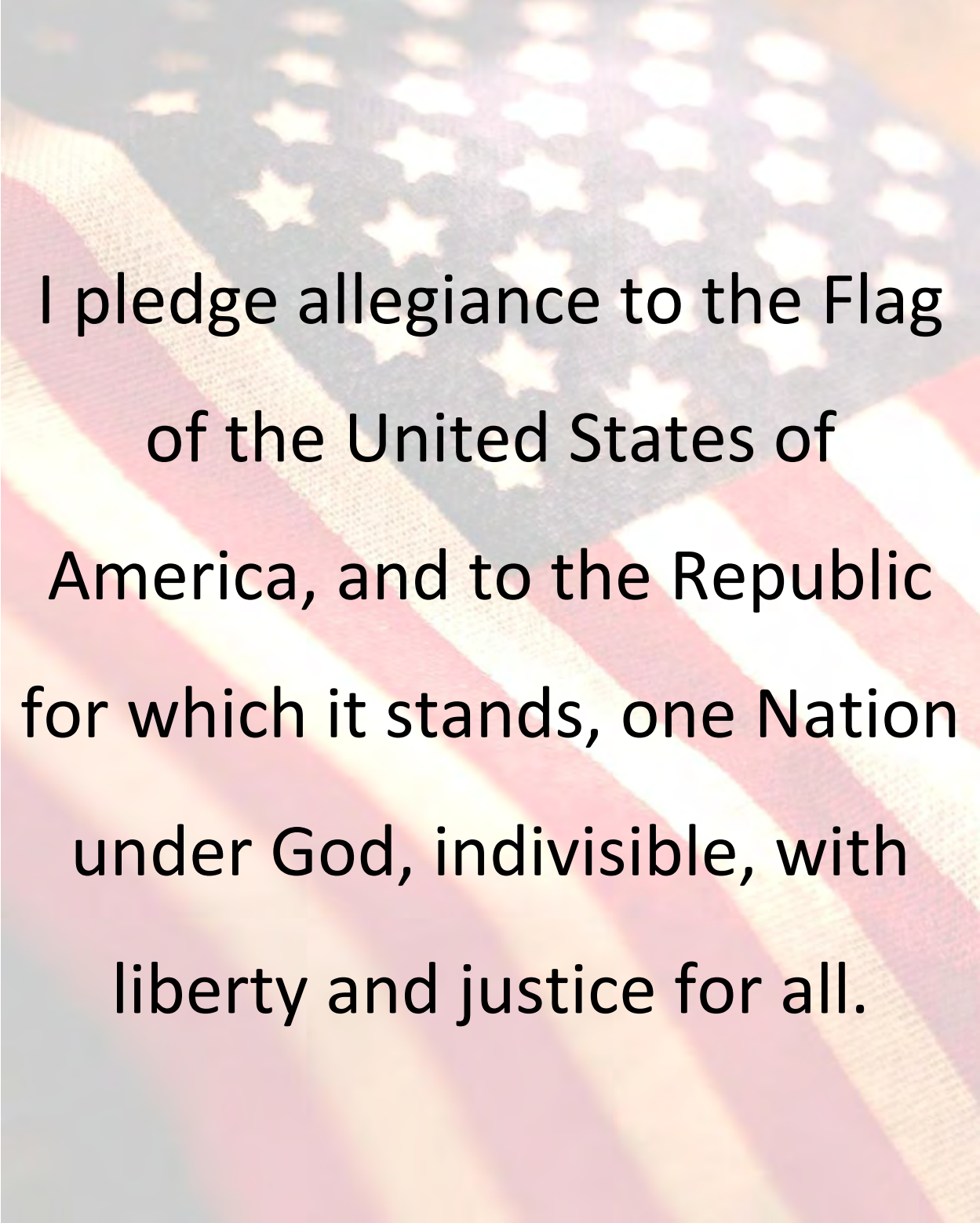
# BAREFOOT BAY RECREATION DISTRICT

Barefoot Bay Recreation District Regular Meeting  
Tuesday, September 27, 2016 7 P.M.  
Building D&E

## AGENDA

Please turn off all cell phones

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 comment on Agenda Items
8. Unfinished Business
  - A. DOR Violations: 879 Hawthorn Circle Case # 16-000497, 16-000989, 16-000959
  - B. Aqua Zumba Pool #3 Schedule
  - C. Sunshine Rentals Lease Renewal
9. New Business
  - A. ARCC Guidelines Revisions
  - B. 2002 Restaurant Offer
  - C. 19th Hole Flooring Replacement Authorization
  - D. Finance Committee Recommendation
  - E. Ballot Committee Rules Revision
  - F. Facilities Planning Advisory Committee Recommendation: Beach Grant Projects
  - G. Direction to Committees
  - H. Common Area Designation
10. Manager's Report
11. Attorney's Report
12. Committee/Liaison Reports
13. Incidental Trustee Remarks
14. Audience Participation
15. Adjournment



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. Klosky

1<sup>st</sup> Vice Chair - Ms. Wright

2<sup>nd</sup> Vice Chair - Mr. Lavier

Secretary - Mr. Diana

Treasurer - Mr. Cavaliere

## **Also Present**

General Counsel- Cliff Repperger, Jr., Esq.

Community Manager - John W. Coffey

District Clerk - Dawn Myers

# Approval of Minutes



# BAREFOOT BAY RECREATION DISTRICT

## Board of Trustees Regular Meeting Friday, September 9, 2016 1 P.M. –Building D&E

### Called to Order

The Barefoot Bay Recreation District held a Regular Meeting on September 9, 2016 in Building D&E, 1225 Barefoot Boulevard, Barefoot Bay, Florida. Mr. Klosky called the meeting to order at 1:00 P.M.

### Thought for the Day

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

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

### Roll Call

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

### Presentations

The Board recognized Dorothy Larkin's retirement from her position as customer service representative in the Resident Relations department after over 10 years of service to Barefoot Bay. Resident Relations Manager, Sue Cuddie and Chairman Klosky thanked Ms. Larkin for her service and presented her with a commemorative plaque. Ms. Larkin thanked the Board and the residents for allowing her to serve them for the last 11 years. She stated that she will miss her work but is looking forward to enjoying her retirement here in Barefoot Bay.

### Minutes

*Mr. Cavaliere made a motion to approve the minutes. Second by Mr. Diana. Motion carried unanimously.*

### Treasurer's Report

Mr. Cavaliere presented the Treasurer's Report for September 9, 2016.

*Mr. Diana made a motion to accept the Treasurer's Report. Second by Ms. Wright. Motion carried unanimously.*

### Audience Participation (Agenda items only)

None brought forward.

### Old Business

None brought forward.



# BAREFOOT BAY RECREATION DISTRICT

## New Business

### FY17 Employee Insurance Renewal

Participating employees have been insured for medical coverage under United Health Care since October 1, 2015. However, due to the Affordable Care Act regulations, this plan is no longer offered and AHNQ is offered instead. Staff received 8 quotes from two companies for consideration on September 1, 2016 from Brown & Brown (BBRD's insurance broker). The Affordable Care Act regulations state that an affordable plan must be offered which is defined as not greater than 9.5 percent of an employee's W-2 Taxable income. For the FY17, the "Affordable \$5,000 Deductible AHNG" plan meets this criteria. Staff recommended the Board approve renewing the UHC plan AHNQ and select the UHC plan, "Affordable \$5,000 Deductible AHNG" as a second optional plan for employee Health insurance.

*Mr. Cavaliere made a motion to renew the UHC plan AHNQ for health insurance and the Affordable \$5,000 Deductible AHNG as the second optional plan. Second by Mr. Diana. Motion carried unanimously.*

*Mr. Lavier made a motion to renew the UHC Renewal F3387 PPO for dental insurance. Second by Mr. Diana. Motion carried unanimously.*

*Mr. Diana made a motion to select UNUM for employee Life and AD&D Insurance. Second by Mr. Lavier. Motion carried unanimously.*

*Mr. Diana made a motion to renew UHC plan 01U9116 for voluntary Vision insurance. Second by Ms. Wright. Motion carried unanimously.*

*Mr. Cavaliere made a motion to renew with Met Life for voluntary employee Life and AD&D insurance. Second by Mr. Diana. Motion carried unanimously.*

*Mr. Cavaliere made a motion to renew with Met Life for voluntary Short-term Disability insurance. Second by Mr. Diana. Motion carried unanimously.*

Mr. Diana thanked insurance broker Brown and Brown for their service to BBRD employees and inquired about the frequency of defined employer contribution in the industry today. Brown and Brown representative explained, with the Affordable Care Act, the employer must contribute at least 50% of the lowest rate plan available which is why they offer a second optional plan. He maintained that we are well above that at this point but definitely an option in the future.

## DOR Violations

Case # 16-002087 911 HYACINTH CIRCLE and Case # 16-002132 552 DOLPHIN CIRCLE came into compliance by the date of the meeting.

Case # 16-002019-526 PERSIMMON DRIVE violation of ARTICLE III, SECT. 2 ARCC (No Permit)

*Mr. Cavaliere made a motion to forward Case # 16-002019 526 PERSIMMON DRIVE to the attorney for legal and equitable action and lien the property for charges. Second by Mr. Diana. Motion carried unanimously.*

Case # 16-000981-1026 THRUSH CIRCLE violation of ARTICLE III, SECT.3 (A) (B) (C) (D) (E) Parking of Vehicles (Boats/Trailer/RV/Comm. Vehicles)



# BAREFOOT BAY RECREATION DISTRICT

*Mr. Diana made a motion to forward Case # 16-000981-1026 THRUSH CIRCLE to the attorney for legal and equitable action and lien the property for charges. Second by Ms. Wright. Motion carried unanimously.*

## **Shuffle Board Court Resurfacing**

Shuffle Board resurfacing is part of recently received \$50,000, no match grant from the Florida Recreational Development Assistance Program (FRDAP). The FY17 budget contains \$28,000 for the restoration of the east shuffle board courts. The remainder of the budget will be used for in house materials and other approved grant projects. Staff has already addressed the necessary concrete and drainage work adjacent to the courts which will be expensed to the grant project, however, the actual project work will not commence until after the new fiscal year approximately late October. Staff recommends the Board award the contract shuffle board court resurfacing to Nidy Sports Construction in the amount of \$14,235.

*Mr. Cavaliere made a motion to award the contract to Nidy Sports Construction in the amount of \$14,235. Second by Mr. Diana. Motion carried unanimously.*

## **Upgrade of Golf Course Irrigation Control Unit**

The current golf course irrigation computer system is aging. Our TORO distributor who sells the system we use now, is offering a promotional upgrade for \$11,806.40 compared to \$42,236.00 new. Staff recommends the Board award the contract using exception to competition #6 due to the savings from use of the proprietary equipment.

*Mr. Cavaliere made a motion to award the contract of \$11,806.40 to Westcoturf for upgrade of the Toro irrigation control unit using Exception to Competition #6 for proprietary equipment. Second by Mr. Lavier. Motion carried unanimously.*

## **Revised Food & Beverage Principles of Operations**

The BOT adopted the original Food & Beverage Principles of Operations on October 10, 2016 which serves as the guiding operational values in the management of the department. The Board reviewed an updated draft on August 4, 2016 and made changes which will allow staff the flexibility to close early in times when business is, shift from fixed menu pricing (raised once a year per approved budget) to a dynamic process where prices can be changed mid-year to off-set for sudden increased in commodity costs and increase themed meal events.

*Ms. Wright made a motion to adopt the Food and Beverage Principles of Operations. Second by Mr. Diana. Motion carried unanimously.*

## **FY18 Budget Preparation Calendar**

Per the BBRD Policy Manual and recent Board preferences, the FY18 Working Draft Proposed Budget is required to be provided to the Board, the Finance Advisory Committee, the Facilities Planning Committee and to the public (via our website and hard copies available in BBRD Administrative offices) no later than March 1, 2017. Mr. Coffey presented the FY18 Budget Preparation Calendar.

*Mr. Lavier made a motion to accept the FY18 Budget Preparation Calendar. Second by Mr. Diana. Motion carried unanimously.*





# BAREFOOT BAY RECREATION DISTRICT

## **Violations Committee Member Re-appointments**

Resolution 2008-1 Section 3 - Violations Committee (d) The Board shall appoint the members of the Violations Committee and the appointments shall be made for a term of three years. Resolution 2010-18 amending Resolution 2008-1 Section 3(f) A member of the Violations Committee may be reappointed upon approval of the Board of Trustees. John Atta's term ends on September 12, 2016 and is up for reappointment.

*Mr. Diana made a motion to reappoint John Atta on the Violations Committee for a term of three years. Second by Mr. Cavaliere. Motion carried unanimously.*

## **Baenziger Report Discussion**

Mr. Cavaliere discussed the operations analysis from 2005 that elucidated on best practices for Barefoot Bay. He specifically discussed the recommendation on advisory boards. Mr. Cavaliere proposed eliminating the department liaisons as was recommended in the report due to confusion over operational authority over staff. He pointed out that the Community Manager is very capable of managing the departments as his high rating on his evaluations suggests. Mr. Cavaliere suggested that the department managers should report directly to the Community Manager. He further stated that instead of dissolving the advisory boards his recommendation is to establishing HOA authority over the existing committees. He inquired if the other Board members had the opportunity to thoroughly review the report. Board consensus was to review the report and discuss it further at the upcoming Survey Workshop on September 20, 2016.

## **Adoption of Revised Policy Manual**

The Board reviewed the Policy manual July 28, 2016 and August 30, 2016 with a consensus to bring the revised Policy Manual to the Board of Trustees meeting for adoption.

Mr. Paul Voit made a suggestion regarding the travel policy for ARCC inspectors requesting use of their personal vehicles. He also requested adding language specifying reimbursement for mileage, alternate language for the inspection reimbursement such as prorating the fees based on the type of inspection as some homes require more than others and adding language specifying the amount of the reimbursement. Mr. Coffey discussed the past issues, such as safety concerns, that have placed the question of whether or not the District should maintain the inspection fees for ARCC volunteer inspectors. Ms. Wright inquired about the proposal of DOR officers taking over the inspections. Ms. Cuddie stated that this proposal is practical since the Officers are already in the area inspecting for violations and they also already have the software and equipment to record the inspections. The Board discussed the topic of paid inspectors as opposed to forwarding the assignment to the DOR officers. Mr. Klosky inquired about reimbursement of the one-time fee for the newly added language allowing for a pool pass for those residents who failed to update their badge within the regular time frame and arrive to the Bay outside of regular business hours. Board consensus to award the reimbursement to those residents receiving the pass when they update their badge on the next business day.

General Counsel Repperger read the resolution:

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE BAREFOOT BAY RECREATION DISTRICT; PROVIDING FOR THE ADOPTION OF VARIOUS COMPREHENSIVE REVISIONS TO**



# BAREFOOT BAY RECREATION DISTRICT

THE POLICY MANUAL ADOPTED MAY 8, 2009, AS SUBSEQUENTLY AMENDED THROUGH FEBRUARY 13, 2015; PROVIDING FOR CONFLICTS; AND PROVIDING AN EFFECTIVE DATE.

Mr. Cavaliere made a motion to approve the resolution amending the BBRD Policy Manual as written. Motion died for lack of second.

*Ms. Wright made a motion to approve replacing the \$10 reimbursement for ARCC inspectors in the Policy Manual. Second by Mr. Diana. Motion carried unanimously.*

*Ms. Wright made a motion to adopt the resolution amending the BBRD Policy Manual. Second by Mr. Diana. Motion carried unanimously.*

## **Adoption of Revised Employee Handbook**

The Board was provided with the draft revised Employee Manual for review of the proposed staff revisions. After review of the document on August 30, 2016 they came to consensus to forward it to the next Trustee meeting for adoption.

*Ms. Wright made a motion to approve the Employee Manual as presented. Second by Mr. Lavier. Motion carried unanimously.*

## **Acceptance of \$60,000 (50% Match) Coastal Partnership Initiative Beach Grant**

BBRD has been awarded a \$60,000 (50% match grant) from the State of Florida, Department of Environmental Protection, Florida Coastal Management Program (pursuant to the National Oceanic and Atmospheric Administration Cooperative Award). The term of the grant is from July 1, 2016 through June 30, 2017. Staff recommends the Board authorize Chairman Klosky to sign the CPI \$60,000 50% match grant agreement. Mr. Coffey informed the Board that should they want to amend the projects recommended by the Facilities Planning Advisory we will have to submit modification for the projects. This may affect the amount or even eliminate the award.

Jim Rigg asked for a timeline for completion of the projects. Mr. Coffey stated that we have one year and an option for a 6-month extension. Mr. Rigg suggested under the CPI we could remove some of the exotics in connection with the nature trail and plant some tropical so they may be tall enough by the time the rest of the exotics need to be removed. Under the CPI grant a 16x28 pavilion can be installed. He encouraged the Board to prioritize this project when forwarding to the Facilities Planning Committee.

*Mr. Cavalier made a motion to authorize Mr. Klosky to sign the \$60,000 Coastal Partnership Initiative Beach Grant Agreement. Second by Mr. Diana. Motion carried unanimously.*

## **Lawn Bowling Irrigation Replacement**

Due to persistent issues with the irrigation system over the summer staff recommends the replacement of the golf course grade irrigation system with a residential grade system to start over and to have a less powerful set of heads that will not work against having a smooth playing surface. Mr. Coffey would like

to resolve the problem in time for the return of the snowbirds. There is available budget in the FY16 Capital Department's Replacement Lawnmower budget (\$11,978.58) to cover the anticipated expense (we currently have one quote for \$3,400) of approximately \$3,800.00. Staff recommends the Board authorize staff to proceed with the project and to transfer the required budget from the balance of the



# BAREFOOT BAY RECREATION DISTRICT

FY16 Lawn Mower Replacement project. Mr. Diana requested the Recreation Committee research the use of the lawn bowling field for croquet in the off season.

*Mr. Diana made a motion to proceed with the project and transfer the required budget from the balance of the FY16 Lawn Mower Replacement project. Second by Mr. Lavier. Motion carried unanimously.*

## **BBRD Census**

Ms. Mary Weller suggested a comprehensive survey to include demographics prior to sending out another survey. She encouraged the Board to take this opportunity to reactivate the Ballot Canvassing Committee and, paired with the badge renewal process next year, acquire this information. She asked that the District advertise the openings in the Ballot Committee.

Ms. Wright asked Ms. Weller if she could provide further information at the upcoming Survey Workshop. Mr. Klosky and Mr. Diana were in agreement with the idea to collect the data and especially at the badge renewal process. Committee Consensus to reactivate the Ballot Canvassing Committee.

Mr. Richard Schwatlow was in support of Ms. Weller's proposal. He spoke about some demographic information found on the internet and the changing demographics in Barefoot Bay. Mr. Klosky recommended appointing the committee members based on resumes received by the first meeting in October.

## **Increased Child Safety**

Ms. Wright discussed the topic of protecting the Barefoot Bay children from individuals that do not have their best interest in mind, specifically the problem of registered sex offenders in the Bay. She posed the question of protection and what our options are to General Counsel Repperger for direction. General Counsel Repperger discussed the Florida laws and statutes regarding registered offenders in relation to public places such as Barefoot Bay amenities and facilities.

Ms. Mary Weller suggested background checks for anyone interested in holding events that involve children.

Ms. Joan Legug suggested posting the rules regarding registered offenders in a public setting in a proactive way so everyone is aware what expectations are. She was opposed to imposing the task onto the pool hosts as there is a risk of retaliation or mistaken identity.

Mr. Rich Moran stated that the offenders know what their expectations are and should be held accountable if they violate their legal agreement.

Mr. Randy Loveland stated that it is ultimately up to management to impose policy regarding this matter and implement it in an effort to ensure residents and children are safe.

Mr. Rich Schwatlow commented on the way this matter was being handled. He voiced concern for spotlighting topics such as this by the public as it should be handled by the authorities.

Mr. Cavaliere recommended General Counsel pursue the resolution to designate Barefoot Bay common areas as Parks as suggested by General Counsel Repperger. He also recommended installing signs highlighting these areas. Mr. Cavaliere also suggested that parents take a more active role in their children's lives. He recommended the Board implement General Counsel Repperger's suggestion as soon as possible.



# BAREFOOT BAY RECREATION DISTRICT

Ms. Louise Crouse announced that the Computer Club will be working with the authorities to prepare a presentation regarding internet safety.

Mr. Klosky spoke on the recent incident where an individual's name was hand noted on a flyer implying that they were a registered offender. He voiced his concern with this action and strongly condemned the behavior. He stated it was wrong and he does not support the act in any way.

Mr. Diana agreed with General Counsel and Mr. Cavaliere. He commented on the flyer distributed at the Security Committee stating that this was highly inappropriate. He recommended the Board do something to rein in the Security Committee.

Mr. Rich Schwatlow clarified that the Security Committee did not actively pursue this information as it was simply brought to the committee by the neighborhood watch.

Mr. James Gallagher stated that he was the individual at the Security Committee that passed out the flyer with the written name on it. He stated that he was not aware of the implications of the notes on the flyer as it was simply given to him by the neighborhood watch for distribution.

General Counsel Repperger informed the Board that the attorney for the individual whose name was noted on the flyer contacted him regarding the slanderous nature of the distribution. He advised that the committees strongly uphold and define their duties and responsibilities. He advised the attorney that the distribution of the flyer was outside the scope of the official function of the committee. He requested direction from the Board going forward stating that no further action needs to be taken if they so desire however a public apology may be the best way to address the matter.

Mr. E.J. Wright stated that he did see the flyer but he also advised Ms. Myers to forward to General Counsel for review on how we should proceed.

Ms. Louise Crouse stated that the responsibility of what happens in the committee lies with the liaison. She voiced her opinion that Mr. Klosky should apologize to the individual.

Mr. Cavaliere agreed that the Board should be held responsible for what happened in the Security Committee.

*Mr. Cavaliere made a motion to have General Counsel Repperger draft an apology letter from the Board. Second by Mr. Lavier. Motion carried unanimously.*

*Mr. Cavaliere made a motion to have General Counsel Repperger draft an apology letter from Mr. James Gallagher. Second by Ms. Wright. Motion carried unanimously.*

*Ms. Wright made a motion to have General Counsel Repperger draft a resolution designating the common recreation areas as a park. Second by Mr. Lavier. Motion carried unanimously.*

In the approved resolution General Counsel will designate certain areas as parks and the District can install the signs where they deem suitable.

## **Manager's Report**

Staff anticipates the conceptual site plan for the BBRD Beach Project, rough magnitude of costs and regulatory requirements to be received within the next two weeks. Once they are received copies will be forwarded to the BOT and members of the Facilities Planning Advisory Committee (FPAC). Once the FPAC has reviewed the items and made their recommendations, the issue will be placed on the next available BOT meeting agenda.



# BAREFOOT BAY RECREATION DISTRICT

The Stormwater Project equipment consisting of the Bobcat, boom arm and mower were delivered this week. Once staff has been trained on the new equipment, a demonstration event will be scheduled for anyone wishing to come down to Falcon Drive and view the equipment and how it operates.

Residents are encouraged to remember that political sign and/or yard sale signs are not allowed in the median of Barefoot Boulevard or on BBRD common areas. Signs placed in these areas will be removed and stored at Falcon Drive for 30 days and then disposed if not claimed.

Regarding the Golf Cart RFP to be released on September 12, 2016, per the BBRD Policy Manual, page 2-15, "Members of the Evaluation Committee shall consist of at least one (1) user department representative, one (1) Board member, and one (1) third-party non-employee resident chosen at the discretion of the Community Manager. The Community Manager and Board Chairman shall serve on the committee as non-voting members." One member of the Board will need to be selected prior to my announcement of the committee membership. The RFP will be issued on September 12, 2016 and opened on October 12, 2016. Dates and times will be announced for all meetings.

*Ms. Wright made a motion to select Mr. Lavier as the Trustee representative on the Golf Cart RFP Committee. Second by Mr. Cavalier. Motion carried unanimously.*

Mr. Coffey announced the Golf Cart RFP Committee will consist of voting members; Ernie Cruz, Brian Lavier, and John Armstrong. Mr. Coffey and Chairman Klosky will serve as non-voting members.

## **Attorney's Report**

General Counsel reported that 739 Hawthorn received a final judgement on District awarded court cost and fees he will bring the case back to the Board for a decision. The property on 580 Marlin skirting case is now a foreclosure and pending sale he will readdress the outstanding fees with staff and whoever takes ownerships. He stated that the owner at 400 Eagle property has passed away. He is holding that case managing with the attorney to resolve some of the violations. The property on 618 Seagull, unpermitted fence, has come into compliance and 888 Hawthorn also in compliance. He updated the case on 415 Egret, Commercial vehicle, the owner will rent an RV space to store his vehicle this case is on hold. The owner of 852 Waterway is traveling to Barefoot Bay on Sept 15<sup>th</sup> and we are moving into litigation regardless of what the owner is planning to do with the tenant. He gave an update on BBRD vs. Guinther court date has been scheduled for October 31, 2016 with Judge Maxwell at the Viera Courthouse. Anyone is welcome to attend the case.

## **Trustee Liaison Report**

Mr. Klosky did not have an update for the Violations and ARCC committees. He will have a report at the next meeting.

Mr. Cavaliere reported that the Finance committee heard a speaker form Seacoast which was well received. Received a resignation letter form Mr. Bill Sherwood. Will have to fill

Mr. Lavier reported that memberships and invoices are complete and will go out next week. Bunker replacement will start on Monday weather permitting it will take approximately 10 days. Property services have completed the steps and handrails at #1 tee box, wrapping up the sidewalk between the bridges and Egret circle, new mailboxes have been installed at Resident Relations and the new stormwater project equipment training has begun.



# BAREFOOT BAY RECREATION DISTRICT

Mr. Diana reported that Facilities Planning will review different projects within the 5 year plan.

Ms. Wright reported on the Food and Beverage entertainment events for this week.

Ms. Wilma Weglein announced the HOA meetings will take place this Tuesday at 7PM in Building A. Wanda Mulcahey, Crime Prevention Officer, will be the speaker regarding protecting our homes. She discussed the recent missing person, Lillian is safe and at home. She congratulated the BCSO for a great job with the search party, they were very thorough in their search. She also mentioned the anticipated appointment with Sheriff Ivey along with two of the C.O.P. officers which came out of the Security Committee. She is awaiting his response for a date and time. Ms. Weglein presented Mr. Cavaliere with a bill from the HOA attorney regarding the conflict over the dissolution of the District.

Mr. Lavier expressed his gratitude to the residents and the BCSO for their assistance with the missing person.

Ms. Wright also voiced her appreciation for all who helped with the search party. She mentioned that this sort of community cooperation is one of the reasons she moved to Barefoot Bay.

## Trustee's Incidental Remarks

None brought forward

## Audience Participation

Ms. Jeanne Osborne commented that the author of the Baenziger report helped them with the hiring of one of their best Community Managers, Mr. George Hunt. She recalled the interaction at the time with Mr. Colin Baenziger and the guidance they received from him was indispensable. She voiced her satisfaction with the current Board and stated that they were doing a good job.

Mr. David Wheaton voiced a concern with asking staff to work the breakfast shift as there is barely enough clientele to warrant keeping the 19th Hole open. He requested more outdoor seating with covering to encourage less crowding inside.

## Adjournment

The next meeting will be on September 27, 2016 at 7PM in Building D/E.

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

Meeting adjourned 4:03PM.

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Steve Diana, Secretary

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Dawn Myers, District Clerk

# Treasurer's Report

# Barefoot Bay Recreation District

## Treasurer's Report

September 27, 2016

### Cash Balances in General Fund

as of 9/19/2016

#### *Bank of America:*

Operating Account	\$	1,187,936.07
Money Market Account	\$	105,608.10
<b>Total Cash Balances @BOA in General Fund:</b>	<b>\$</b>	<b>1,293,544.17</b>

#### *SBA:*

as of 9/19/2016

Capital Improvement Account	\$	128,842.96
Reserve Account	\$	550,856.88
<b>Total Cash Balances @SBA in General Fund:</b>	<b>\$</b>	<b>679,699.84</b>

**Total Cash Balances in General Fund: \$ 1,973,244.01**

### Cash Balance in Debt Fund

as of 9/19/2016

#### *SBA:*

Debt Account	\$	479,996.83
<b>Total Cash Balance in Debt Fund:</b>	<b>\$</b>	<b>479,996.83</b>

\* Participant Return for SBA in August 2016 was 0.72%

**Total Cash Balances in All Funds: \$ 2,453,240.84**

### Total Cash receipts from September 1 to September 18, 2016:

Daily deposits:	\$	40,272.38
Assessments received:	\$	-
	<b>\$</b>	<b>40,272.38</b>

### Expenditures over \$5,000 from September 1 to September 18, 2016:

<u>Vendor</u>	<u>Description</u>	<u>Check Amount</u>
Employees*	Employees Salaries and Wages	\$ 61,997.98
UnitedHealthcare	Health insurance Oct 2016	\$ 17,081.06
<b>Total of Expenditures over \$5,000</b>		<b>\$ 79,079.04</b>

\*9/8/16 Employer Tax Liabilities was only \$4,939.82, and therefore, was not listed above



# Audience Participation Agenda items only

# Unfinished Business

<b>Meeting Date</b>
September 27



<b>Agenda</b>	
<b>Section</b>	<b>8</b>
<b>Item No</b>	<b>A</b>

Agenda Report  
*Barefoot Bay Recreation District Board of Trustees*

**Subject:** 879 Hawthorn Circle Court Order

**Dept/Office:** DOR Enforcement

<b>Requested Action:</b> Discussion regarding possible corrective action to bring the property located at 879 Hawthorn Circle into compliance.
<p><b>Summary Explanation and Background:</b></p> <p><b>Three cases were brought to the Board on May 13, 2016.</b></p> <p>The Board approved a motion to accept the violation committee recommendation to forward item Case # 16-000989 (Skirting), Case # 16-000959(Exterior maintenance) and Case # 16-000497 (Lampost) to the attorney's office for legal, equitable and other appropriate action and and lien the property for all charges.</p> <p>Attorney Repperger proceeded thru the Court to bring an action against the property owner. The court granted an order on September 6, 2016 for 879 Hawthorn Circle. The property owner was given seven (7) days from the date of the order to bring the property into compliance. The seven days have passed, and no corrective action has been taken by the property owner.</p> <p>BBRD has the right to go onto the property, take corrective action and amend the judgment for its costs.</p> <p>Barefoot Bay Recreation District may also file a motion with the court asking that the owner be held in contempt.</p> <p>The property is occupied. Staff requests direction as to how to proceed.</p>
<p><b>Exhibits Attached:</b></p> <p>Court order dated September 6, 2016 and photos of the property.</p>
<b>Contact:</b> Susan Cuddie, Resident Relations Manager
<b>Fiscal Impact:</b>
<b>Contract/Agreement Reviewed by Attorney:</b>
<b>Community Manager's Approval:</b>

IN THE CIRCUIT COURT OF THE  
EIGHTEENTH JUDICIAL CIRCUIT, IN  
AND FOR BREVARD COUNTY, FLORIDA

CASE NO. 05-2016-CA-031574-XXXX-XX

BAREFOOT BAY RECREATION  
DISTRICT, an Independent Special  
District of the State of Florida

Plaintiff,

vs.

ERIC FISHER and KATHLEEN RAMSEY,

Defendants.

\_\_\_\_\_ /

**DEFAULT FINAL JUDGMENT**

THIS CAUSE having come before the Court by way of Plaintiff BAREFOOT BAY RECREATION DISTRICT's Motion for Default Final Judgment, and the Court being fully advised in the premises, it is therefore

ORDERED and ADJUDGED that:

1. Plaintiff, BAREFOOT BAY RECREATION DISTRICT's Motion for Default Final Judgment is GRANTED, and Final Default Judgment is entered in Plaintiff's favor and against Defendant, ERIC FISHER.

2. Defendant, ERIC FISHER, shall take action to resolve the violations of the Barefoot Bay Deed of Restrictions claimed at: 879 Hawthorn Circle, Barefoot Bay, Florida 32976, which is more completely described as Lot 40, Block 105, Barefoot Bay, Unit Two Part Twelve, according to the Plat thereof, as recorded in Plat Book 22, Pages 79 and 80, of the Public Records of Brevard County, Florida (the "Property") within seven (7) days from the date of rendition of this Order. Specifically, the Defendant, ERIC FISHER, shall repair the damaged

skirting on the rear and side of the home, paint the exterior of the home, and repair the lamp post so that it is operational from dusk to dawn.

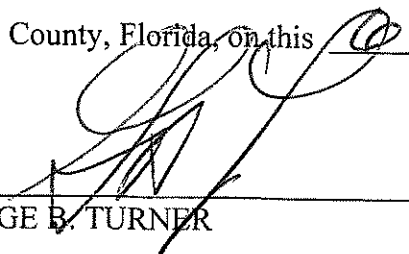
3. Should Defendant, ERIC FISHER, fail to take action as provided above, BAREFOOT BAY RECREATION DISTRICT, may take action to access the Property and remedy the Barefoot Bay Deed of Restrictions violation and shall have the right to recover all costs associated with said curative actions as part of an amended Final Judgment by the Court. The Court reserves jurisdiction to consider the amount of said curative action costs incurred by BAREFOOT BAY RECREATION DISTRICT.

4. Plaintiff BAREFOOT BAY RECREATION DISTRICT shall recover from Defendant, ERIC FISHER, \$2,984.00 in attorneys' fees and costs incident to bringing this enforcement action pursuant to Article III, Section 13(c) of the Amended and Restated Deed of Restrictions for Barefoot Bay, for which sum let execution issue.

5. Post-Judgment interest shall accrue at the statutory rate from the date of this Judgment through the date the same is paid in full.

6. The known address for Plaintiff BAREFOOT BAY RECREATION DISTRICT is 625 Barefoot Bay Blvd., Barefoot Bay, Florida 32976. The known address of Defendant, ERIC FISHER is: 879 Hawthorn Circle, Barefoot Bay, Florida 32976.

DONE AND ORDERED in Chambers in Viera, Brevard County, Florida, on this Sept day of Sept, 2016.

  
\_\_\_\_\_  
HON. GEORGE B. TURNER  
Circuit Judge

*Conformed Copies to:*

Clifford Repperger, Jr., Esq, General Counsel, Barefoot Bay Recreation District  
ERIC FISHER, 879 Hawthorn Circle, Barefoot Bay, FL 32976  
KATHLEEN RAMSEY, 879 Hawthorn Circle, Barefoot Bay, FL 32976



Photo: 879 Hawthorn Cir

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**Date Taken:**09/19/2016

**Address:**879 HAWTHORN CIRCLE

**Taken by:**Stephane Fecteau

**Case Number:**16-000497



Photo: 879 Hawthorn Cir

**Date Taken:**09/19/2016

**Address:**879 HAWTHORN CIRCLE

**Taken by:**Thomas O'Donnell

**Case Number:**16-000989



Photo: 879 Hawthorn Cir

Date Taken:09/19/2016

Address:879 HAWTHORN CIRCLE

Taken by:Thomas O'Donnell

Case Number: 16-000989



<b>Meeting Date</b>
Sep. 27, 2016



<b>Agenda</b>	
<b>Section</b>	<b>8</b>
<b>Item No</b>	<b>B</b>

Agenda Report  
*Barefoot Bay Recreation District Board of Trustees*

**Subject:** Pool #3 Aqua Zumba Schedule

**Dept/Office:** Administration: District Clerk

<b>Requested Action:</b> Review of Aqua Zumba Schedule and Direction to Staff
<p><b>Summary Explanation and Background:</b></p> <p>On 24May16, the BOT directed staff to allow Aqua Zumba to retain their Tuesday, Wednesday and Thursday 2-3pm schedule (previously was Tuesday, Thursday and Saturday). Additionally, the BOT instructed staff to place the issue on the agenda for review in four months.</p> <p>Staff requests direction from the BOT.</p>
<b>Exhibits Attached:</b> N/A
<b>Contact:</b> Dawn Myers, District Clerk
<b>Fiscal Impact:</b> N/A
<b>Contract/Agreement Reviewed by Attorney:</b> N/A
<b>Community Manager's Approval:</b>

<b>Meeting Date</b>
August 23, 2016



<b>Agenda</b>	
<b>Section</b>	<b>8</b>
<b>Item No</b>	<b>C</b>

Agenda Report  
*Barefoot Bay Recreation District Board of Trustees*

**Subject:** Shopping Center Lease Renewal- Sunshine Rental

**Dept/Office:** Resident Relations/Shopping Center

<b>Requested Action:</b> Consideration of awarding a five year lease renewal to Sunshine Rental.
<p><b>Summary Explanation and Background:</b></p> <p>Sunshine Rentals lease expires on September 30, 2016.</p> <p>On August 23, 2016 the BOT approved a motion to execute the lease at a square footage rate that is no lower than the lowest in the shopping center (monthly rent would be \$503.78 for first year) and to meet \$10 a foot rate within one year.</p> <p>The tenant has countered the lease offer with a new proposal. This proposal would put the tenant at the Board directed \$10 a square foot rate within two years. The tenant has also requested the ability to opt out at the end of the first and second years in the event.</p> <p>Staff is asking for direction.</p>
<p><b>Exhibits Attached:</b></p> <p>Sunshine Rental proposed lease. Exhibit "A" with proposed rates.</p> <p>Sunshine Rental letter dated September 6, 2016.</p>
<b>Contact:</b> Susan Cuddie, Resident Relations Manager
<b>Fiscal Impact:</b>
<b>Contract/Agreement Reviewed by Attorney:</b>
<b>Community Manager's Approval:</b>



**Sunshine Rentals and Sales, LLC**  
**Sunshine Home Services**

www.sunshinerentalsandsales.com

Email:

Sunshine Rentals: SunshineRents@gmail.com

Home Service: shsbfb@gmail.com

Ph: (772) 664-4411 • (800) 664-0809

Fax: (772) 664-5587

SEPTEMBER 6, 2016

SUE CUDDY

REF: LEASE @ 935 BAREFOOT BLVD, #7, BAREFOOT BAY, FL 32976

WOULD THE BOARD OF DIRECTORS & BAREFOOT BAY RECREATION DISTRICT PLEASE RE-CONSIDER A SLIDING SCALE IN ORDER FOR THE BUSINESS TO CONTINUE TO OPERATE?

IN PREPARING OUR BUDGET WE CALCULATED A 5% INCREASE OR \$660. PER MONTH, INC. CAM / TAXES / SALES TAX, IN THE RENT. THE CONTRACT YOU PRESENTED US WITH IS ALMOST 30% INCREASE. THIS AMOUNT, AT ONE TIME, IS A HARDSHIP. MAY I PROPOSE A SLIDING SCALE IN ORDER TO AVOID CLOSING THE BUSINESS.

1<sup>st</sup> YEAR 8% INCREASE, \$675 INC, CAM / T / & ST

2<sup>nd</sup> YEAR 10% INCREASE, \$725 INC, CAM / T & ST

THIS IS A 18% INCREASE THE FIRST 2 YEARS, THE 3<sup>rd</sup> TO 5<sup>th</sup> YEAR ADJUSTED TO REFLECT TOTAL INCREASE. NOT TO EXCEED \$800 PER MONTH INC. CAM/ T & ST.

IN THE EVENT THE DRASTIC INCREASE IN RENT, ALMOST 30%, BECOMES SUCH A BURDEN THE BUSINESS CAN NOT SURVIVE. IT IS AGREED, AFTER THE FIRST OR BY THE THIRD YEAR OF THE LEASE. TENANT WILL HAVE A "OPT OUT CLAUSE" WITH A 90 DAY NOTICE.

THANK YOU FOR YOUR KINDNESS IN THIS MATTER,

M. JOY LIDDY, GRI

LIC. REAL ESTATE BROKER



## **LEASE AGREEMENT**

**THIS LEASE AGREEMENT** is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 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 M. Joy Liddy d/b/a Sunshine Rental and Sales, LLC (hereinafter referred to as "Lessee").

### **WITNESSETH:**

That Lessor, for and in consideration of the rents hereinafter to be paid by Lessee and the covenants herein to be made and kept by Lessee, hereby demises and leases unto Lessee that certain premises located in Brevard County, Florida, to wit:

Bldg. 1 , Suite 7 located at  
935 Barefoot Blvd.  
Barefoot Bay, FL 32976

#### **1. Term.**

(a) The term of this Lease shall be for a period of 5 years commencing on October 1, 2016 and ending on September 30, 2021.

(b) Provided that the Lessee is not in default of any provisions of this lease, Lessee and Lessor may agree to renew or extend said lease for one (1) additional five (5) year period 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. In no event shall base rent increase more than five percent (5%) in any renewal period. Lessee and Lessor shall agree to renew by giving written notice of intent to renew to each other not less than sixty (60) days prior to the expiration of the initial term hereof.

#### **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". At the time rental payments are made, Lessee agrees to pay to Lessor all applicable Florida and local sales and use taxes that arise because of payment of rent, Common Area Maintenance (CAM) charges and property tax to Lessor. Furthermore, Lessee also agrees to pay, at the time rental payments are made their proportionate share of ad-valorem and non-ad valorem property taxes for the shopping center, which will be adjusted to actual at each year end. The proportionate share of property taxes at the start of the lease is \$72.65 per month. The Lessee also agrees to pay, at the time rental payments are made their proportionate share of CAM charges in the amount of \$94.58 per

month. Said CAM charges may be increased from time to time pursuant to Paragraph 9(b) of this Agreement. Commencing from the commencement date of this Agreement, Tenant agrees to pay to the Landlord throughout the term of this Lease its proportionate share of all property taxes which may be levied against the property by any taxing authority including all applicable assessments, without any allowance for any discount.

Each monthly installment of rent, real estate taxes and CAM charges 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 with United States currency at the office of Lessor located at 625 Barefoot Boulevard, Barefoot Bay, Florida, 32976 or at such other location as may be hereafter specified by Lessor to Lessee.

3. **Past Due Rent.** All past due rent, including any other payment required to be made by Lessee to Lessor, and any other amount which Lessor has advanced in order to cure Lessee's default hereunder, shall bear interest at the rate of eighteen percent (18%) per annum from the date due, or that date of payment, as the case may be, until repaid. Any amounts advanced by Lessor pursuant to the terms and provisions of this Lease, shall be repaid to Lessor by Lessee within ten (10) days after written demand therefore.

4. **Security for Payment of Rents.** Lessee hereby pledges with and assigns unto Lessor all of the furniture, fixtures, goods and chattels of said Lessee which may be brought or put on the leased premises, and which are presently on said premises, as security for the payment of the rents herein reserved, and agrees that Lessor's lien for the payment of said rent may be enforced by distress, foreclosure or otherwise at the option of Lessor.

5. **Security Deposit; Key Deposit:**

(a) Concurrently with Lessee's execution of this Lease, Lessee shall deposit with Lessor the sum of — a \$150 deposit is currently on deposit with Lessor. 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 herewith, Lessor may (but shall not be required to) use, apply or retain all or any part of this security deposit for the payment of any amount which Lessor may spend by reason of Lessee's default or to compensate Lessor for any other loss or damage which Lessor may suffer by reason of Lessee's default. If any portion of said deposit is so used or applied, Lessee shall, within ten (10) days after written demand therefore, deposit cash with Lessor in an amount sufficient to restore the security deposit

to its original amount; Lessee's failure to do so shall be a material breach of this Lease. Lessor shall not be required to keep the security deposit separate from Lessor's general funds, and Lessee shall not be entitled to interest on such deposit.

(b) If Lessee shall fully and faithfully perform every provision of this Lease to be performed by Lessee, the security deposit or any balance thereof shall be returned to Lessee (or, at Lessor's option, to the last assignee of Lessee's interest hereunder) at the expiration of the lease term and after Lessee has vacated the leased premises. In the event of termination of Lessor's interest in this Lease, Lessor shall transfer said deposit to Lessor's successor-in-interest whereupon Lessee agrees to release Lessor from liability from the return of such deposit or the account therefore.

(c) In addition to the security deposit required as provided herein above, Lessee shall deposit with Lessor the sum of Twenty-Five and 00/100 Dollars (\$25.00) for each key to the leased premises provided to Lessee by Lessor. If Lessee at any time requires a replacement key or fails to return all keys to the leased premises to Lessor upon termination of this Lease, Lessor may retain the applicable key deposit to compensate Lessor for all costs incurred in replacing the lost or unreturned key(s). Upon termination of this Lease and Lessee's return of the key(s) to the leased premises to Lessor, Lessee shall be entitled to the return of the applicable key deposit.

6. **Taxes.**

(a) During the term hereof, Lessee shall, pay prior to delinquency, all taxes assessed against and levied upon fixtures, furnishings, equipment and all other personal property of Lessee contained in the leased premises, and when possible, Lessee shall cause said fixtures, furnishings, equipment and other personal property to be assessed and billed separately from the real property of Lessor of Lessor. In the event any or all of Lessee's fixtures, furnishings, equipment and other personal property shall be assessed and taxed with Lessor's real property, Lessee shall pay to Lessor in share of such taxes within ten (10) days after delivery to Lessee by Lessor of a statement in writing setting forth the amount of such taxes applicable to Lessee's property. For the purpose of determining said amount, figures supplied by the Brevard County Property Appraiser as to the amount so assessed shall be conclusive. Lessee shall comply with the provisions of any law, ordinance or rule of taxing authorities which requires Lessee to file a report of Lessee's property located in the leased premises.

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

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, door locks and hardware, window glass, interior decoration and painting, plumbing, heating, air conditioning and electrical facilities. Lessee shall enter into an annual maintenance contract of the Air Conditioning unit, and provide a copy of the contract to the Lessor. Failure to do so will result in the lessee responsibility for replacement of the air-conditioning unit. Lessee shall do all things necessary to keep the leased premises (except the roof, roof drains, sewers, outside walls, foundations and structural portions of the leased premises, which shall be maintained by Lessor), including the sidewalks and area adjacent to the leased premises, in a clean, neat and sanitary manner and in compliance with all laws, ordinances, rules and regulations of any public authority and in compliance with such rules and regulations that may be adopted from time to time by the Lessor that are applicable to all tenants in the Shopping Center of which the leased premises is apart. Lessee shall also be solely responsible for all repairs required as a result of the negligent or intentional acts or omissions of Lessee or Lessee's guests or invitees.

9. **Services.**

(a) Lessee shall during the term hereof pay prior to delinquency all charges for all electrical, water, sewer, garbage and telephone service to the leased premises and shall hold Lessor harmless from any liability there from.

(b) Lessor shall provide for maintenance and repair of parking and common areas of the Shopping Center. Except as specifically provided for herein, Lessor shall not be obligated to provide any services to Lessee. In addition, Landlord does not warrant that any such services provided to Lessee will be free from interruption due to causes beyond Lessor's control. In the event of an interruption of such services or delay in the restoration of such services, the same shall not be deemed an eviction or disturbance of Lessee's use and possession of the leased premises or rendered Lessor liable to Lessee for damages by abatement of rent or otherwise, nor shall the same relieve Lessee from performance of Lessee's obligations under this Lease.

Lessee shall pay Lessor its proportionate share of the cost of repair and maintenance expenses of the parking and common areas of the Shopping Center, including, but not limited to cleaning, common area utilities and repairs, maintenance, and replacement of sidewalks, landscaping, roofs, and painting and hurricane protection. Said proportionate share shall be based on the square footage of building which is occupied when repairs are made. At the start of the lease, in order to insure that the parking area and common areas are properly maintained, Lessee shall pay Lessor \$94.58 a month, in advance, along with the proportionate

property tax and required rental payments. In the event that the monthly CAM payment does not satisfy the cost of said maintenance, Lessee shall pay Lessor his proportionate share of excess within ten (10) days of receipt of the statement which evidences such excess payment. If Lessee fails to make said payment within ten (10) days of receipt of said statement, Lessee shall pay Lessor a 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 remedies permitted by Paragraph 21 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 used by, customers of Lessee along with customers of other tenants of other portions of the building of which the leased premises form a part, and subtenants and concessionaires thereof. Said parking area shall not be used by Lessee, subtenant, or concessionaire, except with the written consent of Lessor, in which event said Lessee, subtenant, concessionaire or employee shall park their automobiles in such place or places as shall be designated by Lessor. Lessor shall have the right to at any time, and from time to time, to establish rules and regulations for the operation of said parking area. Lessee further agrees that upon written notice from Lessor, Lessee shall provide Lessor a list of the automobile license number assigned to Lessee's car and all employees or agents.

11. **Use.**

(a) **Use.** The leased premises shall be used and occupied by Lessee as Real Estate Business, Document Preparation and Notary Public and for no other purpose without the prior written consent of Lessor.

(b) **Suitability.** Lessee acknowledges that neither Lessor nor any agent of Lessor has made any representation or warranty with respect to the leased premises or with respect to the suitability of the leased premises for the conduct of Lessee's business, nor has Lessor agreed to undertake any modification, alteration or improvement to the leased premises except as provided in this Lease. The taking of possession of the leased premises by Lessee shall conclusively establish that the leased premises were at such time in satisfactory condition.

(c) **Lessee's Acceptance.** Lessee accepts the leased premises in the condition they are in on the date this Lease commences or Lessor grants occupancy, which ever occurs first. Lessee hereby acknowledges that it has received the leased premises in a thoroughly good and tenantable order, safe condition and repair of which the execution of this Lease, and Lessee's taking of possession hereunder shall be conclusive evidence.

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



(e) **Uses Prohibited.** Lessee hereby agrees that:

(i) Lessee shall not do or permit anything to be done in or about the leased premises nor bring to keep anything therein which will in any way increase the existing rate or affect any fire or other insurance upon the leased premises or the real property of which the premises are a part or of any of its contents (unless Lessee shall pay any increased premium as a result of such use or acts), or cause a cancellation of any insurance policy covering said premises or real property or any part thereof or any of its contents, nor shall Lessee sell or permit to be sold in or about said premises any articles which may be prohibited by a standard form policy of fire insurance.

(ii) Lessee shall not do or permit anything to be done in or about the leased premises which will in any way obstruct or interfere with the rights of other tenants or occupants of adjacent property or injure or annoy them or use or allow the leased premises to be used for any unlawful or objectionable purpose, nor shall Lessee cause, maintain or permit any nuisance in, on or about the leased premises. Lessee shall not commit or suffer to be committed any waste in or upon the leased premises.

(iii) Lessee shall not use the leased premises to permit anything to be done in or about the leased premises which will in any way conflict with any law, statute, ordinance or governmental rule or regulation or requirement of duly constituted public authorities now in force or which may hereafter be enacted or promulgated.

(iv) Lessee shall not leave the leased premises unoccupied or vacant. Throughout the term of this lease, the Lessee shall conduct and carry on in the leased premises the type of business for which the leased premises are leased.

(v) Lessee is prohibited from conducting business from 10:00 p.m to 7:00 a.m., unless the Lessor consents in writing. Twenty four hour operations are strictly prohibited.

12. **Insurance.**

(a) **Public Liability.** Lessee shall, at Lessee's sole cost and expense, but for the mutual benefit of Lessor and Lessee, maintain throughout the term of this Lease general public liability insurance against claims for personal injury, death or property damage occurring in, or about the leased premises, and in, on , or about the sidewalks directly adjacent to the leased premises and such other areas as Lessee, Lessee's officers, agents, employees, contractors and invitees shall have the right to use pursuant to this Lease. Such insurance shall have a minimum coverage of \$500,000.00 for single occurrence and \$1,000,000.00 for more than one occurrence.

(b) **Fire and Extended Coverage.** Lessor shall take out and keep in force during the term of this Lease, at Lessor's expense, fire and extended coverage insurance on the building within which the leased premises are located, exclusive of Lessee's fixtures, personal property and equipment, in an amount determined by Lessor.

(c) **Miscellaneous.** The insurance policy or policies required hereunder of Lessee shall be written in companies licensed to do business in Florida, selected by Lessee, subject to the approval of such companies by Lessor. Lessee shall, prior to opening for business in the leased premises, furnish from the insurance companies certificates of coverage evidencing the existence and amounts of such insurance. All such policies of insurance shall be issued in the name of Lessor and Lessee and for the mutual and joint benefit and protection of the parties hereto, but in no event shall such policies limit Lessee's liability. All such policies shall be primary, not contributory with and not in excess of the coverage which Lessor may carry. All such policies shall contain a clause or endorsement to the effect that they may not be terminated or materially amended except after fifteen (15) days written notice thereof to Lessor. Lessee shall have the right to provide such coverage pursuant to blanket policies obtained by Lessee provided such blanket policies expressly afford the coverage required by this Lease. The failure of Lessee to obtain the insurance policy or policies required hereunder shall constitute a default under the terms of this Lease. If Lessee does not take out such insurance or keep the same in full force and effect, Lessor may, but shall be under no duty to, acquire the necessary insurance and pay the premium therefore and Lessee shall repay to Lessor the amounts so paid promptly after demand. Lessor's purchasing of said insurance shall not affect Lessor's remedies for Lessee's default.

(d) **Non-Waiver of Sovereign Immunity.** Regardless of the level or type of coverage obtained for the benefit of Lessor as described herein, Lessor does not intend that any provision of this Agreement shall in any way constitute a waiver of any defense or limit of sovereign immunity to which Lessor may be entitled pursuant to Section 768.28, F.S., or as otherwise provided by law.

13. **Assignment.** Lessee covenants and agrees not to assign, transfer, mortgage, pledge or hypothecate the leasehold or to sublet the leased premises or any part thereof without the prior written consent of Lessor, which consent may be withheld in Lessor's sole discretion. Any transfer of this Lease from Lessee by merger, consolidation or liquidation shall constitute an assignment for the purposes of this Lease. No consent by Lessor to any assignment or subletting by Lessee shall relieve Lessee of any obligation to be performed by Lessee under this Lease, whether occurring before or after such consent, assignment or subletting.

14. **Indemnification.** Lessee shall indemnify, defend and save harmless said Lessor from and against any and all claims, suits, actions, damages or causes of action arising during the term of this Lease for any personal injury, loss of life, or damage to property sustained in or about the leased premises by reason or as a result of Lessee's occupancy thereof and from and against any orders, judgments or decrees which may be entered thereon and from and against all costs, attorney's fees, expenses and liabilities incurred in and about the defense of any such claim or in the investigation thereof.

15. **Subordination.** It is agreed by Lessee that this Lease shall be subject and subordinate to any mortgage, deed of trust, or other liens now on the premises or which may hereafter be made on account of any proposed loan to be placed on said premises by Lessor to the full extent of all debts and charges secured thereby; and to any renewals, extensions and

modifications of all or any part thereof which Lessor may hereafter, at any time, elect to place on said premises, and Lessee agrees upon request to hereafter execute any paper or papers which counsel for Lessor may deem necessary to accomplish that end. That in default of Lessee's doing so, Lessor is hereby empowered to execute such paper or papers, in the name of Lessee, and as the act and deed of said Lessee, and this authority is declared to be coupled with an interest and not revocable.

16. **Liens.** Lessee shall keep the leased premises, and the property in which the leased premises are located, free from any liens arising out of any work performed, materials furnished or any obligations incurred by Lessee, it being expressly acknowledged that the leasehold interest hereby leased shall not be subject to any such liens.

17. **Entry By Lessor.** Lessor reserves and shall at any and all times have the right to enter the leased premises to inspect the same, to submit said premises to prospective purchasers or Lessees, to post notices of non-responsibility and "For Lease" signs and to alter, improve or repair the leased premises and any portion of the building without abatement of rent and may for that purpose erect scaffolding and other necessary structures where reasonably required by the character of work to be performed, always providing that the business of Lessee shall not be interfered with unreasonably. Lessee hereby waives any claim for damages for any injury or inconvenience to or interference with Lessee's business, any loss of occupancy or quiet enjoyment of the leased premises, and any other loss occasioned thereby. For each of the aforesaid purposes, Lessor shall at all times have and retain a key with which to unlock all of the doors in, upon and about the leased premises, excluding Lessee's vaults and safes, and Lessor shall have the right to use any and all means which Lessor May deem proper to open doors in an emergency, in order to obtain entry to the leased premises, and any entry to the leased premises obtained by Lessor by any of said means or otherwise, shall not under any circumstances be construed or deemed to be a forcible or unlawful entry into, or a detainer of, the leased premises or an eviction of Lessee from the leased premises or any portion thereof.

18. **Casualty Damage.** In the event the leased premises are destroyed or so damaged by fire or other casualty during the term of this Lease so that they become untenable, then Lessor shall have the right to render said premises tenantable by making the necessary repairs within ninety (90) days after the date of written notification by Lessee to Lessor of the destruction or damage and if said premises are not rendered tenable within said time, it shall be optional with either party to cancel this Lease and, in the event of such cancellation, the rent shall be paid only to the date of such written notification of the fire or casualty. If the leased premises should only be partially damaged by fire or other casualty and Lessor chooses to repair said premises and the damage or destruction was not caused or contributed to by act or negligence of the Lessee, its agents, employees, invitees or those for whom the Lessee is responsible, the rent payable under this lease during the period for which part of the premises is uninhabitable shall be adjusted downward, proportionate with the share of the total space which is uninhabitable.

19. **Condemnation:**

(a) If the whole of the leased premises or such portion thereof as will made the leased premises unsuitable for the purpose herein leased is condemned for any public use or purpose by any legally constituted authority, then in either of such events, the Lease shall terminate as of the date when possession is taken by such public authority and rental shall be payable by Lessee only to such date.

(b) If any part of the leased premises shall be condemned and taken without causing a termination pursuant to the above paragraph, then Lessor at its option shall have the right to either terminate the Lease upon written notice within sixty (60) days after said taking, or to continue the term of the said Lease, in which event the rental shall be equitably reduced in proportion to the space so taken (but not for parking space so taken), and Lessor shall, at its own cost and expense, restore the remaining portion of the leased premises to the extent necessary to render it reasonably suitable for the purposes for which it was leased, and make all repairs to the building in which the premises are relocated to the extent necessary to constitute the building a complete architectural unit.

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

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

(a) If Lessee shall fail to pay to Lessor any rent or sales or use tax thereon, or any other payment required to be made by Lessee, as and when the same shall become due and payable and such failure to pay shall continue for ten (10) days after the same became due and payable;

(b) If Lessee or any successor or assignee of Lessee, while in possession, shall file a petition in bankruptcy or insolvency or for reorganization or arrangement under the Bankruptcy Act of any State, or shall voluntarily take advantage of any such law or act by answer or otherwise, or shall take an assignment for the benefit of creditors, or, if Lessee be a corporation, shall be dissolved, voluntarily or involuntarily;

(c) If involuntary proceedings under any such bankruptcy law or insolvency act, or for the dissolution of a corporation shall be instituted against Lessee or such successors or assignee, or if a receiver or trustee shall be appointed of all or substantially all of the property of Lessee or such successor or assignee;

(d) If Lessee shall fail to perform or breach any of the conditions on Lessee's part to be performed and if such nonperformance or breach shall continue for a period of ten (10) days after notice thereof by Lessor to Lessee, or if such performance cannot be reasonably had within such ten (10) day period and Lessee shall not in good faith have commenced such performance within such ten (10) day period and shall not diligently proceed therewith to completion;

(e) If Lessee shall vacate or abandon the leased premises for a period of ten (10) days or more;

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

(g) If Lessee fails to take possession of the leased premises on the term commencement date or within seven (7) days after notice that the leased premises are available for occupancy, if the term commencement date is not fixed herein, and if such occupancy date shall not be deferred in writing by Lessor; or

(h) If Lessee fails to pay the monthly common area maintenance fee for two consecutive months.

21. **Lessor's Default Options.** In the event of the occurrence of any default specified hereunder, Lessor may, at any time thereafter, without limiting Lessor in the exercise of any right or remedy at law or in equity which Lessor may have by reason of such default or breach:

(a) Terminate this Lease, resume possession of the leased premises for its own account, and recover immediately from Lessee the entire rent for the balance of the lease term.

(b) Resume possession and re-lease or rent the leased premises for the remainder of the term for the account of Lessee, and recover from Lessee, at the end of the term or at the time each payment of rent comes due under this Lease or Lessor may choose, the difference between the rent specified in the Lease and the rent received on the re-leasing or renting.

(c) In any event, 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 therefore, but the surrender of such property to Lessor shall not be deemed to be a payment of rent or in lieu of any rent reserved hereunder. Before surrendering the demised premises, Lessee shall remove

all Lessee's said personal property and unattached movable trade fixtures and, at Lessor's option, Lessee shall also remove any improvements, alterations, additions, fixtures, equipment and decorations at any time made or installed by Lessee in, upon or to the interior or exterior of the leased premises, and Lessee further agrees to repair any damage caused thereby. If Lessee fails to remove any of Lessee's personal property and trade fixtures, said property shall, at the option of the Lessor, either be deemed abandoned and become the exclusive property of Lessor, or Lessor shall have the right to remove and store said property, at the expense of the Lessee, without further notice to or demand upon Lessee and hold Lessee responsible for any and all charges and expenses incurred by Lessor therefore. If leased premises are not surrendered as and when aforesaid, Lessee shall indemnify Lessor against all loss or liability resulting from the delay by Lessee in so surrendering the same, including without limitation, any claims made by any succeeding occupant founded on such delay. Lessee's obligation under this provision shall survive the expiration or sooner termination of this lease.

23. **Signs.** Lessee shall have the right to erect one sign of the front of the leased premises. Lessee shall obtain Lessor's written consent prior to the erection or painting of any sign at the leased premises, which consent may be withheld in Lessor's sole discretion. Lessors discretion shall be based on the size, nature, exact location, design, style, wording thereof and illumination of the proposed sign. Lessor reserves the right to use the exterior wall and roof of the leased premises, except as otherwise provided herein. Lessee shall not inscribe, paint or affix any signs, lights, advertisements, notices, placards, marquees or awnings on the exterior of the leased premises, including but not limited to the windows, doors, stairs, hallways or vestibules, without first receiving the written consent of the Lessor. No overhanging roof or projecting sign, placard, marquee or other advertisement and no paper or cardboard signs on 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 parties hereto are delayed or prevented from performing any of its obligations under this Lease by reason of strikes, lock-outs, labor troubles, inability to produce materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, war or other reason of like nature which is not the fault of the party delayed in performing the work or doing the acts required under the terms of this lease, then performance of such act shall be executed for the period of such delay or such prevention and the period for performance of such act shall be excused for the period of such delay or such prevention and the period for performance of said act shall be deemed added to the time herein provided for the performance of any such obligation.

25. **Estoppel Certificate:**

(a) Lessee shall at any time upon not less than ten (10) days prior written notice from Lessor execute, acknowledge and deliver to Lessor a statement in writing (i) certifying that this Lease is modified and in full force and effect (or, if modified, stating the nature of such modification and certifying that this Lease, as so modified, is in full force and effect) and the date to which the rent and other charges are paid in advance, if any, and (ii) acknowledging that there are not, to Lessee's knowledge, any uncured defaults on the part of Lessor hereunder, or specifying such defaults if any are claimed. Any such statement may be conclusively relied upon by any prospective purchaser or encumbrance of the leased premises.

(b) Lessee's failure to deliver to deliver such statement within such time shall be conclusive upon Lessee (i) that this Lease is in full force and effect, without modification except as may be represented by Lessor, (ii) that there are no uncured defaults in Lessor's performance, and (iii) that not more than one month's rent has been paid in advance.

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

27. **Captions; Attachments; Defined Terms:**

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

(b) Exhibits attached hereto, and addendums and schedules initialed by the parties, are deemed by attachment to constitute part of this Lease and are incorporated herein.

(c) The words "Lessor" and "Lessee," as used herein, shall include the plural as well as the singular. Words used in neuter gender include the masculine and feminine and words in the masculine or feminine gender include the neuter. If there be more than one Lessor or Lessee, the obligations hereunder imposed upon Lessor or Lessee shall be joint and several; as to a Lessee which consists of husband and wife, the obligations shall extend individually to their sole and separate property as well as community and joint property. The term "Lessor" shall mean only the owner or owners at the time in question of the fee title or a Lessee's interest in a ground lease of the leased premises. The obligations contained in this Lease to be performed by Lessor shall be binding on Lessor's successors and assigns only during their respective periods of ownership.

28. **Entire Agreement:** This instrument, along with any exhibits and attachments hereto, constitutes the entire agreement between Lessor and Lessee relative to the leased premises and this Agreement and the exhibits and attachments may be altered, amended or

revoked only by an instrument in writing signed by both Lessor and Lessee. Lessor and Lessee hereby agree that all prior or contemporaneous oral agreements between and among themselves and their agents or representatives relative to the leasing of the leased premises are merged in or revoked by this Agreement.

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

30. **Cost of Suit:**

(a) If Lessee or Lessor shall bring any action for any relief against the other, declaratory or otherwise, arising out of this Lease, including any suit by Lessor for the recovery of rent or possession of the leased premises, the losing party shall pay the successful party a reasonable sum for attorney's fees and costs which shall be deemed to have accrued on the commencement of such action and shall be paid whether or not such action is prosecuted to judgment.

(b) Should Lessor, without fault on Lessor's part, be made a party to any litigation instituted by Lessee or by any third party against Lessee, or by or against any person holding under or using the leased premises by license of Lessee, or for the foreclosure of any lien for labor or material furnished to or for Lessee or any such other person or otherwise arising out of or resulting from any act or transaction of Lessee or of any such person, Lessee covenants to save and hold Lessor harmless from any judgment rendered against Lessor or the leased premises or any part thereof, and all costs and expenses, including reasonable attorney's fees, incurred by Lessor in or in connection with such litigation.

31. **Time; Joint and Several Liability:** Time is of the essence of this Lease and each and every provision hereof, except as to the conditions relating to the delivery of possession of the leased premises to Lessee. All the terms, covenants and conditions contained in this Lease to be performed by either party, if such party shall consist of more than one person or organization, shall be deemed to be joint and several, and all rights and remedies of the parties shall be cumulative and nonexclusive of any other remedy at law or in equity.

32. **Binding Effect; Choice of Law:** Subject to any provisions hereof restricting assignment or subletting by Lessee and subject to Section 13, all of the provisions hereof shall bind and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns. This Lease shall be governed by the laws of the State of Florida and venue shall be in Brevard County, Florida.

33. **Waiver:** No covenant, term or condition or the breach thereof shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or condition shall not be deemed to be a waiver of any proceeding or succeeding breach of the same or any other covenant, term or condition.



Acceptance by Lessor of any performance by Lessee after the time the same shall have become due shall not constitute a waiver by Lessor of the breach or default of any covenant, term or condition unless otherwise expressly agreed to by Lessor in writing.

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

35. **Holding Over:** If Lessee remains in possession of the leased premises after the Lease expires or terminates for any reason and without the execution of a new Lease, Lessee will be deemed to be occupying the leased premises as a Lessee from month to month at the sufferance of Lessor. Lessee will be subject to all of the provisions of this Lease, except that the fixed rent will be at a monthly rate equal to twice the amount of a single monthly installment of fixed rent at the rate in effect for the last month of the term of this Lease. Additionally, Lessee shall also be responsible for any and all other consequential and actual damages incurred by Lessor for Lessee's failure to surrender the premises as required. The provision does not give Lessee any right to hold over at the expiration of the term of this Lease, and shall not be deemed to be a renewal of the Lease term, either by operation of law or otherwise.

36. **Abandoned Property:** BY SIGNING THIS LEASE, LESSEE AGREES THAT UPON SURRENDER OR ABANDONMENT, AS DEFINED BY THE FLORIDA STATUTES, LESSOR SHALL NOT BE LIABLE OR RESPONSIBLE FOR STORAGE OR DISPOSITION OF LESSEE'S PERSONAL PROPERTY.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the date first above written.

Signed, sealed and delivered  
in the presence of:

Witness:

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

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

BAREFOOT BAY RECREATION  
DISTRICT  
AS LESSOR

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

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

As its: \_\_\_\_\_

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

Signed, sealed and delivered  
in the presence of:

Witness:

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

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**AS LESSEE**

By: \_\_\_\_\_  
Printed Name:  
As its:

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

# SCHEDULE OF ANNUAL PAYMENTS

Sunshine Rentals and Sales

	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 * **
Lease expiring 9/30/2016	9/30/16	\$441.00	\$5,292.00	\$1,134.96	\$871.80	\$474.42	\$7,773.18	\$647.76
1st YEAR OF new LEASE with 8% inc	10/1/2016 - 9/30//2017	\$476.28	\$5,715.36	\$1,134.96	\$871.80	\$501.94	\$8,224.06	\$685.34
2nd YEAR OF LEASE with 10% inc	10/1/2017 - 9/30//2018	\$523.91	\$6,286.90	\$1,134.96	\$871.80	\$539.09	\$8,832.74	\$736.06
YEAR 3-5 OF NEW LEASE at \$10 sq ft.	10/1/2018 - 9/30//2021	\$609.17	\$7,310.00	\$1,134.96	\$871.80	\$605.59	\$9,922.35	\$826.86

Tenant may opt  
out of the lease on  
9/30/2017 with  
with prior written  
notice by 6/1/2017  
  
Tenant may opt  
out of the lease on  
September 30,  
2018 with prior  
written notice by  
6/1/2018

## Exhibit "A"

\* Amounts Reflected are Estimated and Subject to Increase

\*\* December Discounts Not Reflected

# New Business

<b>Meeting Date</b>
September 27, 2016



<b>Agenda</b>	
<b>Section</b>	<b>9</b>
<b>Item No</b>	<b>A</b>

## Agenda Report *Barefoot Bay Recreation District Board of Trustees*

**Subject:** Revision to ARCC Guidelines – Landscaping & Privacy materials, Skirting materials

**Dept/Office:** Resident Relations/DOR Enforcement

**Requested Action:** Review ARCC promulgated rules and regulations regarding Landscaping & Privacy materials and Skirting material.

### **Summary Explanation and Background:**

Pursuant to the Article II, Section 2 of the Deed of Restrictions: 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.

Background:

#### **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 and may be constructed of vinyl panels, painted wood, vinyl lattice, powder coated aluminum, steel or other ARCC approved materials.<sup>1</sup> No cumulative total of feet for all barriers on any one property may exceed thirty two (32) feet.<sup>2</sup> Said barrier or opaque screen shall comply with the provisions of Sec. 62-2109 Code of Ordinances of Brevard County, Florida.<sup>3</sup>

#### **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.<sup>4</sup> (Hardi Board bolts & seams have to be concealed with Stucco type finish) Wood framing is not allowed. Vinyl skirting is not allowed.

**Exhibits Attached:** Draft ARCC Guidelines

**Contact:** Sue Cuddie, Resident Relations Manager

**Fiscal Impact:**

**Contract/Agreement Reviewed by Attorney:**

**Community Manager's Approval:**

<sup>4</sup> Promulgated Rule approved September 20, 2016 and presented to the Board of Trustees September 27, 2016.



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

**SEPTEMBER 2016**

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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.**

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(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<sup>1</sup>**

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

Picket fence definition:<sup>2</sup> A picket fence is a type of vinyl fence that has evenly spaced vertical boards made of vinyl material. Each picket is attached to horizontal rails. The space between each picket must be at least the width of the picket.

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

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

Article II, Section 5 of the DOR<sup>3</sup> permits only chain link and vinyl picket fencing consistent with the approval of DOR ballot amendment question number 6 approved by the lot owners of Barefoot Bay on April 5, 2011. Article II, Section 5 of the DOR does not permit privacy stockade fences (a fence of closely fitted vertical boards) regardless of material.

## **Generators and Propane tanks**

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

## **Gutters**

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

## **Lamppost**

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

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.

Electric eye sensor lights are approved.

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<sup>1</sup> Promulgated rule approved by ARCC June 7, 2011 , presented to BOT July 8, 2011

<sup>2</sup> Promulgated rule approved by ARCC November, 25, 2014, presented to BOT December 12, 2014

<sup>3</sup> Promulgated rule approved by ARCC November, 25, 2014, presented to BOT December 12, 2014

<sup>4</sup> Promulgated rule approved by ARCC August 30, 2011, presented to BOT September 27, 2011

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

### **Landscaping & Privacy Materials**

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

- 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 and may be constructed of vinyl panels, painted wood, vinyl lattice, powder coated aluminum, steel or other ARCC approved materials.<sup>5</sup> No cumulative total of feet for all barriers on any one property may exceed thirty two (32) feet.<sup>6</sup> Said barrier or opaque screen shall comply with the provisions of Sec. 62-2109 Code of Ordinances of Brevard County, Florida.<sup>7</sup>

### **Porch (Patio)**

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

A porch (patio) is a covered area structurally attached to the outside of the mobile home. The porch (patio) floor is a concrete slab. The following are recognized types:

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

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

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

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

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

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

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

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

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

<sup>7</sup> Promulgated Rule approved August 14, 2012 and present to the Board of Trustees August 28, 2012.

## Roof

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

## Skirting Material

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**Definition of Skirting material-** material that is sufficient to enclose the entire base of the home. It is constructed of stucco, stone, stucco finished concrete block, outdoor Hardi Board skirting or other ARCC approved material.<sup>8</sup> (Hardi Board bolts & seams have to be concealed with Stucco type finish) Wood framing is not allowed. Vinyl skirting is not allowed.

## Siding Materials

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Approved siding materials for manufactured/modular homes, garages and accessory buildings are stucco, vinyl, aluminum, coated engineered wood panel<sup>9</sup>, hardi board lap siding or other approved material.

## Steps

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Entrance steps to the home must be constructed of concrete.

## Utility Building

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### Definition of Utility Building

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

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

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<sup>8</sup> Promulgated Rule approved September 20, 2016 and presented to the Board of Trustees September 27, 2016.

<sup>9</sup> Promulgated Rule approved January 17, 2012, presented to Board of Trustees December 9, 2011.

## Used Mobile Homes

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

In addition, applicant must provide the following:

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

## Miscellaneous

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### Painting of wood

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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 Homes<sup>10</sup>

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

### Gazebo <sup>11</sup>

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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 unit<sup>12</sup>

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Only one prefabricated (plastic) storage unit, placed adjacent to the home, only in the carport or covered patio, 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.

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<sup>10</sup> Promulgated Rule approved August 14, 2012 and presented to Board of Trustees August 28, 2012

<sup>11</sup> 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.

<sup>12</sup> Promulgated Rule approved December 8, 2015 and presented to Board of Trustees January 8, 2016



**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.

<b>Meeting Date</b>
Sep. 27, 2016



<b>Agenda</b>	
<b>Section</b>	<b>9</b>
<b>Item No</b>	<b>B</b>

Agenda Report  
*Barefoot Bay Recreation District Board of Trustees*

**Subject:** Offer by Owner of 2002 Restaurant

**Dept/Office:** Administration: District Clerk

<b>Requested Action:</b> Direction to Staff
<p><b>Summary Explanation and Background:</b></p> <p>On 12Sep16, Mr. Ray Macht, owner of 2002 Restaurant, sent the Community Manager (with Trustees copied) an offer for BBRD to buy out his business. Mr. Macht's current lease runs through 31Dec19.</p> <p>Staff requests direction from the BOT.</p>
<b>Exhibits Attached:</b> E-mail and attachment from Mr. Macht
<b>Contact:</b> Dawn Myers, District Clerk; and Sue Cuddie, Resident Relations Manager
<b>Fiscal Impact:</b> TBD
<b>Contract/Agreement Reviewed by Attorney:</b> N/A
<b>Community Manager's Approval:</b>

## 2002 DINER BAREFOOT BAY

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937 Barefoot Blvd.  
Barefoot bay, Fl. 32976  
Phone 772-664-4463  
Cell 772-473-0765

To; John Coffee Dist Man BBRD and BOT Members.

I would like to present a thought that I think will save BBRD tons of moneies. Buy me out. Think of it you will have the monopoly on the food and bevargе business. The doctor is leaving and you will have the whole building to use for food and bevarage, and save tons of monies in construction and more. Plus I hear Jason is leaving. I will be glad to leave for much less than I have previously thought. Please respond in a timely manner, you and the BOT. If you wish to call please feel free. Thank you in advance for consideration.

Thank you for your time,

Raymond E. Macht

<b>Meeting Date</b>
Sep. 27, 2016



<b>Agenda</b>	
<b>Section</b>	<b>9</b>
<b>Item No</b>	<b>C</b>

Agenda Report  
*Barefoot Bay Recreation District Board of Trustees*

**Subject:** 19<sup>th</sup> Hole Flooring Replacement

**Dept/Office:** Capital

<b>Requested Action:</b> Authorization to Proceed with Project
<p><b>Summary Explanation and Background:</b></p> <p>The flooring in the 19<sup>th</sup> Hole is damaged and in need of replacement. Staff solicited the following quotes:</p> <p>\$4,774 Home Depot  \$7,032 Empire Today</p> <p>There is sufficient available budget in the FY16 Capital Department's Replacement Lawnmower budget (\$7,978.58 after \$4,000 was transferred to the Lawn Bowling Irrigation project) to cover the anticipated expense.</p> <p>Although the Community Manager has the authority to authorize the project and transfer the funds (only within a single department), the approval of the BOT is sought prior to the project for transparency of the use of budgeted funds within the Capital Department.</p> <p>Staff recommends the BOT <u>authorize staff to proceed with the project and to transfer required budget from the balance of the FY16 Lawn Mower Replacement project.</u></p>
<b>Exhibits Attached:</b> Quotes from Home Depot and Empire Today
<b>Contact:</b> Kathy Mendes, Food & Beverage Manager; and Matt Goetz, Property Services Manager
<b>Fiscal Impact:</b> \$4,774
<b>Contract/Agreement Reviewed by Attorney:</b> N/A
<b>Community Manager's Approval:</b>



# Your Flooring Quote

MEASURE #11914335 QUOTE # 10746529

CUSTOMER NAME

CUSTOMER ADDRESS

KATHY MENDES

1225 BAREFOOT BLVD  
BAREFOOT BAY, FL 32976

**TOTAL**

**\$4,773.<sup>83</sup>**

THIS QUOTE EXPIRES ON 09/14/2016

Review floor plan

**Purchase Now**

**Or Call 1-877-494-0448**

We're available 7 days a week, Mon-Fri 8:30am-10:00pm ET,  
Sat 8:30am-7:00pm ET, Sun 11:30pm-8:00pm ET

**PAYMENTS AS  
LOW AS:**

**\$173\***

**PER MONTH**  
with Special Financing



**SPECIAL FINANCING AVAILABLE**

**APPLY NOW**

Plus, see if you are pre-qualified for The Home Depot  
Credit Card without impacting your credit score.

**Material for Floor Surface 1: VCT**

Areas: FOYER, FOYER2/FOYER3/BAR AREA, LW HALL/BAR

QTY	Unit	Description
32	BOX(ES)	1001-776-378 - Allure Chateau Parquet Light Style: 216511.0 (680.54 SF at 21.30 SF/BOX)
6	ROLL(S)	Poly Moisture Block 120sf/roll
120	LF	Metal
1	Each	Roberts Universal Repair Kit (In-Stock) (1000-015-465)
1	Each	Product must be inside the installation site at least 72 hours prior to installation for acclimation. If product will not be delivered, customer must pick up product early enough for acclimation.
1	Each	Delivery Fee
1	Each	Second person required for carry in of more than 20 items
39	Each	Carry-In Fee Note: Products will only be carried in to ground floor of building.
2	Each	6"x120" Vinyl Cove Base - Black/Brown (629-870/60C72P193)
1	Each	ABOVE VINYL BASE SELECTION WAS USED FOR PRICING ONLY- CUSTOMER WILL BE REQUIRED TO SELECT ACTUAL COLOR

Material Total

**\$2,608.34**

**Labor for Floor Surface 1: VCT**

Areas: FOYER, FOYER2/FOYER3/BAR AREA, LW HALL/BAR

QTY	Unit	Description
680.54	SF	Vinyl Plank Install (Floating)
2	Each	Excessive furniture moving
267	SF	Rip up and haul away Vinyl over concrete



- 1 Each Upon installation, if another layer of vinyl found, customer will be responsible for paying up to 355 sq/ft vinyl rip up over concrete
- 1 Each Customer to move/disconnect/reconnect appliances  
9 appliances in LW HALL/BAR
- 680.54 SF Poly Moisture Block - customer provides poly
- 146 LF Remove Existing Vinyl Base
- 205 LF Install new vinyl base
- 1 Each Customer is responsible for any and all permit fees required. If a permit fee is included in a quote, it is our best estimate of the required permit fees. In some cases, additional permit or building fees may be required and it is the customer's responsibility to pay for those fees. The store or installer will contact the customer before installation to apprise them of any additional permit fees required by their municipality.
- 1 Each Please Note: Floor problems on plan (HOLE). Please look over diagram.  
Resolution: Discuss unforeseen issues as installers will quote prepwork (if required) after existing flooring is removed.
- 1 Each Please Note: This line item is missing the following rooms: BACK/FR. Please confirm with customer that they do not want the same product installed in these rooms.  
Resolution: Verify areas.
- 1 Each Please Note: Once existing flooring is removed, installers might discover defects/conditions that need to be addressed. If that is the case, additional charges may apply.  
Some apartment buildings require a cork underlayment to be installed as a sound barrier. This quote was built without it, but if the building requires it the customer will be responsible to pay an additional \$2007.59 for the installer to supply and install it.
- 1 Each Project Requirement: This is a commercial job. Installers must review and approve diagrams and quote, and possibly do a site visit, before quote is completed
- Resolution: Installer feedback: "Allure Chateau Parquet Light -216511.0" is approved for commercial use. NO level measurements noted with the plans. ALL floor prep will be determined upon the removal of the existing vinyl. All transition are to be manufacturer approved and supplied by the customer, and ready on site. Curved transactions will be squared/hex shaped. Customer is responsible to R/R the ice machines/coolers and sinks. ALL/ANY alcohol beverages and mixers to be removed from the install areas, prior to install. Advise customer that the operation of business will be suspended, until the install can be completed. Rooms are to be "install ready", with all loose belongings/clutter removed from the floor and furniture. ALL/ANY additional prep TBD upon installer's findings. Thank you, Vinny DiGiovanni USIG
- 1 Each NOTE: Customer is responsible to R/R the ice machines/coolers and sinks. ALL/ANY alcohol beverages and mixers to be removed from the install areas, prior to install. Advise customer that the operation of business will be suspended, until the install can be completed. Rooms are to be "install ready", with all loose belongings/clutter removed from the floor and furniture. ALL/ANY additional prep TBD upon installer's findings.
- 1 Each \*ALERT\* CURVED AREA WILL BE SQUARED OR HEX SHAPE WHEN DONE- UNABLE TO INSTALL THIS MATERIAL IN A CURVE -

Labor Total

\$2,200.49

## Order Summary - Measure #11914335, Quote #10746529

Floor #	Areas	Material Cost	Labor Cost	Line Total
1	FOYER, FOYER2/FOYER3/BAR AREA, LW HALL/BAR	\$2,608.34	\$2,200.49	\$4,808.83

Credit for Deposit/Measure - \$35.00

**TOTAL \$4,773.83**



# SAVINGS WORKSHEET

	Option 1	Option 2	Option 3	Option 4	Option 5
<b>Style/Product</b>	alliance WOOD LOOK VINYL TILE	alliance WOOD LOOK VINYL TILE		ADDED rear entrance 40¢	3 <sup>rd</sup> option Back NO Kitchen
<b>Regular Price</b>	\$ FRONT SECTION	\$ Back Section	\$	\$	\$
<b>Promotional Savings</b>	\$	\$	\$	\$	\$
<b>Multi-Product Savings</b>	\$	\$	\$	\$	\$
<b>YOUR EMPIRE PRICE TODAY:</b>	\$ 2455-	\$ 4577-	\$	\$ 298-	\$ 2692-
<b>Line of Credit</b>	\$	\$	\$	\$	\$
<b>Deposit / COD</b>	\$	\$	\$	\$	\$
<b>Month Financing</b>	\$	\$	\$	\$	\$

Project Notes price includes; Tile, Labor, adhesion, removal, patch slab, core base. (complete)



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## FLOORING

Carpet • Hardwood • Laminate • Tile • Vinyl



**PROFESSIONAL INSTALLATION**

## PADDING & MATERIALS

Padding / Underlayment  
Moldings • Thresholds / Transitions • Tackstrips



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## CLEAN UP

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†Conditions apply. See empiretoday.com for details.

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Call - Tim - 516-526-6355

<b>Meeting Date</b>
Sep. 27, 2016



<b>Agenda</b>	
<b>Section</b>	<b>9</b>
<b>Item No</b>	<b>D</b>

Agenda Report  
*Barefoot Bay Recreation District Board of Trustees*

**Subject:** Finance Advisory Committee Recommendations

**Dept/Office:** Administration: Finance

<b>Requested Action:</b> Direction to Staff
<p><b>Summary Explanation and Background:</b></p> <p>On 8Sep16, the Finance Advisory Committee, made the following recommendations to the BOT:</p> <ol style="list-style-type: none"> <li>1. To reallocate \$50,000 Community Watch Officers funding to General Fund Contingency. The FAC members discussed and agreed that reallocation of the fund to Contingency until the need of Community Watch Officers arise in the future.</li> <li>2. To reallocate \$27,000 Golf Project expenditures to General Fund Contingency. The FAC members discussed and agreed that reallocation of the fund to Contingency until the Golf Manager asks for it at a later time. Also, reallocation of the fund will benefit the bottom line of the Golf Department. (Said \$27,000 was budgeted in the Administration-Finance Contingency line-item account)</li> <li>3. To reallocate \$17,740 Management Analyst position to General Fund Contingency. The FAC members discussed and agreed that the reallocation of the fund to Contingency until the need arises and can be justified.</li> </ol> <p><u>The Community Manager recommends the BOT reject the three recommendations for the following reasons:</u></p> <ol style="list-style-type: none"> <li>1. The BOT added the community watch program to the FY17 Proposed Budget, mailed the FY17 Proposed Budget to homeowners with it contained therein and adopted the FY17 Budget on 28Jun16 with the community watch program contained therein.</li> <li>2. The BOT added the off-setting expenditure of the 10% golf membership increase to the Administration-Finance Contingency line-item account in the FY17 Proposed Budget which later was adopted by the BOT on 28Jun16.</li> <li>3. The Finance Committee reviewed the Management Analyst decision point in March and April 2016 (and did not make a recommendation about it to the BOT at that time) and the BOT adopted the FY17 Budget on 28Jun16 with the Management Analyst (funding for 4 months) contained therein.</li> </ol>
<b>Exhibits Attached:</b> FY17 Budget Decision Points Summary
<b>Contact:</b> Bill Sherwood, FAC Chairman; and John W. Coffey, Community Manager
<b>Fiscal Impact:</b> TBD
<b>Contract/Agreement Reviewed by Attorney:</b> N/A
<b>Community Manager's Approval:</b>



### Decision Point List (as amended by BOT)

Type	No.	Project Name	Department	Receipts or Cost	D.P. Form (Y/N)	NOTES	Included in FY17 (Y/N)
Revenues							
1		Use of Fund Balance	R&M/Capital Projects	287,000	N	Used to fund one-time projects and reduce fund balance toward minimum fund balance policy of 20%.	Y
2		Additional Catering Food & Beverage Sales	Food & Beverage: Special Events	52,813	N	Revenue from additional catering.	N
3		10% increase in Vehicle Storage Fees	Vehicle Storage	13,300	N	Added by BOT	Y
4		10% increase in Golf Membership Fees	Golf-Pro Shop	27,000	N	Added by BOT	Y
Total Revenue Decision Points				380,113			
Total Revenue Decision Points within FY17 Approved Budget				327,300			
Expenditures							
	1	Full-time (40 hrs./wk. contracted) Deputy	Administration: District Clerk	100,000	Y	Requested by Trustees for increased security. Total 1st year cost is \$130,055 with \$56,668 in one-time costs.	N
	2	Key word searchable web-based minutes/agendas	Administration: District Clerk	4,400	Y	BOT agenda and minutes indexed searchable web-hosted service	Y
	3	Management Analyst position (4 months)	Administration: District Clerk	19,240	Y	To assist Comm. Mgr. in budget preparation, resident issue resolution, agenda preparation, serve as Rec. Coordinator and etc.	Y
	4	Convert P/T Accounting Associate Position into a F/T Position	Administration: Finance	19,502	Y	To address increasing workload.	Y
	5	Pay Plan Adjustment	Administration: Finance	66,500	Y	To establish deficiencies in current pay system based on salary survey findings	Y
	6	Contingency for Golf Projects	Administration: Finance	27,000	N	Added by BOT	Y
	7	Reclassify Calendar Coordinator position into Calendar/RV Storage Coordinator Position	Resident Relations: Customer Service	7,676	Y	Addition of new duties of RV Storage Coordination to current Calendar Coordinator Position	Y
	8	1.4 FTE Security Officers	Resident Relations: Security	50,000	N	Added by BOT	Y
	9	P/T Catering Coordinator and Seasonal Cook	Food & Beverage: Special Events	28,340	Y	P/T Catering Coordinator and seasonal Cook position added by BOT on 19Apr16	Y
	10	Pro Shop Building Upgrades	Golf	10,000	Y	Lighting, member corner workstation and flat screen TV, and kitchen repair	Y
	11	Winter overseed of Fairways	Golf	9,500	N	To improve appearance of course during high volume business season	Y
	12	Ph. 1 Tables/Chairs Replacement	Property Services: Buildings	5,000	N	Year 1 of 6 year replacement plan	Y
	13	P/T Rec. Coordinator position	Property Services: Recreation	13,356	Y	Request of Recreation Committee	N
	14	Christmas Decorations	Property Services: Recreation	2,500	N	Added by BOT	Y
	15	R&M/Capital Projects	R&M/Capital Projects	612,500	N	As set by BOT at 5yrFM&CIP workshop	Y
	16	Grant - Golf Course	Golf	50,000	N	100% grant funded Added by BOT	Y
	17	Reserve for minimum wage increase	Admin.: Finance	33,500	N	Added by BOT & then removed	N
Total Expenditure Decision Points				1,059,014			
Total Expenditure Decision Points within FY17 Approved Budget				912,158			

<b>Meeting Date</b>
Sep. 27, 2016



<b>Agenda</b>	
<b>Section</b>	<b>9</b>
<b>Item No</b>	<b>E</b>

Agenda Report  
*Barefoot Bay Recreation District Board of Trustees*

**Subject:** Ballot Committee Rules Revision

**Dept/Office:** Administration: District Clerk

<b>Requested Action:</b> Revision of Ballot Committee Rules and/or Creation of Separate Ad Hoc Committee
<p><b>Summary Explanation and Background:</b></p> <p>On 23Feb16, the BOT adopted the attached Ballot Committee Rules. Due to a lack of applications for the positions, the BOT deferred filling the positions until there was a need for the committee. On 09Sep16 the BOT directed staff to activate the committee in response to a resident's suggestion for the committee to develop a census of residents to be completed in the Spring when residents renew their badges.</p> <p>Currently the Ballot Committee Rules states:</p> <ul style="list-style-type: none"> <li>• Compose procedures for the current ballot canvassing process.</li> <li>• Verify and organize each return envelope by street address.</li> <li>• Review and decide on approved and rejected ballots</li> <li>• The Committee shall report said results to the Board of Trustees</li> </ul> <p>Since the intent of the BOT, regarding developing a census is outside the current scope of responsibility of the Ballot Committee, staff requests the BOT amend the committee's rules and/or establish a separate ad hoc committee to develop the census while activating the Ballot Committee to enumerate the ballots.</p> <p>Staff requests direction from the BOT.</p>
<b>Exhibits Attached:</b> Ballot Committee Rules
<b>Contact:</b> Dawn Myers, District Clerk; and Sue Cuddie, Resident Relations Manager
<b>Fiscal Impact:</b> TBD
<b>Contract/Agreement Reviewed by Attorney:</b> N/A
<b>Community Manager's Approval:</b>

## **Rules of the Ballot Canvassing Committee**

### Purpose

Verify and tabulate the returned ballots of the electors of Barefoot Bay Recreation District for the purpose of deciding the majority vote. The Committee is a non-regular scheduled Committee. It will convene at the direction of the Board of Trustees as needed.

### Duties/Responsibilities

- Compose procedures for the current ballot canvassing process.
- Verify and organize each return envelope by street address.
- Review and decide on approved and rejected ballots
- The Committee shall report said results to the Board of Trustees

### Number of Members

Seven regular voting members

Three alternate members may be appointed in the event a regular member is not in attendance or if additional tabulators are necessary due to the amount of ballots received.

### Quorum and Conduct of Committee

1. Four members 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 BOT and/or the majority of the committee.
3. At its initial meeting, the Committee will elect a Chair and Vice Chair.

### Terms of Appointment

1. After the adoption of the revised Rules of Trustees on February 12, 2016, as soon as possible, the Board of Trustees shall appoint :
  - 3 members for 3 year terms
  - 3 members for 2 year terms
  - 2 members for 1 year term
  - 2 alternate members for 3 year terms
2. Upon the expiration of the initial term, a new member will be recommended to the Board of Trustees by the Board Liaison for a term of 3 years.
3. If a member resigns before the expiration of his/her term, a new member will be recommended to the Board of Trustees by the Board Liaison to serve the balance of the unexpired term.

### Staff Support

1. The Community Manager shall assign a BBRD employee to serve as support staff.
2. The District Clerk shall retain original copies of all minutes and handouts from the meetings.

<b>Meeting Date</b>
Sep. 27, 2016



<b>Agenda</b>	
<b>Section</b>	<b>9</b>
<b>Item No</b>	<b>F</b>

Agenda Report  
*Barefoot Bay Recreation District Board of Trustees*

**Subject:** Facilities Planning Advisory Committee Recommendation: Beach Grant Projects

**Dept/Office:** Administration: District Clerk

**Requested Action:** Direction to Staff

**Summary Explanation and Background:**

On 16Aug16, BBRD hosted a townhall style meeting to provide a design team with community priorities for the development of a conceptual site plan and cost estimates of specific projects.

On 09Sep16, the BOT authorized Chairman Klosky to sign the Costal Partnership Initiative \$60,000, 50% match grant agreement. Said grant is based on specific projects and deviation from said list will require BBRD to submit a grant modification proposal prior to proceeding with projects. All projects completed within the CPI program must be completed by 30Jun17 (a 6 month extension is possible but not guaranteed).

On 15Sep16, the Facilities Planning Advisory Committee, reviewed the conceptual site plan and recommended the following projects to the BOT.

Recommended Projects	Estimated
Signage (required)	1,000
Electronic gate access	20,000
Exotic removal	5,000
Berm (landscaped along A1A)	24,000
Water access modification (required)	2,000
Educational signage	2,000
Design	6,000
<b>Total</b>	<b>60,000</b>

If the BOT approves the above list, staff will work with BBRD's grant writer to submit a modification request to the Department of Environmental Protection for the CPI grant program.

Staff recommends the BOT accept the FPAC recommendations and authorize staff to submit a modification request to DEP for the CPI grant.

**Exhibits Attached:** Conceptual site plan from TLC and emails from TLC and BSE

**Contact:** E.J. Wright, FPAC Chairman; and Dawn Myers, District Clerk and Acting Community Manager

**Fiscal Impact:** Up to \$60,000 (with possibility of 50% reimbursement)

**Contract/Agreement Reviewed by Attorney:** N/A

**Community Manager's Approval:**



COCOA DIVISION  
874 Dixon Blvd  
Cocoa FL 32922-5809  
321-636-0274 • Fax 321-639-8986

**MEMORANDUM**

---

<b>TO:</b>	John Coffey Community Manager Barefoot Bay Recreation District 625 Barefoot Blvd Barefoot Bay, FL 32976	<b>PROJECT:</b>	Barefoot Bay Beachside Property Conceptual Site Plan
<b>FROM:</b>	Colin Doyle, PE	<b>PROJECT #:</b>	516124
<b>RE:</b>	<b>Beachside Property Improvements</b>	<b>DATE:</b>	September 13, 2016

---

Per your request, TLC and BSE have developed the attached rough order of magnitude cost estimate for the beachside property development project as defined on the conceptual site plan developed by BSE Consultants, Inc. The scope of work is based on the community input received at the August 16, 2016 planning meeting in Barefoot Bay. The rough order of magnitude cost estimate is based on a combination of current working estimates from vendors, historical data from similar projects, and our professional experience. Rough order of magnitude estimates do not include soft costs associated with permitting, design, restricted working hours, incidental site work, and other costs associated with site limitations.

The rough order magnitude cost is based on the following scope:

- Electrically monitored access gate
- Security cameras and monitoring for the site
- Parking
- Restroom facility
- Pavilion
- Walking trail
- Minimal landscaping as required for permitting
- Existing exotics removal as required for permitting
- Demo and removal of existing pump house building and access gate to accommodate new septic drain field and new access gate.

Unit costs for each item and total RoM cost are provided in the attached worksheet.

If you have any additional questions or concerns, please feel free to contact our office.

Regards,

Colin Doyle, PE  
*Associate / Project Engineer*

cc: Scott M. Glaubitz, PE, PLS



Project	Barefoot Bay Beachside Property Development
TLC #	516124
By	CGD/SMG
Date	13-Sep-16
Subject:	Beachside Property Development RoM

Location: Barefoot Bay, Florida

Construction: Commercial

Access gate				
Description	Unit	Unit Cost	Qty	Total
12' Wide Aluminum Electric Operated Gate with Access Control	LS	\$ 4,500.00	1	\$ 4,500.00
20"x20" Gate Columns	EA	\$ 1,600.00	2	\$ 3,200.00
Electric Service to Gate	LS	\$ 4,500.00	1	\$ 4,500.00
Commerical Gate Operator	LS	\$ 7,000.00	1	\$ 7,000.00
Siren Operated Opener	LS	\$ 550.00	1	\$ 550.00
			<b>Subtotal</b>	<b>\$ 19,750.00</b>

Security Cameras				
Description	Unit	Unit Cost	Qty	Total
Two (2) Security Cameras Connected for Monitoring	LS	\$ 5,500.00	1	\$ 5,500.00
One (1) UPS	LS	\$ 18,000.00	1	\$ 18,000.00
One (1) Stainless Steel Conditioned NEMA Enclosure				
Server (Harddrive/Network)- Beachside				
Server - Monitoring Side				
Internet Connection/Circuiting				
			<b>Subtotal</b>	<b>\$ 23,500.00</b>

Other				
Description	Unit	Unit Cost	Qty	Total
Asphalt Millings 6" Thick	CY	\$ 60.00	20	\$ 1,200.00
Landscape Berm	CY	\$ 30.00	600	\$ 18,000.00
Landscape Berm Irrigation Pump, Drip Hose, and Conduit	LS	\$ 2,500.00	1	\$ 2,500.00
Landscape Plants (Sea Grapes)	LS	\$ 7,500.00	1	\$ 7,500.00
20'X40' Pavillion, Charcoal Grill, Benches/Tables	LS	\$ 32,000.00	1	\$ 32,000.00
2" Temporary Jumper	EA	\$ 2,000.00	1	\$ 2,000.00
Restrooms - Septic with Plumbing, Electrical	LS	\$ 70,000.00	1	\$ 70,000.00
Demo Existing Buildig and Gate	LS	\$ 7,500.00	1	\$ 7,500.00
Walking Trail	LS	\$ 3,600.00	1	\$ 3,600.00
Clearing and Disposal	AC	\$ 4,500.00	1	\$ 3,150.00
6" Coquina Stabilize Parking	SY	\$ 15.00	2,300	\$ 34,500.00
			<b>Subtotal</b>	<b>\$ 181,950.00</b>

<b>Total</b>	<b>\$ 225,200.00</b>
Contingency (20%)	\$ 45,040.00
<b>Total (Including Contingency)</b>	<b>\$ 270,240.00</b>

**Note:**

1	RoM cost associated with pavilion and restroom construction is based on historical information for a similar project at Grand Valkaria. Specific site conditions and limitations may affect actual cost of construction. Historical costs have not been adjusted for inflation or current market value of materials.
2	RoM cost estimate assumed existing metered power at site is sufficient for loads associated with restroom lighting, ventilation fans, access gate, and camera operations, and no additional power is required. Additional FPL hookup to site may have significant affect on construction cost.
3	RoM cost estimate does not include contractor overhead/profit, permitting fees, and design fee.



321-308-8008

2893 N Harbor City Blvd,

**Quote BSCQ3881****Prepared For:**

BSE Consultants Inc  
 Scott Glaubitz  
 Phone: (321) 725-3674  
 sglaubitz@bseconsult.com

**Prepared By:**

Brian Saunders  
 President  
 Phone: 321-308-8008  
 Fax:  
 Email: bsaunders@bscconsult.com

Below is the interactive version of the quote, you can choose options and see the quote totals.

**Line Item Detail**

QTY	Description	Picture	Ext Price
<b>Barefoot Bay Beach Access Gate</b> <b>Provide turn key installation for electric operated gate with access control</b> <b>White aluminum 12' wide Swing Gate. Welded and Marine treated powdercoating.</b> <b>Optional 20X20 Concrete stucco columns (caps to be decided)</b> <b>Electric Commercial Operator with battery backup</b> <b>Gate entry keypad for access</b> <b>Vehicle sensing exit loop</b> <b>Swing gate shadow, reverse, and safety entrapment beam</b> <b>Siren Operated Opener for emergency vehicles access</b>			

1	White Marine treated powdercoating and hardware 12" wide installed by American Fence		\$4,160.00
1	Optional 20"X20" concrete stucco finish coulombs installed by TRC Inc. 321-725-2721		\$2,860.00
1	ESTIMATED electrical to gate including trenching and conduit. 2 circuits (1 for gate system the other for lighting) Installed By Home run electric		\$3,900.00

**Gate Operator and Vehicle Loops ( Exit, Shadow, Interrupt)**  
**Gate operator battery backup will off 100+ cycles**  
**Auto Open on power or battery fail**  
**Loops will be lay-in not saw cut.**  
**Prepaver installed only**

**Commercial DC Swing Gate Operator with battery backup** \$6,735.25

(Qty 1) - LiftMaster High-Cycle Commercial DC Swing Gate Operator



(Qty 3) - LiftMaster LOOPDETLM Plug-In Loop Detector



(Qty 4) - 4x12 or 6x10 direct burial loop with 100' lead-in wire



(Qty 1) - Ground Rod, Copperbonded, Pointed, High Strength 1035 Cold Drawn Steel, Plating Thickness 10 mil, Diameter 1/2 in, Length



10 ft, Average Tensile Strength 80000 psi, Straightness  
Tolerance .010 in/Linear ft, UL Listed



(Qty 1) - Power - Surge Arresters



(Qty 20) - Ground wire stranded 6 gauge per foot.



MISC Materials & Hardware included operator pad conduits ect.  
Aluminum brackets to attach gate to arm  
Gate 24"x24"X30 in operator concrete pad



Installation Labor



1

**Call Box for gate intercom and key code entry features.**  
**Trench in 3/4 conduit from gate operator to pedestal**  
**Install Pad and Pedestal**  
**Ground pedestal to operator ground.**  
**Program unit and train home owner**

\$2,833.20

(Qty 1) - Elite EL25 Residential and Commercial Telephone Entry  
System with Expanded Capacity and Enhanced Versatility



(Qty 1) - Internet Gateway for Liftmaster MyQ 2.0 operators



(Qty 1) - Gooseneck Pedestal - In Ground - Modular Tube Design  
This black powder coated aluminum pedestal



(Qty 100) - Direct burial cat5e cable 4 pair



(Qty 100) - Ground wire stranded 6 gauge per foot.



MISC Materials & Hardware included Conduit from gate operator to  
goose neck pedestal



Installation Labor  
Trench in 3/4 conduit from gate operator to pedestal  
Run communication cable to house  
Integrate with home phone for gate intercom and gate control  
Install surge protector between call box and house  
Ground pedestal to operator ground.  
Program unit and train home owner



1

Siren-Operated sensor



\$453.70

Update

**SubTotal: \$20,942.15**  
**Shipping: \$0.00**  
**Sales Tax: \$709.80**  
**Total: \$21,651.95**

**Deposit Required: \$10,825.98****Ready to Accept?****Order Confirmation**

We reserve the right to cancel orders arising from errors, inaccuracies, or omissions.

☐ I agree to the terms and conditions of the above document with an electronic signature below.

**IP Address** 71.43.174.186**PO Number***(Optional: Enter PO Number as your reference only.)***Comments****Email****Address****Printed Name****Signature***"signatures" could include: /John smith/; /js/; /js123/, etc**(Note: After accepting you will have the opportunity to provide payment.)***Have Questions?****Not Ready To Accept? Have Questions?***(Note, you will receive a copy of your message by email.)***No questions posted yet.***Time expressed in Eastern Daylight Time UTC-04:00*

## Scott Glaubitz

---

**From:** Rick Hood <townadmin@grantvalkaria.org>  
**Sent:** Monday, September 05, 2016 10:03 AM  
**To:** Scott Glaubitz  
**Subject:** RE: Town Park Costs

FYI

---

**From:** Scott Glaubitz [mailto:SGlaubitz@bseconsult.com]  
**Sent:** Friday, September 02, 2016 6:45 AM  
**To:** Rick Hood (TownAdmin@grantvalkaria.org); rhood@cfl.rr.com  
**Cc:** Julie Bernal; Brooke Higgins  
**Subject:** Town Park Costs

Rick;

BSE is designing a beach access for Barefoot Bay. Off the top of your head or Monday (Tuesday) can you recall the costs for:

- 1) 20' x 40' Pavilions (purchase and install price) Purchase - \$18,360 (30 X 40), \$9,785 (20 X 28) , Install - \$ 23,350 (INCLUDED ALL CONCRETE AND BOTH PAVILLIONS, ALSO INCLUDED 2 10 X 10'S)
- 2) Cooking Grill - Purchase - \$250.00 , Installed by volunteers
- 3) Benches used inside of the Pavilion - Made by volunteers, material costs approximately \$100.00 each for tables, \$50.00 each for benches.
- 4) Restrooms and septic (I probably have those somewhere in our file) Restrooms - \$ 59,950 plus electric service(\$2,500) , Septic - \$ approx. \$4,600 (we bid both the restroom and the security trailer as one bid. Total was \$9,120.00)

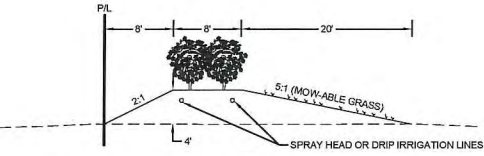
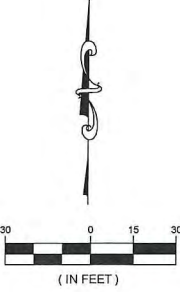
Thanks.

Scott M. Glaubitz PE, PLS  
BSE Consultants, Inc.  
312 South Harbor City Blvd  
Melbourne, Fl. 32901  
321-725-3674 Office  
321-403-1436 Cell  
[sglaubitz@bseconsult.com](mailto:sglaubitz@bseconsult.com)  
Website; [www.bseconsult.com](http://www.bseconsult.com)





- GENERAL NOTES:
1. CLEAR EXOTICS FROM SITE.
  2. NON-PAVED PARKING AND DRIVE AREA, STABILIZED COQUINA OR EQUAL.
  3. PARKING SHOWN AS 12' WIDE x20' DEEP SPACES (MEETS JURISDICTIONAL REQUIREMENT OF 9'x18').



PLANTED AND IRRIGATED BERM; PLANT TYPE(S) TO BE DETERMINED, SEA GRAPES SHOWN  
**LANDSCAPE BERM ADJACENT TO STATE ROAD A-1-A**  
N.T.S.



AERIAL PHOTO PROVIDED BY BREVARD COUNTY PROPERTY APPRAISER 2016  
ELEVATIONS SHOWN REFERENCED TO NORTH AMERICAN VERTICAL DATUM 1988 (NAVD88)

N:\Projects\Barefoot\1131104\DWG\1131104\_200\_001.dwg, August 29, 2016 12:51:38 PM, CDS

DESIGNED BY	SMG/DRB	08/29/16
CHECKED BY		
IN CHARGE		
DATE		
SCALE		
PROJECT NO.		
DRAWING NO.		
SHEET		

**BAREFOOT BAY BEACH PARCEL**



**B.S.E. CONSULTANTS, INC.**  
CONSULTING - ENGINEERING - LAND SURVEYING  
312 SOUTH HARBOR CITY BOULEVARD, SUITE 4  
MELBOURNE, FLORIDA 32901 PHONE: (321) 725-3674 FAX: (321) 723-1159  
CERTIFICATE OF PROFESSIONAL ENGINEERS BUSINESS AUTHORIZATION: 4805  
CERTIFICATE OF LAND SURVEYING BUSINESS AUTHORIZATION: LB0004605



**CONCEPT PLAN "A"**

DRAWING NO.	1131104_200_001
SHEET	1 of 1
PROJECT NO.	11311.04



## John Coffey

---

**From:** Scott Glaubitz  
**Sent:** Wednesday, September 14, 2016 2:32 PM  
**To:** 'John Coffey'; Doyle, Colin  
**Cc:** Julie Bernal  
**Subject:** RE: 516124 Barefoot Bay Beachside Property

Yes, your reply is on the money.

---

**From:** John Coffey [mailto:jcoffey@bbrd.org]  
**Sent:** Wednesday, September 14, 2016 9:16 AM  
**To:** Doyle, Colin <colin.doyle@tlc-eng.com>  
**Cc:** Scott Glaubitz <SGlaubitz@bseconsult.com>; Julie Bernal <JBernal@bseconsult.com>  
**Subject:** RE: 516124 Barefoot Bay Beachside Property

Thanks...

---

**From:** Doyle, Colin [mailto:[colin.doyle@tlc-eng.com](mailto:colin.doyle@tlc-eng.com)]  
**Sent:** Wednesday, September 14, 2016 8:52 AM  
**To:** John Coffey  
**Cc:** Scott Glaubitz; Julie Bernal  
**Subject:** RE: 516124 Barefoot Bay Beachside Property

John,

Per Scott's email 8/19, removal of the exotics is required to permit a site plan through the county. All of the proposed projects would require a site plan. Exotic removal will be the first thing required for any site improvement projects on the property.

In terms of required parking spaces, Scott correct me if I'm wrong, but for parks and recreation areas parking spaces are considered on the specific parks development plan based by its active and passive facilities. This requires a parking study according to Section 62-3206 of the Brevard County Codes. I think what Scott has provided is the maximum number of parking spaces that can be comfortably provided while least impacting the property and minimalist intent of the project. In terms of ADA requirements, it is a percentage of the total number of parking spaces provided. For parking lots between 1-25 spaces (what is currently shown), 1 is required to be ADA.

Regards,

**Colin Doyle, PE**  
*Associate / Structural Project Engineer*

**TLC Engineering for Architecture**  
**Your 2030 Challenge Partner**

874 Dixon Boulevard  
Cocoa, FL 32922

office: 321-636-0274  
direct: 321-877-4239  
fax: 321-639-8986

website: [www.tlc-engineers.com](http://www.tlc-engineers.com)

---

**From:** John Coffey [mailto:[jcoffey@bbrd.org](mailto:jcoffey@bbrd.org)]  
**Sent:** Tuesday, September 13, 2016 1:40 PM  
**To:** Doyle, Colin <[colin.doyle@tlc-eng.com](mailto:colin.doyle@tlc-eng.com)>  
**Cc:** Scott Glaubitz <[SGlaubitz@bseconsult.com](mailto:SGlaubitz@bseconsult.com)>; Julie Bernal <[JBernal@bseconsult.com](mailto:JBernal@bseconsult.com)>  
**Subject:** RE: 516124 Barefoot Bay Beachside Property

Colin,

It looks pretty good. Could you clarify what, if any, are the number of parking space requirements for the restrooms and/or pavilion? I know the folks want parking spaces, but knowing what is required (i.e. number of spaces, number of handicap spaces, etc.) would help. Also, what permitting (restrooms, pavilion, etc.) will trigger the exotic removal?

Sincerely,

John

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

---

**From:** Doyle, Colin [mailto:[colin.doyle@tlc-eng.com](mailto:colin.doyle@tlc-eng.com)]  
**Sent:** Tuesday, September 13, 2016 10:25 AM  
**To:** John W Coffey ([jcoffey@bbrd.org](mailto:jcoffey@bbrd.org))  
**Cc:** Scott Glaubitz; Julie Bernal  
**Subject:** 516124 Barefoot Bay Beachside Property

John,

Please find attached the RoM opinion of cost associated with the site improvements for the Barefoot Bay beachside property developed by Scott and TLC. Please let me know if you have any questions, comments, or concerns.

Regards,

**Colin Doyle, PE**  
*Associate / Structural Project Engineer*

**TLC Engineering for Architecture**  
**Your 2030 Challenge Partner**

874 Dixon Boulevard  
Cocoa, FL 32922

<b>Meeting Date</b>
Sep. 27, 2016



<b>Agenda</b>	
<b>Section</b>	<b>9</b>
<b>Item No</b>	<b>G</b>

Agenda Report  
*Barefoot Bay Recreation District Board of Trustees*

**Subject:** Direction to Advisory Committees

**Dept/Office:** Administration: District Clerk

<b>Requested Action:</b> Direction to Staff
<p><b>Summary Explanation and Background:</b></p> <p>On 23Feb16, the BOT adopted rules for each advisory committee. Trustee Cavaliere requested an agenda item for the BOT to consider giving specific direction to each advisory committee.</p>
<b>Exhibits Attached:</b> N/A
<b>Contact:</b> Frank Cavaliere, Trustee and Dawn Myers, District Clerk
<b>Fiscal Impact:</b> TBD
<b>Contract/Agreement Reviewed by Attorney:</b> N/A
<b>Community Manager's Approval:</b>

<b>Meeting Date</b>
September 27, 2016



<b>Agenda</b>
<b>Section</b> <b>9</b>
<b>Item No</b> <b>H</b>

Agenda Report  
*Barefoot Bay Recreation District Board of Trustees*

**Subject:**      **Discussion Regarding Status of Common Areas/Facilities Designations**

**Dept/Office:**   **Administrative/Legal**

**Requested Action:**

Discuss the Status of BBRD Common Areas/Facilities Designations consistent with applicable laws for Sexual Offenders and Sexual Predators.

**Summary Explanation and Background:**

At the Board's meeting held on September 9, 2016, the Board voted to move forward with designation of the BBRD common areas and facilities consistent with applicable laws prohibiting sexual offenders and sexual predators.

Attorney Repperger is in the process of drafting a Resolution as appropriate and staff is planning to discuss the issue with representatives of the Brevard County Sheriff's Office to ensure that designations are consistent with what is needed for effective and legal enforcement against such sexual offenders and sexual predators on the property of Barefoot Bay Recreation District.

The Board will be advised of the status of these efforts and may discuss the same.

**Exhibits Attached:** None

**Contact :** Clifford R. Repperger, Jr. GrayRobinson, P.A

**Fiscal Impact:** None

**Contract/Agreement Reviewed by Attorney :**    N/A

**Community Manager's Approval :**



# 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:** September 27, 2016

**Subject:** Manager's Report

1. **Home Fire Safety Presentation** – Staff received the attached e-mail from Mike McElrath, Disaster Program Specialist of the American Red Cross – Space Coast Chapter, inquiring if BBRD would want to participate in their Home Fire Campaign program. Staff requests direction from the BOT whether they would like a presentation at a future BOT meeting regarding this program or would the BOT prefer to defer this to the HOA.
2. **FY17 Approved Budget Document** – Beginning on 28Sep16, the FY17 Approved Budget document will be available on [www.bbrd.org](http://www.bbrd.org) and for public inspection in Bldg. F. Copies can be purchased for \$15.00 plus tax. Please call or email District Clerk Myers to reserve a copy for purchase as a limited number were printed and producing additional copies may take a few days.

## John Coffey

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**From:** McElrath, Mike  
**Sent:** Wednesday, September 14, 2016 12:40 PM  
**To:** JCoffey@bbrd.org  
**Subject:** Home Fire Campaign

Hello Mr. Coffey, and good afternoon. I apologize if you are not the proper person to reach out to. My name is Mike McElrath and I am the Disaster Program Specialist for the American Red Cross here in Brevard County. I'm not sure what interaction (if any) that the Red Cross has had with Barefoot Bay in the past, so pardon me if you are already familiar with this. The Red Cross has an ambitious *Home Fire Campaign* which is a national effort to reduce deaths from home fires, which has been a great benefit to communities all throughout the country. We partner with local fire departments and other businesses and organizations in the community to go out and install free smoke alarms in neighborhoods (mostly mobile home communities) and I thought that Barefoot Bay might be a prime area to host an event. Typically, Red Cross volunteers, volunteer firefighters, and other community members go out in teams of 3 or 4 and go door-to-door offering to check existing alarms, install brand new ones, and educate folks about fire safety (escape plan, etc.). We can do this through a national partnership with Kidde Smoke Alarms who supply us with the alarms so that they can be free of charge to the residents. The alarms have a built-in 10-year lithium battery which never needs to be changed. For deaf or hearing-impaired residents, we have the ability to order hearing-impaired bedside alarms, also free of charge. To date, because of the national effort, many lives have been saved. A local fire chief told me recently that, on average, a mobile home can be completely engulfed in flames in as little as 5 minutes....leaving people precious little time to escape unless they are alerted very quickly. A community the size of Barefoot Bay would take quite some time to complete, but I believe it would make your community safer. If you think that this might be something that your community would welcome, we would love to coordinate and make it happen. Feel free to call me anytime, or I can meet in person....whatever is convenient for you. Thank you for your time, and have a wonderful afternoon.

### ***Mike McElrath***

Disaster Program Specialist  
American Red Cross - Space Coast Chapter  
Central Florida Region  
321-745-2706 (office)  
321-261-1523 (cell)  
321-890-1016 (fax)



**“Great things can be achieved with small forces.” ~ Sun Tzu**

# Attorney's Report

# Trustees Liaison Reports

# Incidental Remarks from Trustees

# Audience Participation

# Adjournment