



**BAREFOOT BAY  
RECREATION DISTRICT**

Barefoot Bay Recreation District Regular Meeting  
April 21, 2020 at 7:00 PM  
Building D&E

Agenda

Please turn off all cell phones

- 1. Thought of the Day**
- 2. Pledge of Allegiance to the Flag**
- 3. Roll Call**
- 4. Presentations and Proclamations**
- 5. Approval of Minutes**
  - A. March 13, 2020 BOT Meeting and March 24, 2020 Special Meeting minutes
- 6. Treasurer's Report**
  - A. Treasurer's Report
- 7. Audience Participation**
- 8. Unfinished Business**
  - A. Optional One-Time Retroactive Severance Payment to District Employees Laid off due to COVID-19
  - B. Shopping Center Lease for Building 2 Suite 3. Holy Canolli, L.L.C. (Lessee)
  - C. Name the Facilities Contest
- 9. New Business**
  - A. Resolution Adopting Rules and Procedures for Meetings Via Communications Media Technology
  - B. Temporary Suspension of ARCC Meeting and Permit Approval Procedures
  - C. DOR Violations
    - i. DOR Violation 20-000885 922 Fir Street
    - ii. DOR Violation 20-000931 1012 Royal Palm Drive
    - iii. DOR Violation 20-000963 1374 Barefoot Circle
    - iv. DOR Violation 20-000959 1376 Barefoot Circle
    - v. DOR Violation 19-004867 833 Vireo Drive
  - D. Building A Renovations RFP Evaluation Committee Recommendation

- E. Lounge Roof Replacement Award of Contract
- F. Pool #1 Walkway Roof Replacement, Phase 2 Award of Contract
- G. Pool #2 Restroom Roof Replacement Award of Contract
- H. Pool #3 Restroom Roof Replacement Award of Contract
- I. Transition Announcement Letter

**10. Manager's Report**

- A. Community Manager's Report

**11. Attorney's Report**

**12. Incidental Trustee Remarks**

**13. Adjournment**

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

Barefoot Bay Recreation District Regular Meeting



# BAREFOOT BAY RECREATION DISTRICT

Board of Trustees Regular Meeting

March 13, 2020

1PM –Building D&E

## Meeting Called to Order

The Barefoot Bay Recreation District Board of Trustees held a Meeting on March 13, 2020 Building D&E 1225 Barefoot Boulevard, Barefoot Bay, Florida. Mr. Klosky called the meeting to order at 1PM.

## Pledge of Allegiance to the Flag

Led by Mr. Maino.

## Roll Call

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

## Presentations and Proclamations

Mr. Klosky presented employees Eric Bershot and Christopher Burke with 5-year Appreciation Award. The BOT presented the St. Patrick's Day Proclamation accepted by Jack Reddy. Ms. Henderson made motion to approve resolution. Second by Mr. Compton. Motion passes unanimously.

## Approval of Minutes

*Mr. Compton made a motion to approve the minutes dated February 25th, 2020. Second by Ms. Henderson. Motion passed unanimously.*

## Treasurer's Report

*Mr. Compton made a motion to approve the Treasurer's Report for March 13th, 2020 as read. Second by Mr. Maino. Motion passed unanimously.*

## Audience Participation

Elaine Bershot-Remind CVO Comedy Show has been postponed.

Rich Shetlow-636 Marlin Circle-Doesn't consider name the facilities to be an authentic contest. Disapproved of changing the names and approved of having a box on the ballot that says no change (option no). No provisions for homebound or handicapped/no longer have a mailout vote. No one asked to see id when he voted. No secure station for voting exists. Boards actually picks the winner/thinks voting should be stopped  
Mary Mcgrath-813 Silvercorn Ct-supporting Leesburg concrete proposal

Jack Reddy-806 Tamarind Circle- Stated voting can be accomplished at the CVO and Admin building (Spoke on behalf of George Baldwin). Thanked recognition of the Irish Club. Parade is Cancelled due to Corona



# BAREFOOT BAY RECREATION DISTRICT

Virus. Dinner dance decision will be decided by Monday

Judy Alan-600 Segull Drive- the way the sand has been pushed back on the beach, the fishing carts cannot be accommodated

Jan Hanopy-wants hand sanitizer dispensers for all common areas.

## **Unfinished Business**

### **Replacement of Two (Golf Course) Greens Award of Contract**

Mr. Coffey wanted direction/Staff recommends from the board to approve the proposal from ABM

Ms. Henderson spoke on holding off on replacing the greens and repairing the irrigation system. Mr. Compton asked if the greens are repaired, will they come back in a better condition. Mr. Cruz responded that he cannot predict if the condition of the greens will improve or stay the same. Mr. Cruz also recommends following the recommendation of ABM. Mr. Compton voiced concern over ABM cost proposal and not taking accountability for damage that may be created from repairing the greens. Ms. Henderson is in favor of postponing preparing the greens and putting the irrigation system in FY21.

Jean Osbourne-Spoke in favor of replacing the greens.

### **Bernie Silveria-Cashew Circle-Spoke in favor of an irrigation system over the greens**

*Mr. Maino made a motion to approve the contract. Second by Mr. Compton. Motion fails 3-1. Ms. Henderson, Mr. Compton and Mr. Klosky dissent.*

*Ms. Henderson made a motion to move irrigation system repairs to FY 21. Second by Mr. Compton. Motion passes 3-1. Mr. Maino dissents.*

### **Lounge/Lakeside Expansion Design Proposal**

Mr. Coffey spoke about the meeting held with the design team, went over various options within the budget and what was recommended. Explains that it would be done in two phases.

Rich Schatlow-voiced his concern over the cost of the proposal. Spoke in favor of building a new building in the shopping plaza and repurpose building A and the Lounge. Would like the name of the facilities contest being discussed during this meeting.

*Ms. Mendez spoke about the slider being included in the design plan on the southside of the Lounge*

Staff recommends approval of the design

*Ms. Henderson made a motion to accept the Lounge/Lakeside Expansion Design Proposal. Second by Mr. Compton. Ms. Henderson withdrew the motion.*

*Ms. Henderson made a motion to approve design work for phase I. Motion died for lack of a second.*

*Mr. Compton made a motion to accept the Lounge/Lakeside Expansion Design Proposal. Second by Ms. Henderson. Motion passes unanimously.*

### **Bernie Silveria-964 Cashew Circle-Spoke in favor of moving forward with Phase I**

**Cindy Johnson-1143 Tequesta Drive-Spoke in favor of the proposal but also adding drop down shades into the proposal.**



# BAREFOOT BAY RECREATION DISTRICT

## New Business

### **DOR violation 19-004998 602 Sea-Gull Drive**

*Mr. Compton made a motion to refer case #19-004998 Sea-Gull Drive to General Counsel Repperger for legal action, equitable or other appropriate action with failure to comply. If the BOT brings any such action to enforce DOR, the charge for such action shall be charged to the Respondents account and shall constitute as a lien. Second by Mr. Henderson. Motion passed unanimously.*

### **DOR Violation 19-005046 947 Jacaranda Drive**

*Mr. Maino made a motion to refer case #19-005046 947 Jacaranda Drive to General Counsel Repperger for legal action, equitable or other appropriate action with failure to comply. If the BOT brings any such action to enforce DOR, the charge for such action shall be charged to the Respondents account and shall constitute as a lien. Second by Mr. Compton. Motion passed unanimously.*

### **Discussion of Combining Lots (as permitted under the DOR)**

Mr. Compton spoke about the tradition of combining lots to save money on assessment fees. Mr. Compton voiced his concern a that combining lots does not make the budget go down but keeps it the same when combining lots. Asking recommendation from the trustees on if the policy should be changed. In favor of grandfathering in those who already have double lots. He is speaking on future lots.

**Tom Nelson**-Spoke about Mr. Compton's survey on fb. It was not the county that made the decision but Barefoot Bay that made that decision to only charge 1 fee. Spoke in favor of paying 2 assessment fees moving forward if they have two lots. Define what constitutes as combining two lots.

Louis Crouse-808 Sapadilla Dr.-Spoke in favor of it being a referendum. Would not be appropriate to give it to the ARCC for a determination.

*Mr. Compton made a motion to amend the DOR to remove the dual lot provision requiring an assessment fee to be paid for each individual lot and to grandfather and double lots. on any lot a resident owns. Second by Ms. Henderson. Motion passes 3-1. Mr. Maino dissents.*

### **Beach Prefabricated Restrooms RFP Evaluation Committee Recommendation**

Staff recommends awarding of the contract to Leesburg Concrete in the amount of

Rich Schatlow-Spoke that the proposal will not cover the entire cost of the project and asked why there is no referendum for this project. Mr. Repperger responded that the project has an operation exemption. Operational replacement of an existing facility is outside of the cap requirement. Mr. Repperger considered an upgrade on an existing facility and improving ADA compliance.



# BAREFOOT BAY RECREATION DISTRICT

*Mr. Maino made motion to award the contract to Leesburg Concrete in the amount of. Second by Ms. Henderson. Motion passes unanimously.*

## **Manager's Report**

### Coronavirus Planning Summary

BBRD senior staff have been monitoring and planning for worst case coronavirus scenario as we do with any other threat to BBRD operations. BBRD does not provide any essential services as compared to other forms of government (i.e law enforcement, fire/rescue, water/wastewater services, etc.). Hence, it is possible for the 90% of workforce to

Operations will remain as planned as long as BBRD has adequate staffing and demand for services by residents/guests.

- If BBRD starts to have numerous employees calling in sick and unable to come back to work for a while, staff will either limit specific operations or close specific amenities (i.e. Lounge, 19th Hole, Golf Course, Music Bingo, etc.) on a case by case basis.
- A significant amount of administrative procedures (i.e. Finance, H.R. District Clerk functions, overall management, etc.) can be performed remotely with limited on-site office time. If and when people start working from home the approval for said action will be handled on a case-by-case and only upon my authorization.
- All Department managers were instructed to discreetly inform their staff that no one will lose their jobs for a lengthy absence related to this virus (i.e. recuperating themselves or caring for an immediate family member). I asked them not to post a notice as the media is doing a good enough job in scaring people.
- The public will be advised of any reduction in hours of operations or closures via MailChimp mass e-mails and via the two marquee signs.

Staff asked direction for large events. Mr. Maino spoke in favor of putting out statement to Barefoot Bay Residents. Consider cancel large inside events with over \$200 people. Don't want to financial well-being of our staff. Mr. Compton spoke in favor of err on the side of caution and leave it up to the Community Manager for direction. Ms. Henderson spoke in favor of examining those with large gatherings. Mr. Klosky spoke in favor of staff making a decision.

### Finance

- \$3,863,365.00 (gross) or 85.8% of the annual assessment receipts were received as of March 6th, 2020. Details are attached.

### Resident Relations



# BAREFOOT BAY RECREATION DISTRICT

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

- 3 Old Business – 2 approved and 1 denied
- 17 Consent Items – all approved
- 17 Other Items -all approved

## **ARCC Meeting 03/17/20**

- Next meeting

**VC Meeting 02/28/20** was canceled

## **VC Meeting 03/13/20**

- 18 Cases on the agenda

## **VC Meeting 03/27/20**

- Next meeting

## **February Interesting Statistics**

- 40 home sales
- 52 new badges issued

To accommodate our residents during the new badge process, the Administration building, will be open on the following Saturdays to take pictures from 9am to Noon:

- March 21, 2020
- March 28, 2020
- April 04, 2020
- April 18, 2020

## Food & Beverage

This year's **Saint Patrick's Day** celebration will be held on Monday, March 16, 2020 due to Presidential preference election on March 17, 2020. A full day of events is planned. Tickets are now on sale for



# BAREFOOT BAY RECREATION DISTRICT

Corned Beef Sandwiches or dinners on February 21st at the Lounge, the 19th Hole and the Administration Building.

Anyone who has purchased a ticket and does not use it can trade it in for a similarly valued Food & Beverage gift certificate at the Administration Building starting on March 17<sup>th</sup>.

The **Dueling Pianos** are coming to Barefoot Bay for two shows on March 28th and March 29th. A few tickets are \$15 are still available at the Administration Building.

An **Easter Sunday Brunch** will be offered at the 19th Hole on April 12th from 8-11am. No tickets required.

Tickets for the **Mother's Day lunch** will go on sale Monday, April 13th at the Lounge, the 19th Hole and Administration Building.

Flyers with all the details are posted.

## Golf-Pro Shop

- Tournaments at BBRD Golf Course:
  - BBRD Club Championship
    - March 19th – 21st
    - Pairing Dinner Thursday Night at 6pm (Bldg. A)
    - Tournament Tee Times Friday and Saturday
    - \$34/9 Holes
    - \$43 18 Holes
    - Sign up at pro shop on-going
  - Martini League End of Season Tournament
    - March 31<sup>st</sup>, 3pm Shotgun
    - Based on golf membership status
    - Sign up at pro shop on-going
- Netting on Number 1 tee damaged by wind: Repaired





# BAREFOOT BAY RECREATION DISTRICT

## Property Services

- Completed Storm water repair work at east lake and installed sod
- Repaired broken posts around the Pool 1 area
- Placed new memorial bench at Veterans Way
- Replaced 2 broken hydraulic lines on the backhoe
- Continued work on the miniature golf course
- Replaced lock on the beach and looked for new vendor for the locks
- Rebuilt doors on the Shopping Center shed
- Replaced AC unit on the east side of D/E Building
- Began replacement of the Building A kitchen panel
- Repaired handicap access door at the lounge
- Continued soliciting bids and quotes for various projects

## General Information

- FY21 Working Draft Budget (WDPB):
  - The Trustees will receive their copy between on March 31<sup>st</sup> (Policy Manual deadline is April 1<sup>st</sup>)
  - FY21 WDPB Resident's Budgets (condensed version containing the transmittal letter and line-item budgets) will be available free to residents starting Thursday, April 2<sup>nd</sup> at the Administration Building.
  - Electronic copies of the FY21 WDPB and FY21 WDPB Resident's Budget will be available on [www.bbrd.org](http://www.bbrd.org) starting Friday, April 3<sup>rd</sup>.
  - The first BOT Budget Workshop is Tuesday, April 21<sup>st</sup> in Building D/E at 7pm
- Reminder the **1<sup>st</sup> BOT meeting in April is Friday the 3<sup>rd</sup> at 1pm** due to the 2<sup>nd</sup> Friday being Good Friday and during Passover.



# BAREFOOT BAY RECREATION DISTRICT

## **Attorney's Report**

Mr. Repperger about the language changes to the DOR and adding the amendment for lot language. Gave an update on various cases, one of the worse (715 Barefoot Bay Blvd) came into compliance. A hearing date should be coming soon on the Blissful Things Case.

## **Incidental Trustee Remarks**

Mr. Klosky spoke in favor of cancelling BOT meeting on March 24, 2020. Maino in favor

Mr. Compton suggested making it a DOR workshop instead. BOT are all in agreement to cancel the BOT meeting and hold a workshop on March 24, 2020

Mr. Compton made a motion to cancel the meeting and hold a workshop. Second by Ms. Henderson. Motion passes unanimously

## **Adjournment**

The next meeting will be on April 3, 2020 at 1pm in Building D/E

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

Meeting adjourned at 3:47 pm

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Roger Compton, Secretary

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Stephanie Brown, District Clerk



# BAREFOOT BAY RECREATION DISTRICT

Board of Trustees Special Meeting  
Tuesday, March 24, 2020  
7PM –Building D&E

## Meeting Called to Order

The Barefoot Bay Recreation District Board of Trustees held a Meeting on March 24, 2020 Building D&E 1225 Barefoot Boulevard, Barefoot Bay, Florida. Mr. Klosky called the meeting to order at 7PM.

## Pledge of Allegiance to the Flag

Led by Mr. Armington.

## Roll Call

Present: Mr. Klosky, Ms. Henderson, Mr. Maino and Mr. Compton. Also, present, John W. Coffey, ICMA-CM, Community Manager, and Rich Armington, Resident Relations Manager. Mr. Loveland was excused.

## Audience Participation

Susan Kinscherf 379 Egret Cir-spoke in favor of opening the pools. She also voiced her concern about BBRD staff being laid off.

Tori Berndsen 707 Silverthorn-spoke in favor of opening the pools.

## COVID-19 Virus Impacts

### Closures

Mr. Coffey gave a briefing on closed amenities and canceled events. He stated that the assessment fee only covers 60% of BBRD operations and that is why some staff members have been laid off.

Mr. Klosky spoke in favor of pools being closed for resident safety. Mr. Maino spoke in favor of keeping everything closed until the CDC says that it is safe and fully supports Mr. Coffey and his administration staff. Ms. Henderson agreed that all amenities should remain closed. Mr. Compton also agreed that buildings should remain closed and reassessing the situation in another two weeks.

### Virtual Meetings/Streaming

Mr. Maino asked about progress on establishing virtual meetings. Mr. Coffey responded by giving an overview of the technical issues as well as the criteria needed to be compliant with FL Sunshine Laws. He also stated that a rule would have to be adopted to enable Trustees to attend remotely. April 3, 2020 is tentatively set as the first live streamed meeting.

Mr. Compton asked if live streaming could be made the only option. Mr. Coffey responded that the public must be able to participate. Mr. Compton spoke in favor of Trustees physically attending BOT meetings while the audience was virtual. Mr. Compton asked Mr. Maino if he would be comfortable coming in without an audience. Mr. Maino responded yes.

Rick Berndsen-Agreed with Mr. Compton about having things separated.



# BAREFOOT BAY RECREATION DISTRICT

## Employee Lay-Offs

Mr. Maino spoke in favor of a financial package to assist employees that are laid off and those that may be laid off. Mr. Compton asked Mr. Armington how an employee's unemployment would be affected if BBRD were to issue a check after unemployment had already been filed. Mr. Armington responded that the employee would lose some benefits. Ms. Henderson and Mr. Klosky wanted clarification on how long he would like to pay employees. Mr. Compton responded that he would like to pay them \$58.00 a week, based on longevity. Mr. Maino asked how many BBRD employees have applied for unemployment. Mr. Armington responded 8 so far, but that he foresees that over 80 percent of those laid off will apply. Mr. Coffey stated paying laid off employees would need to be adopted by resolution per General Counsel Mr. Repperger. Mr. Maino proposes that if we are still in quarantine after the next two weeks, that we pay part-time workers for another two weeks and asked for Mr. Coffey's recommendation. Mr. Coffey responded that the decision is ultimately up to the Board but suggests thinking about how to balance out the budget. Mr. Compton would also like to know how much the total cost would be to pay BBRD employees for two weeks. All Trustees agreed to table the decision until the April 3, 2020 Board Meeting.

Eric Van Berschot 379 Dolphin Cir-asked if a side charity be formed to pool money for those who need it. Mr. Compton and Mr. Maino agreed that it was a good idea.

## Adjournment

The next meeting will be on April 3, 2020 at 1pm in Building D/E

Ms. Henderson made a motion to adjourn. Second by Mr. Compton. Mr. Klosky adjourned.

Meeting adjourned at 8:10 pm

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Roger Compton, Secretary

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Stephanie Brown, District Clerk



# BAREFOOT BAY RECREATION DISTRICT

RFP Evaluation Committee

Building 'A' RFP

Thursday, April 2, 2020

10 AM-Administration Conference Room

## Meeting Called to Order

The Barefoot Bay Recreation District RFP Evaluation Committee held a Meeting on April 2, 2020 in the Administration Building Conference Room, 625 Barefoot Boulevard, Barefoot Bay, Florida. Committee Chairman Trustee Compton called the meeting to order at 10AM.

## Pledge of Allegiance

Led by Committee member Chairman Klosky.

## Roll call

Present: Committee Chairman Trustee Compton, Committee member Mendes, Committee member Chairman Klosky, Committee member Coffey and Trustee Henderson

Excused: Committee member Ann Manzo

## Approval of minutes

Committee member Mendes made a motion to approve the minutes. Second by Committee Chairman Trustee Compton. Motion passes unanimously.

## RFP review

Committee member Mendes made a motion to recommend approval of the Parkit proposal to the BOT. Second by Committee Chairman Trustee Compton. Motion passes unanimously.

## Adjournment

A motion was made by Committee Chairman Trustee Compton to adjourn. Second by Committee member Mendes.

Meeting adjourned at 10:06am.

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Roger Compton, Secretary

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Stephanie Brown, District Clerk

# Barefoot Bay Recreation District

## Treasurer's Report

April 21, 2020

### Cash Balances in General Fund as of 4/13/20

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

### Operating Cash in Banks

MB&T Operating Account 2,989,433.86  
**Total Operating Accounts:** **2,989,433.86**

### Interest Bearing Accounts

SBA Reserve Account 696,769.58  
**Total Interest Bearing Accounts** **696,769.58**

**Total Cash Balances in General Fund:** **\$ 3,688,703.44**

### Total Daily Deposits and Assessments Received for 3/6 - 4/13/20

Daily deposits: \$ 166,735.88  
 Assessments received: -  
**Total Deposits Received** **\$ 166,735.88**

### Expenditures over \$5,000 for 3/6 - 4/13/20

Check Number	Vendor	Description	Check Amount
54996	Imperial Imprinting LLC	Festival Merchandise	5,466.90
55000	Next Generation Air & Heat Inc.	Replacement A/C unit - Bldg D&E	5,669.00
55031	ABM Landscape & Turf Services	Lawn Maintenance: 3/2020	38,691.16
55053	Florida Municipal Insurance Trust	Third installment billing: FY19/20	36,668.26
55090	Zambelli Fireworks	50% Deposit on 7/5/20 Fireworks Display	5,000.00
55265	Florida Power & Light Co	Electricity - 2/2020	5,826.85
55266	Health First Health Plans Inc	Employee Health Ins: 4/2020	23,920.70
55275	Special District Services, Inc	Management Fee: 3/2020	13,264.59
55333	Rossway Swan et. al. P.L.	Legal: 3/2020	11,903.63
55370	Leesburg Concrete Co Inc	Beach Restroom Deposit	6,446.00
	Paychex	Net Payroll: PPE 3/15/2020	63,665.96
	US Treasury	Payroll Tax: PPE 3/15/2020	19,244.57
	FL DOR	Sales Tax February 2020	17,242.45
	Paychex	Net Payroll: PPE 3/29/2020	57,782.17
	US Treasury	Payroll Tax: PPE 3/29/2020	16,675.94
	FL DOR	Sales Tax March 2020	11,927.67
<b>Total Expenditures over \$5,000</b>			<b>\$ 339,395.85</b>

**Board of Trustees Meeting Agenda Memo**

Date: Tuesday, April 21, 2020

Title: **Optional One-Time Retroactive Severance Payment to District Employees Laid off due to COVID-19**

Section & Item: 8.A

Department: Administration, Finance

Fiscal Impact: \$25,863.11

Contact: Cliff Repperger, General Counsel, General Counsel, John W. Coffey ICMA-CM, Community Manager, Charles Henley, Finance Manager

Attachments: Resolution Authorizing Retroactive Severance Pay Amount to BBRD Employees Laid Off Due to COVID19, Exhibit A 2020 06 Laid off Employees Severance Pay Totals

Reviewed by

General

Counsel: Yes

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



**Requested Action by BOT**

Consider draft Resolution 2020-06 offering an optional one-time severance pay amount for District employees laid off due to COVID-19.

**Background and Summary Information**

Given the COVID-19 situation, Barefoot Bay Recreation District has been forced to lay off fifty-one (51) full and part-time employees working at District facilities to date. At the BOT Special Meeting held on March 24, 2020, the Board directed staff to evaluate the structure and fiscal impact of a two-week severance payment to laid off employees.

District Staff and General Counsel Repperger have evaluated the issue and have concluded that the severance pay offering, if approved by the BOT, should be structured as an optional one-time retroactive severance pay offering as outlined in the attached resolution. Approval of Resolution 2020-06 would have a maximum fiscal impact of \$25,863.11.

**RESOLUTION 2020 - 06**

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE BAREFOOT BAY RECREATION DISTRICT; AUTHORIZING AN OPTIONAL ONE-TIME RETROACTIVE TWO-WEEK SERVERANCE PAY AMOUNT TO DISTRICT EMPLOYEES LAID OFF DUE TO COVID-19; PROVIDING FOR SEVERABILITY; PROVIDING A REPEALING CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, COVID-19 is a severe acute respiratory illness that can spread among humans through respiratory transmission and presents with symptoms similar to those of influenza; and

**WHEREAS**, on March 1, 2020, Executive Order 20-51 was rendered by Governor Ron DeSantis, directing the Florida Department of Health to issue a Public Health Emergency; and  
and

**WHEREAS**, on March 1, 2020, the State Surgeon General and State Health Officer declared a Public Health Emergency exists in the State of Florida as a result of COVID-19; and  
and

**WHEREAS**, on March 9, 2020 Governor DeSantis declared a State of Emergency in the State of Florida due to the effects of COVID-19 via Executive Order 20-52 which expires May 8, 2020; and

**WHEREAS**, Section 4.D.1. of Executive Order 20-52 authorizes each political subdivision within the State of Florida to waive any procedures and formalities required of the political subdivision by law pertaining to the performance of public work and taking whatever prudent action is necessary to ensure the health, safety, and welfare of the community;

**WHEREAS**, on March 16, 2020, President Donald J. Trump and the Centers for Disease Control and Prevention ("CDC") issued the "15 Days to Slow the Spread" guidance advising individuals to adopt far-reaching social distancing measures, such as avoiding gatherings of more than 10 people, and in states with evidence of community spread, recommending restrictions to certain establishments conducive to mass gatherings and congregations; and

**WHEREAS**, on March 29, 2020, the President extended such guidance to be in effect until April 30, 2020; and

**WHEREAS**, on March 31, 2020, the President updated the guidance, renaming it "30 Days to Slow the Spread", and along with the White House Coronavirus Task Force urged Americans to continue to adhere to the guidelines and expand community mitigation efforts; and



**WHEREAS**, on April 1, 2020, Governor DeSantis issued Executive Order 20-91 providing that all persons in Florida shall limit their movements and personal interactions outside of their home to only those necessary to obtain or provide essential services or conduct essential activities until April 30, 2020; and

**WHEREAS**, due to the situation associated with COVID-19, Barefoot Bay Recreation District has been forced to lay off fifty-one (51) full and part-time employees working at District facilities to date; and

**WHEREAS**, the Board of Trustees desires to lessen the financial hardship suffered by District employees laid off as a result of the COVID-19 situation by authorizing the offer of an optional one-time retroactive two-week severance pay amount to said employees;

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

**SECTION 1. OPTIONAL ONE-TIME RETROACTIVE SEVERANCE PAY OFFERING TO EMPLOYEES LAID OFF DUE TO COVID-19.**

1. The Board of Trustees acknowledges the financial hardship suffered by District employees who have been laid off due to the local, state, and federal level responses to COVID-19 and various Executive Orders issued by Governor DeSantis which have necessitated the closure of certain District facilities.
2. The Board of Trustees hereby authorizes the payment of an optional one-time severance pay offering to District employees laid off by the District in response to COVID-19.
3. District employees who have been laid off in response to COVID-19 may elect to receive a severance pay amount retroactive to the pay period ending March 29, 2020 (the pay period in which layoffs occurred). The amount of severance pay offered to qualified employees shall be calculated based upon the amount of pay earned by the laid off employee during the preceding two-week pay period ending March 15, 2020 (the last full pay period ending prior to the layoffs taking effect).
4. The total amount of severance pay offered (broken out by each laid off employee) is attached and incorporated to this Resolution as Exhibit "A." The total amount of severance pay offered is reflected on Exhibit "A" to be \$25,863.11, which is the maximum amount of retroactive severance pay authorized to be paid to qualified laid off employees by the Board of Trustees.
5. Any laid off employee who qualifies for a severance pay amount pursuant to this Resolution, but who had not exhausted any remaining available leave time as of March 29, 2020, shall receive their severance pay amount (if elected by the employee) at the same time that the pay check is issued for their final pay period in which any remaining leave time is exhausted.

6. Acceptance of the optional one-time retroactive severance pay offering is not mandatory and is not an automatic entitlement. Employees electing to receive the optional one-time retroactive severance pay shall be required to execute an acceptance and waiver of claims in a form acceptable to the District prior to receiving the severance amount.
7. Payment of the optional one-time retroactive severance payment to employees shall be processed through normal payroll for District employees and shall be subject to all applicable payroll taxes and deductions.
8. Acceptance of the one-time retroactive severance payment by an employee shall not entitle the employee to any additional employment benefits of any kind whatsoever beyond those held by the employee on the date of their separation from employment with the District. The District shall have no other obligation to any qualified laid off employee accepting the one-time retroactive severance payment beyond the payment of the severance amount.
9. Payment of the one-time retroactive severance payment is solely limited to the employees identified on Exhibit "A" and shall not entitle any other current District employee (not currently laid off in response to COVID-19) to any additional pay or other benefit.

**SECTION 2. SEVERABILITY:** Should any section or provision of this Resolution be declared by a court of competent jurisdiction to be invalid, that decision shall not affect the validity of the Resolution as a whole or any part thereof, other than the part so declared to be invalid.

**SECTION 3. REPEALING CLAUSE:** All other Resolutions or part of Resolutions in conflict herewith, are to the extent of such conflict, hereby repealed.

**SECTION 4. EFFECTIVE DATE:** This Resolution shall be in full force and effective immediately upon adoption and publication as provided by law.

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

Chairman Joseph Klosky	_____
Trustee Michael R. Maino	_____
Trustee Roger Compton	_____
Trustee Randy Loveland	_____
Trustee Luann Henderson	_____

The Chairman thereupon declared this Resolution Passed and Adopted this 21<sup>st</sup> day of April 2020.

BAREFOOT BAY RECREATION DISTRICT

By: \_\_\_\_\_  
JOSEPH KLOSKY,  
CHAIRMAN

Attest: \_\_\_\_\_  
ROGER COMPTON,  
SECRETARY

Laid off staff

Type	Status	Org Level 1	Pay Rate	Hours Wk 1	Hours Wk 2	Pay Period	Payroll Tax	Total Cost
Part Time	Layoff	7210 Food and Bever	\$ 11.10	33.00	33.00	\$ 732.60	\$ 56.04	\$ 788.64
Part Time	Layoff	7210 Food and Bever	\$ 5.71	32.50	32.50	\$ 371.15	\$ 28.39	\$ 399.54
Part Time	Layoff	7210 Food and Bever	\$ 11.83	17.67	17.67	\$ 418.07	\$ 31.98	\$ 450.05
Part Time	Layoff	7210 Food and Bever	\$ 7.76	16.17	16.17	\$ 250.96	\$ 19.20	\$ 270.16
Part Time	Layoff	7210 Food and Bever	\$ 5.54	40.00	40.00	\$ 443.20	\$ 33.90	\$ 477.10
Part Time	Layoff	7210 Food and Bever	\$ 5.54	26.08	26.08	\$ 288.97	\$ 22.11	\$ 311.08
Part Time	Layoff	7210 Food and Bever	\$ 9.38	20.58	20.58	\$ 386.08	\$ 29.54	\$ 415.62
Part Time	Layoff	7210 Food and Bever	\$ 5.63	9.83	9.83	\$ 110.69	\$ 8.47	\$ 119.16
Part Time	Layoff	7210 Food and Bever	\$ 5.54	30.75	30.75	\$ 340.71	\$ 26.06	\$ 366.77
Part Time	Layoff	7210 Food and Bever	\$ 11.89	11.58	11.58	\$ 275.37	\$ 21.07	\$ 296.44
Full Time	Layoff	7210 Food and Bever	\$ 8.01	38.33	38.33	\$ 614.05	\$ 46.97	\$ 661.02
Part Time	Layoff	7210 Food and Bever	\$ 5.67	35.58	35.58	\$ 403.48	\$ 30.87	\$ 434.35
Part Time	Layoff	7210 Food and Bever	\$ 8.83	8.92	8.92	\$ 157.53	\$ 12.05	\$ 169.58
Part Time	Layoff	7210 Food and Bever	\$ 14.59	32.25	32.25	\$ 941.06	\$ 71.99	\$ 1,013.05
Part Time	Layoff	7210 Food and Bever	\$ 8.14	28.25	28.25	\$ 459.91	\$ 35.18	\$ 495.09
Part Time	Layoff	7210 Food and Bever	\$ 8.38	35.50	35.50	\$ 594.98	\$ 45.52	\$ 640.50
Part Time	Layoff	7210 Food and Bever	\$ 5.63	20.33	20.33	\$ 228.92	\$ 17.51	\$ 246.43
Part Time	Layoff	7210 Food and Bever	\$ 6.03	31.58	31.58	\$ 380.85	\$ 29.14	\$ 409.99
Part Time	Layoff	7210 Food and Bever	\$ 5.73	6.92	6.92	\$ 79.30	\$ 6.07	\$ 85.37
Part Time	Layoff	7210 Food and Bever	\$ 12.42	23.58	23.58	\$ 585.73	\$ 44.81	\$ 630.54
Part Time	Layoff	7210 Food and Bever	\$ 12.18	32.67	32.67	\$ 795.84	\$ 60.88	\$ 856.72
Part Time	Layoff	7210 Food and Bever	\$ 5.54	30.17	30.17	\$ 334.28	\$ 25.57	\$ 359.85
Part Time	Layoff	7210 Food and Bever	\$ 9.38	19.92	19.92	\$ 373.70	\$ 28.59	\$ 402.29
Part Time	Layoff	7210 Food and Bever	\$ 5.98	12.75	12.75	\$ 152.49	\$ 11.67	\$ 164.16
Full Time	Layoff	7210 Food and Bever	\$ 18.00	40.00	40.00	\$ 1,440.00	\$ 110.16	\$ 1,550.16
Part Time	Layoff	7210 Food and Bever	\$ 8.92	11.92	11.92	\$ 212.65	\$ 16.27	\$ 228.92
Part Time	Layoff	7210 Food and Bever	\$ 5.67	24.50	24.50	\$ 277.83	\$ 21.25	\$ 299.08
Part Time	Layoff	7210 Food and Bever	\$ 11.02	22.75	22.75	\$ 501.41	\$ 38.36	\$ 539.77
Part Time	Layoff	7210 Food and Bever	\$ 6.06	28.58	28.58	\$ 346.39	\$ 26.50	\$ 372.89
Part Time	Layoff	7210 Food and Bever	\$ 5.67	21.33	21.33	\$ 241.88	\$ 18.50	\$ 260.38
Part Time	Layoff	7210 Food and Bever	\$ 10.15	35.08	35.08	\$ 712.12	\$ 54.48	\$ 766.60
Full Time	Layoff	7210 Food and Bever	\$ 14.44	38.75	38.75	\$ 1,119.10	\$ 85.61	\$ 1,204.71
Full Time	Layoff	7210 Food and Bever	\$ 17.85	40.00	40.00	\$ 1,428.00	\$ 109.24	\$ 1,537.24
Part Time	Layoff	7210 Food and Bever	\$ 11.55	11.67	11.67	\$ 269.58	\$ 20.62	\$ 290.20
Part Time	Layoff	7210 Food and Bever	\$ 15.07	33.42	33.42	\$ 1,007.28	\$ 77.06	\$ 1,084.34
Part Time	Layoff	7220 Resident Relati	\$ 13.51	22.83	22.83	\$ 616.87	\$ 47.19	\$ 664.06
Part Time	Layoff	7220 Resident Relati	\$ 13.51	30.67	30.67	\$ 828.70	\$ 63.40	\$ 892.10
Part Time	Layoff	7220 Resident Relati	\$ 13.51	23.75	23.75	\$ 641.73	\$ 49.09	\$ 690.82
Part Time	Layoff	7230 Golf	\$ 10.15	15.08	15.08	\$ 306.12	\$ 23.42	\$ 329.54
Part Time	Layoff	7230 Golf	\$ 10.57	14.00	14.00	\$ 295.96	\$ 22.64	\$ 318.60
Part Time	Layoff	7230 Golf	\$ 9.10	15.25	15.25	\$ 277.55	\$ 21.23	\$ 298.78
Part Time	Layoff	7241 Property Servic	\$ 10.32	18.67	18.67	\$ 385.35	\$ 29.48	\$ 414.83
Part Time	Layoff	7241 Property Servic	\$ 10.26	16.75	16.75	\$ 343.71	\$ 26.29	\$ 370.00
Part Time	Layoff	7241 Property Servic	\$ 9.69	8.08	8.08	\$ 156.59	\$ 11.98	\$ 168.57
Part Time	Layoff	7241 Property Servic	\$ 10.15	23.67	23.67	\$ 480.50	\$ 36.76	\$ 517.26
Part Time	Layoff	7241 Property Servic	\$ 10.34	18.75	18.75	\$ 387.75	\$ 29.66	\$ 417.41
Part Time	Layoff	7241 Property Servic	\$ 10.42	22.92	22.92	\$ 477.65	\$ 36.54	\$ 514.19
Part Time	Layoff	7241 Property Servic	\$ 10.42	26.25	26.25	\$ 547.05	\$ 41.85	\$ 588.90
Part Time	Layoff	7241 Property Servic	\$ 9.69	17.58	17.58	\$ 340.70	\$ 26.06	\$ 366.76
Part Time	Layoff	7241 Property Servic	\$ 9.27	23.75	23.75	\$ 440.33	\$ 33.68	\$ 474.01
Part Time	Layoff	7241 Property Servic	\$ 8.78	12.67	12.67	\$ 222.49	\$ 17.02	\$ 239.51
				1,213.58	1,213.58	\$ 24,025.19	\$ 1,837.92	\$ 25,863.11

EXHIBIT "A"

**Board of Trustees**

**Meeting Agenda Memo**

Date: Tuesday, April 21, 2020

Title: **Shopping Center Lease for Building 2 Suite 3. Holy Canolli, L.L.C. (Lessee)**

Section & Item: 8.B

Department: Shopping Center

Fiscal Impact: \$14,876.64 Annual Rent, Property Taxes, and CAM, minus sales tax

Contact: Cliff Repperger, General Counsel, General Counsel, John W. Coffey ICMA-CM, Community Manager, Charles Henley, Finance Manager

Attachments: Draft Lease Agreement McCarthy (Holy Canolli) (Revised 041420), Draft Guaranty John McCarthy

Reviewed by

General Counsel: Yes

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



**Requested Action by BOT**

Consideration of Draft Lease Agreement as tentatively approved February 25, 2020.

**Background and Summary Information**

On February 25, 2020, the BOT approved a written term sheet and directed General Counsel Repperger to prepare a Draft Lease Agreement (and Draft Guaranty) incorporating its terms. The intended Lessee, General Counsel Repperger, and BBRD Administrative Staff have negotiated the attached Draft Lease Agreement. The initial proposal listed "John W. McCarthy" as Lessee. The Lessee has requested that the Lessee be designated as "Holy Canolli, L.L.C." a Florida Limited Liability Company, of which, Mr. McCarthy is a Manager.

The Community Manager recommends the BOT approve of the Draft Lease Agreement and Draft Guaranty.

**LEASE AGREEMENT**

**THIS LEASE AGREEMENT** is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2020 by and between BAREFOOT BAY RECREATION DISTRICT, a mobile home park recreation district organized and existing under the provisions of Section 418.30, et seq., Florida Statutes and Brevard County Ordinance No. 84-05, 625 Barefoot Blvd., Barefoot Bay, FL 32976 (hereinafter referred to as “Lessor”) and HOLY CANOLLI, L.L.C., 635 Amaryllis Drive, Barefoot Bay, FL 32976 (hereinafter referred to as “Lessee”).

**WITNESSETH:**

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

Bldg. 2, Suite 3 located at:  
937 Barefoot Blvd.  
Barefoot Bay, FL 32976

1. **Term.**

(a) The initial term of this Lease shall be for a period of five (5) years commencing on May 1, 2020 which shall be deemed to be “Commencement Date” of this lease, regardless of the date on which rental payments first become due pursuant to Paragraph 2 of this Lease Agreement and ending on April 30, 2025. The parties agree that the Lessee may take occupancy of the leased premises prior to the Commencement Date (upon joint execution of this Lease Agreement).

(b) Provided that the Lessee is not in default of any provisions of this Lease Agreement, within sixty (60) days of the expiration of the initial term (or any renewal term), unless such time period is waived by Lessor, Lessee and Lessor may agree to renew or extend said lease for two (2), five (5) year renewal term periods upon the same terms, covenants and conditions as set forth herein, except as to the payment of rent as provided in Paragraph 2.

2. **Rent.**

(a) Lessee shall not be required to pay rent from May 1, 2020 through June 30, 2020 or for sixty (60) days from the issuance of Brevard County Building Permits to a General Contractor retained by Lessee (if a permit application is submitted to the Brevard County Building Department on or before May 8, 2020), whichever is later. For purposes of this Paragraph, an attempt by a General Contractor retained by Lessee to submit a substantially complete permit application by May 8, 2020 shall constitute submission. If said sixty (60) day period ends after June 30, 2020, Lessee shall pay a pro-rated amount of rent for the remaining period of the month in which the sixty (60) day period expires. The base rent payable by Lessee to Lessor during the initial term of this Lease is **\$955.83** per month. At the time monthly rental payments are made, Lessee agrees to pay to Lessor all applicable Florida and local sales and use

taxes that arise because of payment of rent, Common Area Maintenance (CAM) charges, and property tax to Lessor. Furthermore, Lessee also agrees to pay, at the time rental payments are made their proportionate share of ad-valorem and non-ad valorem property taxes for the shopping center, which will be adjusted to actual at each year end. The estimated proportionate share of property taxes at the start of the lease is \$129.04 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 \$154.85 per month. Said CAM charges may be increased from time to time pursuant to Paragraph 9(b) of this Agreement. Commencing from the Rental Payment Start date of this Agreement, Lessee agrees to pay to the Lessor throughout the term of this Lease its proportionate share of all property taxes which may be levied against the property by any taxing authority including all applicable assessments, without any allowance for any discount. Sales tax on the amounts stated herein at the commencement of this Lease Agreement is anticipated to be: \$86.78. Total monthly payment due from Lessee to Lessor at the commencement of this Lease Agreement is estimated to be: \$1,326.50.

Each monthly installment of rent, real estate taxes, CAM charges, and sales taxes shall be due and payable in advance or on the first day of each and every month during the term of the Lease without deduction, offset, prior notice or demand. If any of said payments are not received within five (5) days of the date due, Lessee shall pay Lessor a Twenty Five and 00/100 Dollars, (\$25.00), late fee. If the lease term commences on a date that is not the first day of the month, or if the lease termination date is not the last day of the month, a prorated monthly installment shall be paid at the then current rate for the fractional month during which the Lease commences and/or terminates.

(b) All rental installments, together with any other payments required to be made by Lessee to Lessor hereunder, shall be payable with United States currency at the office of Lessor located at 625 Barefoot Boulevard, Barefoot Bay, Florida, 32976 or at such other location as may be hereafter specified by Lessor to Lessee.

(c) The base rent provided for in Paragraph 2(a) shall remain fixed during the first two (2) years of this Lease Agreement. Thereafter, beginning on May 1, 2022, and occurring annually on May 1 of each successive year of the initial term and each successive year of any renewal period, the total amount of annual base rent provided for in Paragraph 2(a) shall be increased each and every year by 1.75%.

(d) As part of this Lease Agreement, Lessee shall have a right of first/last refusal on any offer of rental of the vault area adjacent to the leased premises made by any third party to Lessor. Lessee may initially make and/or may match any offer or counter-offer made by any third party to the Lessor to lease the vault area adjacent to the leased premises. Lessor is under no obligation to lease the vault area to any party, including Lessee, and shall have the sole discretion whether to lease the vault area to any party at any time. In the event that Lessor subsequently agrees to lease the vault area to Lessee, this Lease Agreement may be amended to include the vault area and may increase the rental amounts to be paid under Paragraph 2(a) accordingly. This Paragraph shall not be deemed or interpreted to be an option of the Lessee that Lessee may unilaterally enforce.

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 **\$2,653.00.** Said sum shall be held by Lessor as a security deposit for the faithful performance by Lessee of all of the terms, covenants and conditions of this Lease to be kept and performed by Lessee during the term hereof. If Lessee defaults with respect to any provision of this Lease, including but not limited to, the provision relating to the payment of rent and any of the monetary sums due 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 an Acknowledgement of Work to be Performed in writing from Lessor. Unless otherwise agreed to in writing, any alterations, physical additions or improvements to the leased premises made by Lessee shall at once become the property of Lessor and shall be surrendered to Lessor upon the termination of this Lease; provided, however, this clause shall not apply to movable equipment or furniture owned by Lessee which may be removed by Lessee at the end of the term of this lease if Lessee is not then in default and if such equipment and furniture is not then subject to any other rights, liens and interests of Lessor. If required by Lessor, such alterations, additions or improvements shall be removed by Lessee upon the expiration or sooner termination of the term of this Lease and Lessee shall repair damage to the premises caused by such removal, all at Lessee's cost and expense. Lessee shall submit to Lessor plans and specifications for all alterations, demolitions, and additions at the time Lessor's consent is sought. Specifically, Lessee shall provide Lessor plans for all work planned to modify electrical, HVAC, plumbing and/or structural changes (excluding non-load bearing walls), a minimum of ten (10) business days prior to commencement of work so Lessor's engineers can review such plans for compliance with any applicable building and life safety codes. Lessee agrees not to proceed with any planned work until an Acknowledgment of Work to be Performed is issued by Lessor in writing. Lessee agrees that Lessor shall have the right to inspect any work after completion. Lessee is solely responsible for applying for, paying for, and obtaining any and all applicable permits required for any planned alteration, demolition, or addition to the leased premises. Lessee shall be responsible for any enforcement action brought by any applicable permitting agency for failure to obtain required permitting prior to performing any alteration, demolition, or addition.

8. **Maintenance and Repair.** Lessor agrees to repair and maintain in good condition the roof, roof drains, sewers, outside walls, foundations and structural portions of the leased premises. Lessor specifically agrees to install a new electrical panel to handle the

equipment needs of Lessee; however, Lessee shall provide electrical specifications within ten (10) days of the Commencement Date of this Agreement. Lessee shall be responsible for all other repairs and maintenance necessary including, but not limited to, work on the storefront, show windows, windows, door locks and hardware, window glass, interior decoration and painting, plumbing, heating, air conditioning and electrical facilities. Lessee shall enter into a bi-annual maintenance contract of the HVAC unit, and shall provide a copy of the contract and proof of annual service to the Lessor. Failure to do so will result in the Lessee responsibility for replacement of the air-conditioning unit. Lessee shall do all things necessary to keep the leased premises (except the roof, roof drains, sewers, outside walls, foundations and structural portions of the leased premises, which shall be maintained by Lessor), including the sidewalks and area adjacent to the leased premises, in a clean, neat and sanitary manner and in compliance with all laws, ordinances, rules and regulations of any public authority and in compliance with such rules and regulations that may be adopted from time to time by the Lessor that are applicable to all tenants in the Shopping Center of which the leased premises is 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, and telephone service to the leased premises and shall hold Lessor harmless from any liability there from.

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

Lessee shall pay Lessor its proportionate share of the cost of repair and maintenance expenses of the parking and common areas of the Shopping Center, including, but not limited to cleaning, common area utilities and repairs, maintenance, and replacement of sidewalks, landscaping, roofs, and painting and hurricane protection. Said proportionate share shall be based on the square footage of building which is occupied when repairs are made. At the start of the lease, in order to ensure that the parking area and common areas are properly maintained, Lessee shall pay Lessor **\$154.85** a month, in advance, along with the proportionate property tax and required rental payments. In the event that the monthly CAM payment does not satisfy the cost of said maintenance, Lessee shall pay Lessor his proportionate share of excess within ten (10) days of receipt of the statement which evidences such excess payment. If Lessee fails to make said payment within ten (10) days of receipt of said statement, Lessee shall pay Lessor a One Hundred Dollar (\$100.00) late fee for every month said payment is not made. In the event Lessee does not pay said common area maintenance expense for two consecutive

months, Lessor, at its option, may terminate said lease and take all remedies permitted by Paragraph 21 herein.

10. **Parking.** No part of any parking area adjoining the leased premises is leased hereunder. Lessor agrees that it will designate parking areas which 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) The leased premises shall be used and occupied by Lessee as a bakery/food service establishment in accordance with any food service license held by Lessee and for no other purpose without the prior written consent of Lessor.

Lessee agrees that it is entitled to a maximum of two (2) tables and four (4) chairs for public use inside of the leased premises. Lessee and Lessor agree that Lessee may place tables and chairs on the sidewalk in front of the leased premises as long as they do not violate any ADA or ingress/egress requirements for the property. Lessee shall provide Lessor a general location sketch in advance of any place of tables and chairs on the sidewalk in front of the leased premises.

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

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

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

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

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

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

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

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

(v) Lessee is prohibited from conducting business from 10:00 p.m to 5:00 a.m., unless the Lessor consents in writing. Twenty-four hour operations are strictly prohibited.

12. **Insurance.**

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

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

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

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

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 executed 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. Notwithstanding the Lessor's right of entry stated herein, if entry occurs during normal business hours or for a non-emergency situation, Lessor shall identify the purpose of the inspection/entry to the Lessee's designated on-site representative prior to entry. 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 tenable 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, the parties agree that the Lessor shall be entitled to recover all expenses incurred by reason of any breach, including, but not limited to, the entitlement to recover reasonable attorney's fees and court costs in any action for eviction and/or for damages of any kind associated with the breach, including, but not limited to, costs of re-renting and making required alterations to the leased premises.

22. **Condition of Leased Premises upon Termination or Expiration:** Lessee shall, upon the expiration or termination of this lease, quit and surrender the leased premises, broom clean, in good condition and repair, reasonable wear and tear excepted, together with all keys and combinations to locks, safes and vaults and improvements, alterations, additions, fixtures, and equipment at any time made or installed in, upon or to the interior or exterior of the leased premises (except personal property and other unattached movable trade fixtures put in at Lessee's expense), all of which shall be the property of the Lessor without any claim by Lessee therefore, but the surrender of such property to Lessor shall not be deemed to be a payment of



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

23. **Signs.** Lessee shall have the right to erect one sign of the front of the leased premises. Lessee shall obtain Lessor's written consent prior to the erection or painting of any sign at the leased premises, which consent may be withheld in Lessor's sole discretion. Lessors discretion shall be based on the size, nature, exact location, design, style, wording thereof and illumination of the proposed sign. Lessor reserves the right to use the exterior wall and roof of the leased premises, except as otherwise provided herein. Lessee shall not inscribe, paint or affix any signs, lights, advertisements, notices, placards, marquees or awnings on the exterior of the leased premises, including but not limited to the windows, doors, stairs, hallways or vestibules, without first receiving the written consent of the Lessor. No overhanging roof or projecting sign, placard, marquee or other advertisement and no paper or cardboard signs on doors or exterior of the leased premises, and no sidewalk racks or other display or vending machines shall be permitted. Lessee may place signage in the front window of the leased premises, so long as such signage does not exceed 50% of the total window space. Lessee shall, upon receiving a written request from the Lessor, remove any notice, sign, light, advertisement, placard, marquee, awning, sidewalk rack or other display or vending machine which Lessee has placed or permitted to be placed in, on or about the leased premises which, in the opinion of the Lessor, is objectionable, offensive or not in good taste, and if the tenant shall fail to do so, Lessor may re-enter the leased premises and remove same at expense of Lessee.

24. **Inability to Perform.** If parties hereto are delayed or prevented from performing any of its obligations under this Lease by reason of strikes, lock-outs, labor troubles, inability to produce materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, war 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.

37. **Notice:** All correspondence, submittals and notices relating to or required under this Agreement shall be sent, in writing, to the Lessor and Lessee at the addresses stated in the introductory paragraph of this Lease Agreement; unless either party is notified, in writing, of a change in address.

**(THIS SPACE INTENTIONALLY LEFT BLANK)**

**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: Joseph Klosky  
As its: Chairman

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

Signed, sealed and delivered  
in the presence of:

Witness:

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

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

**JOHN MCCARTHY**

**AS LESSEE**

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

Printed Name: John McCarthy

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

## GUARANTY OF LEASE

FOR VALUE RECEIVED, and in consideration for, and as an inducement to **BAREFOOT BAY RECREATION DISTRICT**, (hereinafter referred to as “Landlord” or “Lessor”) to enter into a Lease Agreement for commercial space in Barefoot Bay Recreation District with a Commencement Date of May 1, 2020 (hereinafter referred to as “Lease”, which is incorporated herein by reference) as “Landlord” with **HOLY CANOLLI, L.L.C.** (hereinafter referred to as “Tenant” or “Lessee”), **JOHN W. MCCARTHY** (hereinafter referred to as “Guarantor”) absolutely, unconditionally, and irrevocably guarantees to Landlord the full and prompt payment of all rent and all other charges to be paid by Tenant under the Lease and the full and timely performance and observance of all covenants, conditions, and agreements therein provided to be performed and observed by Tenant.

The validity of this Guaranty of Lease (“Guaranty”) and the obligations of the Guarantor shall not be terminated, affected, or impaired by reason of (i) any forbearance, releases, settlements or compromises between Landlord and Tenant or any other guarantor, by reason of any waiver of or failure to enforce any of the rights and remedies reserved to Landlord in the Lease or otherwise; (ii) the invalidity, illegality or unenforceability of the Lease for any reason whatsoever; (iii) the relief or release of Tenant or any other guarantor from any of their obligations under the Lease by operation of law or otherwise, including, without limitation, the insolvency, bankruptcy, liquidation or dissolution of Tenant or any other guarantor or the rejection of or assignment of the Lease in connection with proceedings under the bankruptcy laws now in effect or hereafter enacted; (iv) the release, surrender, exchange, subordination, deterioration, waste, loss or impairment (including, without limitation, negligent, willful, unreasonable or unjustifiable impairment) of any collateral securing the Lease; or (v) any other act or omission of Landlord or Tenant which would otherwise constitute or create a legal or equitable defense in favor of Guarantor.

Guarantor represents and warrants that it is the sole shareholder of Tenant, and, as such, has a material economic interest in Tenant and that the execution of the Lease will be of direct benefit to it, whether or not it shall ever occupy any portion of the Premises (as defined in the Lease). This Guaranty will remain in full force and effect as to any renewal, modification, amendment, or extension of the Lease, any assignment or transfer by Landlord, any assignment, transfer or subletting by Tenant, any change in the status, composition, structure or name of Tenant or Guarantor, or any holdover by Tenant under the Lease, and as to any assignee of Tenant’s interest under the Lease.

Notwithstanding the survival of this Guaranty with regard to any assignment of the Lease as described above, upon approval by Lessor of any assignment to any third party or entity to which Guarantor is not a shareholder, principal, officer, or director, Guarantor may request release from this Guaranty if a replacement Guaranty is executed by a shareholder, principal, officer, or director of any assignee to the lease agreement, or unless the requirement for such is otherwise waived by Lessor specifically in writing. Where a replacement Guaranty is deemed acceptable to Lessor, release of the Guaranty as described herein is in the complete and sole

discretion of Lessor, but shall not be unreasonably withheld by Lessor. This Guaranty shall also survive any expiration or termination of the Lease.

If Guarantor, directly or indirectly, advances any sums to Tenant, such sums and indebtedness will be subordinate in all respects to the amounts then and thereafter due and owing by Tenant under the Lease. Payment by Guarantor of any amount pursuant to this Guaranty shall not in any way entitle Guarantor to any right, title or interest (whether by way of subrogation or otherwise) in and to any of the rights or remedies Landlord may have against Tenant, unless and until all of the obligations of Tenant under the Lease have been performed, including particularly, but without limitation, payment of the full amount owing to Landlord under the Lease and this Guaranty.

Wherever reference is made to the liability of Tenant in the Lease, such reference is deemed likewise to refer to Guarantor, jointly and severally, with Tenant. The liability of Guarantor for the obligations of the Lease shall be primary; in any rights of action which accrues to Landlord under the Lease, Landlord may proceed against Guarantor and/or Tenant, jointly or severally, and may proceed against Guarantor without having demanded performance of, commenced any action against, exhausted any remedy against, or obtained any judgment against Tenant. This is a guaranty of payment and not of collection, and Guarantor waives any obligation on the part of Landlord to enforce the terms of the Lease against Tenant as a condition to Landlord's right to proceed against Guarantor.

Guarantor expressly waives: (i) notice of acceptance of this Guaranty and of presentment, demand and protest; (ii) notice of any default hereunder or under the Lease and of all indulgences; (iii) demand for observance, performances, or enforcement of any terms for provisions of this Guaranty or the Lease; and (iv) all other notices and demands otherwise required by law which Guarantor may lawfully waive. Guarantor agrees that if this Guaranty is enforced by suit or otherwise, Guarantor shall reimburse Landlord, upon demand, for all expenses incurred in connection therewith, including, without limitation, reasonable attorneys' fees.

Guarantor agrees that in the event that Tenant shall become insolvent or shall be adjudicated a bankrupt, or shall file a petition for reorganization, arrangement or other relief under any present or further provision of the Bankruptcy Reform Act of 1978, or if such a petition be filed by creditors of said Tenant, or if Tenant shall seek a judicial readjustment of the rights of its creditors under any present or future Federal or State law or if a receiver of all or part of its property and assets is appointed by any State or Federal court, no such proceeding or action taken therein shall modify, diminish or in any way affect the liability of Guarantor under this Guaranty and the liability of Guarantor with respect to the Lease shall be of the same scope as if Guarantor itself executed the Lease as the named Lessee thereunder and no "rejection" and/or "termination" of the Lease in any of the proceedings referred to in this paragraph shall be effective to release and/or terminate the continuing liability of Guarantor to Lessor under this Guaranty with respect to the Lease for the remainder of the Lease term stated therein unaffected by any such "rejection" and/or "termination" in said proceedings; and if, in connection with any of the circumstances referred to in this paragraph, Lessor should request that Guarantor execute a new lease for the balance of the term of the Lease (unaffected by any such "rejection" and/or

“termination” in any of said proceedings), but in all other respects identical with the Lease, Guarantor shall do so as the named “Tenant” under such new lease (irrespective of the fact that the existing Lease may have been “rejected” or “terminated” in connection with any proceedings referred to in this paragraph). In the event of failure or refusal of Guarantor to execute such new lease as therein provided, without limiting any of the legal or equitable remedies of Lessor on account of such failure or refusal, Guarantor agrees that Lessor shall have the right to obtain a decree of specific performance against Guarantor.

Guarantor hereby waives, to the maximum extent permitted by law, all defenses available to a surety, whether or not the waiver is specifically enumerated in this Guaranty.

All of the terms and provisions of this Guaranty inure to the benefit of the successors and assigns of Landlord, and are binding upon the respective successors and assigns of Guarantor.

A determination that any provision of this Guaranty is unenforceable or invalid will not affect the enforceability or validity of any other provision, and any determination that the application of any provision of this Guaranty to any person or circumstances is illegal or unenforceable will not affect the enforceability or validity of such provision as it may apply to any other persons or circumstances.

No modification or amendment of this Guaranty will be effective unless executed by Guarantor and consented to by Landlord in writing, and no cancellation of this Guaranty will be valid unless executed by Landlord in writing.

If Tenant’s obligations are void or voidable due to illegal or unauthorized acts by Tenant in the execution of the Lease, Guarantor shall nevertheless be liable hereunder to the same extent as it would have been if the obligations of the Tenant had been enforceable against the Tenant.

This Guaranty of Lease is governed exclusively by its provisions, and by the laws of the State of Florida, as the same may from time to time exist. Venue to enforce this Guaranty shall be in any court of competent jurisdiction in and for Brevard County, Florida.

EXECUTED as of the \_\_\_\_\_ day of \_\_\_\_\_, 2020.

Witnesses:

Guarantor:

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

\_\_\_\_\_  
JOHN W. MCCARTHY  
635 Amaryllis Drive  
Barefoot Bay, FL 32976

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



**Board of Trustees**

**Meeting Agenda Memo**

Date: Tuesday, April 21, 2020

Title: **Name the Facilities Contest**

Section & Item: 8.C

Department: Administration, District Clerk

Fiscal Impact: TBD

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

Attachments: email from Mr Baldwin, Name a building proposal, Feb 25 2020 minutes\_signed

Reviewed by

General Counsel: N/A

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



**Requested Action by BOT**

Review information provided by Mr. Baldwin and direction to staff.

**Background and Summary Information**

On February 25th, the BOT endorsed the name the facilities contest plan as presented by Mr. Baldwin and Trustee Compton. On April 8th, Trustee Compton forwarded an email from Mr. Baldwin with the following “winning” names for the buildings:

- A - Atlantis
- C - Columbia
- D - Discovery
- E - Endeavor

Text from February 25th BOT meeting

At the January 10, 2020 BOT meeting, Mr. Baldwin presented his proposal and the BOT decided to have Mr. Baldwin and Trustee Compton refine the proposal and bring it back to this agenda. The text from the original agenda memo is provided below in italic.

*Historically, with the exception of the walking trail (TuTu Trail) and the Administration Building, facilities in BBRD have generic names with buildings using letters of the alphabet and pools using integers for names. Mr. Baldwin proposes having a contest to solicit names for facilities and voting by residents to select the new names.*

*Staff cautions the reader to remember that placing new lettering on buildings and signs has a cost (amount depends upon desired quality of signage/letters). Additionally, staff recommends the Administration Building not be included in the contest if the BOT wishes to pursue Mr. Baldwin’s proposal.*

Staff requests direction from the BOT regarding this matter.

## John Coffey

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**From:** Roger Compton <[rcompton@bbrd.org](mailto:rcompton@bbrd.org)> on behalf of Roger Compton  
**Sent:** Wednesday, April 08, 2020 1:26 PM  
**To:** John Coffey  
**Subject:** Fwd: Name the facilities contest report for the BOT

John here is the message i received form George

----- Forwarded message -----

**From:** George Baldwin <[gbaldwin1947@live.com](mailto:gbaldwin1947@live.com)>  
**Date:** Sun, Apr 5, 2020 at 10:47 AM  
**Subject:** Re: Name the facilities contest report for the BOT  
**To:** Roger Compton <[rcompton@bbrd.org](mailto:rcompton@bbrd.org)>

Hi Roger,

Thanks for the reply. Because folks will be headed back north this month, we are going to announce the winners this coming week. We are pleased with the response the contest got under these trying circumstances. I hope the board agrees that the names are appropriate. We ran the contest on a shoe string and are very pleased for the prize donations from the golf course and food service. If approved I would hope a minimal expense would be involved to re-sign the facilities. Thanks for all you have done. Stay healthy!

George

On Apr 5, 2020, at 10:15 AM, Roger Compton <[rcompton@bbrd.org](mailto:rcompton@bbrd.org)> wrote:

That was actually a really good idea, I thought, to use the space shuttle theme. I'm sure had circumstances been different you would have gotten a lot more chatter about the contest and more participation. Coronavirus has understandably pretty well taken over our lives right now.

This is scheduled to be on the agenda at our BOT meeting the last week of April. When I get more information about the meeting I will let you know. I assume there will be two objectives, one to announce the winners and the other for the BOT to vote on whether to formally adopt the changes.

Thanks to you and your committee.

Roger

On Sat, Apr 4, 2020 at 10:50 PM George Baldwin <[gbaldwin1947@live.com](mailto:gbaldwin1947@live.com)> wrote:

The name the facilities contest committee met on Thursday, April 2, 2020, to review the contest entries. A total of 56 entries were made. Of those, 8 did not follow the contest rules and 1 voted to keep the existing names. This left 47 valid entries to consider.

We felt that one entry captured the spirit of our area and provided names that would be easy to remember. The winning entry submitted by Peter Staples of Bouganvillea Circle is as follows: A-Atlantis, C-Columbia, D-Discovery, and E-Endeavor in honor of the space shuttles.

Since one person captured the top spot, the committee has decided to award runner up prizes to other names considered for an individual facility.

Aloha, submitted by Debby Marriot of Macadamia Drive was chosen for the "A" building as being warm and welcoming.

Coastal, submitted by Dot Murphy of Barefoot Circle was chosen for the "C" building as being appropriate for our location by the coast.

Double Eagle, submitted by Kathleen Fortier of Gladiolus and also by Richard Shaw of Waterway was chosen for "D" and "E". These meeting rooms are at the golf course and this is a golf term. Double Eagle applies to both rooms. If only one side is to be used, it could be referred to as the D or E side of the Double Eagle meeting room.

The committee would like to thank all who participated in the contest and congratulate the winners. We also sincerely thank the Barefoot Bay Golf Course and Food & Beverage for graciously donating prizes to the winners.

Submitted by the name the facilities contest committee  
Sue Reddy  
Louise Crouse  
Carol Balbuzé  
George Baldwin

## Name the Facilities Contest

Barefoot Bay is the largest manufactured home community in Florida with around five thousand homes and ten thousand seasonal or full time residents. The main facility buildings have perhaps, the most unimaginative names possible for this community. Current designations of A, B, C, D, E, pool 1, pool 2, pool 3, and NAB (the new administration building), seem to be used as place holders until better names were suggested in the future. The future is here now and I propose a contest be held to rename these facilities.

The following shall apply:

1. Contest will run from February 1, 2020 through March 1, 2020. Announcement of the contest to be published in the Peak at the Week and the Tattler.
2. Submissions to be made for new names for the A, B, C, D&E, pool 1, pool 2, pool 3, the NAB and the lakeside pavilion.
3. Submitted names for each building must begin with the letter of the current name. For example, the A building must have a new name beginning with the letter "A".
4. The new administration building, the lakeside pavillion, and the pools are exceptions to rule 3.
5. No facility to be named after person living or dead.
6. Names with tropical, Floridian, easy living, native plants or animals are preferred.
7. Submissions to be made on Facebook through Barefoot Bay Community or by written entry that will be available in the CVO office.
8. Once the top 3 most popular names for each facility are determined, they will be voted on by a poll conducted on Facebook Barefoot Bay Community and by ballot in the CVO office.
9. The most popular names will be submitted to the Board of Trustees for final consideration. The board will have the option of voting to accept the newly proposed names, or decide to not make any or all changes.
10. Regardless of the Board decision, a winner will be chosen from each submission that recieved the most votes for each facility. In the event the same popular name was submitted by multiple people, the winner will be determined by drawing name from a hat.
11. Prizes for winners to be determined. Suggest the prizes be awarded by the CVO and be along the lines of free tickets to a Barefoot Bay event, certificate, or whatever chosen suitable by the CVO.

Respectfully submitted,

George Baldwin  
648 Marlin Circle  
585 451-9889

Rev 1.1



# BAREFOOT BAY RECREATION DISTRICT

Board of Trustees Regular Meeting

February 25, 2020

7PM –Building D&E

## Meeting Called to Order

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

## Pledge of Allegiance to the Flag

Led by Mr. Repperger.

## Roll Call

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

## Presentations and Proclamations

None

## Approval of Minutes

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

## Treasurer's Report

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

## Audience Participation

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

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



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

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

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

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

## **Unfinished Business**

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

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

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

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

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



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

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

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

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

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

## **New Business**

### **FY19 Audit Presentation**

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

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

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

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



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

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

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

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

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

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

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

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

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

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

Mr. Repperger read the resolution:

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

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





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

Mr. Repperger read the resolution:

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

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

### **Truck Purchase**

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

### **Truck Replacement**

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

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

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

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

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

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

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



# BAREFOOT BAY RECREATION DISTRICT

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

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

## **Manager's Report**

### Finance

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

### Resident Relations

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

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

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

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

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

- Next meeting

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

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

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

- Next meeting



# BAREFOOT BAY RECREATION DISTRICT

## Food & Beverage

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

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

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

Flyers with all the details are posted.

## Golf-Pro Shop

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



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

## Property Services

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

## **Attorney's Report**

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

## **Incidental Trustee Remarks**

Mr. Compton expressed his gratitude to the Barefoot Bay staff putting the festival together.

Mr. Maino made a PSA about financial scams and reminded everyone to be cautious.



# BAREFOOT BAY RECREATION DISTRICT

## Adjournment

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

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

Meeting adjourned at 10:06 PM

Handwritten signature of Roger Compton in cursive script, written over a horizontal line.

Roger Compton, Secretary

Handwritten signature of Stephanie Brown in cursive script, written over a horizontal line.

Stephanie Brown, District Clerk

**Board of Trustees**

**Meeting Agenda Memo**

Date: Tuesday, April 21, 2020

Title: **Resolution Adopting Rules and Procedures for Meetings Via Communications Media Technology**

Section & Item: 9.A

Department: Adminstration, District Clerk

Fiscal Impact: N/A

Contact: Cliff Repperger, General Counsel, General Counsel, John W. Coffey ICMA-CM, Community Manager

Attachments: Resolution Establishing Rules and Procedures for Meetings Via Communications Media Technology, Emergency Meeting Rules and Procedures Communications Media Technology

Reviewed by General

Counsel: Yes

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



**Requested Action by BOT**

Adopt Resolution 2020-04 Adopting Emergency Rules and Procedures allowing for Board of Trustees meetings via communications media technology.

**Background and Summary Information**

Given the COVID-19 situation, Governor DeSantis issued Executive Order 20-69 suspending any Florida Statute requiring a local government body physical quorum to be present and allowing local government bodies to utilize communications media technology for meeting virtually under certain conditions.

The attached Resolution, if adopted, will allow the Board of Trustees to meet via communications media technology.

The Community Manager and General Counsel Repperger recommend the BOT approve Resolution 2020-04.

**RESOLUTION 2020 - 04**

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE BAREFOOT BAY RECREATION DISTRICT; ADOPTING EMERGENCY RULES AND PROCEDURES ALLOWING FOR BOARD OF TRUSTEES MEETINGS VIA COMMUNICATIONS MEDIA TECHNOLOGY; PROVIDING FOR SEVERABILITY; PROVIDING A REPEALING CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE AND SUNSET PROVISION.**

**WHEREAS**, COVID-19 is a severe acute respiratory illness that can spread among humans through respiratory transmission and presents with symptoms similar to those of influenza; and

**WHEREAS**, on March 1, 2020, Executive Order 20-51 was rendered by Governor Ron DeSantis, directing the Florida Department of Health to issue a Public Health Emergency; and

**WHEREAS**, on March 1, 2020, the State Surgeon General and State Health Officer declared a Public Health Emergency exists in the State of Florida as a result of COVID-19; and

**WHEREAS**, on March 9, 2020 Governor DeSantis declared a State of Emergency in the State of Florida due to the effects of COVID-19 via Executive Order 20-52 which expires May 8, 2020; and

**WHEREAS**, Section 4.D.1. of Executive Order 20-52 authorizes each political subdivision within the State of Florida to waive any procedures and formalities required of the political subdivision by law pertaining to the performance of public work and taking whatever prudent action is necessary to ensure the health, safety, and welfare of the community;

**WHEREAS**, on March 16, 2020, President Donald J. Trump and the Centers for Disease Control and Prevention ("CDC") issued the "15 Days to Slow the Spread" guidance advising individuals to adopt far-reaching social distancing measures, such as avoiding gatherings of more than 10 people, and in states with evidence of community spread, recommending restrictions to certain establishments conducive to mass gatherings and congregations; and

**WHEREAS**, on March 29, 2020, the President extended such guidance to be in effect until April 30, 2020; and

**WHEREAS**, on March 31, 2020, the President updated the guidance, renaming it "30 Days to Slow the Spread", and along with the White House Coronavirus Task Force urged Americans to continue to adhere to the guidelines and expand community mitigation efforts; and

**WHEREAS**, on April 1, 2020, Governor DeSantis issued Executive Order 20-91 providing that all persons in Florida shall limit their movements and personal interactions outside of their home to only those necessary to obtain or provide essential services or conduct essential activities until April 30, 2020; and

**WHEREAS**, on March 20, 2020, Governor DeSantis issued Executive Order 20-69 suspending any Florida Statute requiring a local government body physical quorum to be present and allowing local government bodies to utilize communications media technology for meeting virtually; and

**WHEREAS**, the Article V, Section 1 of Brevard County Ordinance 84-05 and Article IV, Section 3 of the Rules for the Board of Trustees for Barefoot Bay Recreation District provide that a majority of the entire membership of the Board constitutes a quorum for the transaction of business; and

**WHEREAS**, Attorney General Opinion 2000-52 holds that the Barefoot Bay Recreation District is an independent special district political subdivision of the State of Florida; and

**WHEREAS**, Barefoot Bay Recreation District is registered as an independent special district political subdivision of the State of Florida with the State of Florida Department of Economic Opportunity; and

**WHEREAS**, pursuant to Executive Order 20-52 and 20-69 Barefoot Bay Recreation District may adopt emergency rules pursuant to Fla. Stat. Sec. 120.54 (4) and Fla. Stat. Sec. 252.46; and

**WHEREAS**, due to the situation associated with COVID-19 the Board of Trustees of Barefoot Bay Recreation District intends to conduct meetings via the use of communications media technology and desires to adopt rules consistent with Fla. Stat. Sec. 120.54 (4) and Fla. Stat. Sec. 120.54 (5)(b)2 in accordance with Executive Orders 20-52 and 20-69

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

**SECTION 1. MEETINGS VIA COMMUNICATIONS MEDIA TECHNOLOGY.**

The Board of Trustees of Barefoot Bay Recreation District may conduct all meetings, including regular, special, emergency, and workshops either physically or via communications media technology. When conducting meetings via communications media technology, the emergency rules attached to this Resolution as Exhibit “A” shall apply.

**SECTION 2. SEVERABILITY:** Should any section or provision of this Resolution be declared by a court of competent jurisdiction to be invalid, that decision shall not affect the validity of the Resolution as a whole or any part thereof, other than the part so declared to be invalid.



**SECTION 3. REPEALING CLAUSE:** All other Resolutions or part of Resolutions in conflict herewith, are to the extent of such conflict, hereby repealed.

**SECTION 4. EFFECTIVE DATE AND SUNSET PROVISION:** This Resolution shall be in full force and effective immediately upon adoption and publication as provided by law. This Resolution shall expire and be of no further effect upon the expiration of Executive Orders 20-52 and 20-69 or as such Executive Orders may be renewed or extended.

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

Chairman Joseph Klosky	_____
Trustee Michael R. Maino	_____
Trustee Roger Compton	_____
Trustee Randy Loveland	_____
Trustee Luann Henderson	_____

The Chairman thereupon declared this Resolution Passed and Adopted this 21<sup>st</sup> day of April 2020.

BAREFOOT BAY RECREATION DISTRICT

By: \_\_\_\_\_  
JOSEPH KLOSKY,  
CHAIRMAN

Attest: \_\_\_\_\_  
ROGER COMPTON,  
SECRETARY

**Barefoot Bay Recreation District  
Board of Trustees  
Communication Media Technology Rules and Procedures**

The COVID-19 pandemic has created the need to modify procedures for all Barefoot Bay Recreation District Board of Trustees meetings, including all regular, special, emergency, and workshop meetings. During the effective dates of Executive Orders 20-52 and 20-69, as such Executive Orders may be modified or extended, the following rules and procedures shall apply:

1. Any and all physical quorum requirements for the Board of Trustees to conduct business are hereby suspended.
2. The Board of Trustees may continue to meet in-person in Building D & E. Social distancing guidelines shall be applicable to any in-person Board of Trustees meetings. No members of the public may attend any in-person meeting of the Board of Trustees. The only individuals permitted to attend in-person meetings of the Board of Trustees shall be the individual Trustees, the Community Manager, the District Clerk, the District General Counsel, and any BBRD Staff member(s) authorized by the Community Manager.
3. If technologically possible, any Trustee may participate at an in-person meeting of the Board of Trustees via telephone or virtual capability and may count toward the Board's quorum requirement.
4. If the Board of Trustees conducts a meeting in-person, the meeting shall be simulcast live via a communications media technology platform that will be accessible remotely by the general public. The communications media technology used for simulcast will allow members of the general public to submit written comments during appropriate audience participation segment(s) of the Board meeting. The Clerk, or other designated BBRD Staff member, will read comments submitted by members of the general public submitted via communications media technology during the appropriate audience participation segment(s) of the Board meeting.
5. Members of the public may submit written comments via email or delivery to the District Clerk in advance of the meeting. Such comments shall be submitted no later than twenty-four (24) hours prior to the meeting. The District Clerk, or other designated BBRD Staff member, shall read such comments into the record during the appropriate audience participation segment(s) of the Board meeting.
6. A telephonic conference call line shall be opened during appropriate audience participation segment(s) of the Board meeting. When the conference call line is open, members of the public participating must identify themselves and may provide verbal comment (subject to a three (3)-minute time limit). Prior to any making verbal comment, members of the public participating via telephone must keep their phones on mute and must turn the volume down on

**EXHIBIT "A"**

the communications media technology they are using to view the Board meeting. Failure to adhere to this rule may result in the termination of public participation via the telephone conference call line at the discretion of the Chair. Other than providing public comment as provided herein, members of the public may not attend the meeting via telephone. The telephone conference call line will be disabled after any audience participation segment(s) of the Board meeting.

7. There will be a physical public access point in Building A, which will allow members of the public to view the meeting simulcast in-person if desired. Social distancing guidelines shall apply in Building A, and the number of attendees will be capped if safe capacity is exceeded in the sole discretion of BBRD Staff. A telephone line will be offered at Building A for telephone participation during appropriate audience participation segment(s) of the Board meeting. Written comments may be submitted to a designated BBRD Staff member at Building A in advance of any audience participation segment(s) of the Board meeting. If such written comments are submitted in advance of any audience participation segment(s) of the Board meeting, the designated BBRD Staff member shall relay them to the Clerk, or designated in-person BBRD Staff member, for reading into the record at the appropriate time. Notice of all Board of Trustees meetings shall include information regarding location and access for in-person viewing of the simulcast of the meeting at Building A.

8. Notice of all Board of Trustees meetings shall include publication of the electronic simulcast link address and telephone conference call dial-in and passcode participation information for verbal public comment. Both the electronic simulcast link address and telephone conference call dial-in and passcode will be provided on the District's website in advance of the Board meeting. Agendas will continue to be posted on the District's website in accordance with Fla. Stat. Sec. 189.069(2)(a)16.

**Board of Trustees**

**Meeting Agenda Memo**

Date: Tuesday, April 21, 2020  
Title: **Temporary Suspension of ARCC Meeting and Permit Approval Procedures**

Section & Item: 9.B  
Department: Resident Relations, DOR  
Fiscal Impact: N/A  
Contact: Cliff Repperger, General Counsel, General Counsel, John W. Coffey  
ICMA-CM, Community Manager, Richard Armington, Resident Relations Manager  
Attachments: Resolution Temporarily Suspending ARCC Quorum Requirements During COVID-19 State of Emergency, ARCC Minutes March 17 2020, EO\_20-52



Reviewed by General Counsel: Yes  
Approved by: John W. Coffey, ICMA-CM, Community Manager

**Requested Action by BOT**

Adopt Resolution 2020-05 waiving ARCC physical quorum requirements and authorizing the Chairperson to execute permit applications (subject to ratification) where a quorum cannot be established.

**Background and Summary Information**

Article II, Section 1 (F) of the Amended and Restated Deed of Restrictions for Barefoot Bay governs the quorum and conduct of business of the Architectural Review and Control Committee for Barefoot Bay and requires a physical quorum to conduct business.

Given the COVID-19 situation, the ARCC has requested that the Chairperson be authorized to execute permits where a quorum cannot be established.

On March 20, 2020, Governor DeSantis issued Executive Order 20-69 suspending any Florida Statute requiring a local government body physical quorum to be present and allowing local government bodies to utilize communications media technology for meeting virtually under certain conditions.

The attached Resolution (2020-05), if adopted, will allow the ARCC to meet via communications media technology or to allow the Chairperson to execute ARCC permits (at the recommendation of BBRD Staff) if a quorum cannot be established, subject to subsequent ratification by the full ARCC.

The Community Manager and General Counsel Repperger recommend the BOT approve Resolution 2020-05.

**RESOLUTION 2020 - 05**

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE BAREFOOT BAY RECREATION DISTRICT; TEMPORARILY SUSPENDING PHYSICAL QUORUM REQUIREMENTS FOR ARCHITECTURAL REVIEW AND CONTROL COMMITTEE MEETINGS; TEMPORARILY AUTHORIZING ARCHITECTURAL REVIEW AND CONTROL COMMITTEE CHAIRPERSON TO EXECUTE PERMITS IF A QUORUM CANNOT BE OBTAINED DURING STATE OF EMERGENCY RELATED TO COVID-19, SUBJECT TO RATIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING A REPEALING CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE AND SUNSET PROVISION.**

**WHEREAS**, COVID-19 is a severe acute respiratory illness that can spread among humans through respiratory transmission and presents with symptoms similar to those of influenza; and

**WHEREAS**, on March 1, 2020, Executive Order 20-51 was rendered by Governor Ron DeSantis, directing the Florida Department of Health to issue a Public Health Emergency; and; and

**WHEREAS**, on March 1, 2020, the State Surgeon General and State Health Officer declared a Public Health Emergency exists in the State of Florida as a result of COVID-19; and; and

**WHEREAS**, on March 9, 2020 Governor DeSantis declared a State of Emergency in the State of Florida due to the effects of COVID-19 via Executive Order 20-52 which expires May 8, 2020; and

**WHEREAS**, Section 4.D.1. of Executive Order 20-52 authorizes each political subdivision within the State of Florida to waive any procedures and formalities required of the political subdivision by law pertaining to the performance of public work and taking whatever prudent action is necessary to ensure the health, safety, and welfare of the community;

**WHEREAS**, on March 16, 2020, President Donald J. Trump and the Centers for Disease Control and Prevention ("CDC") issued the "15 Days to Slow the Spread" guidance advising individuals to adopt far-reaching social distancing measures, such as avoiding gatherings of more than 10 people, and in states with evidence of community spread, recommending restrictions to certain establishments conducive to mass gatherings and congregations; and

**WHEREAS**, on March 29, 2020, the President extended such guidance to be in effect until April 30, 2020; and

**WHEREAS**, on March 31, 2020, the President updated the guidance, renaming it "30 Days to Slow the Spread", and along with the White House Coronavirus Task Force urged Americans to continue to adhere to the guidelines and expand community mitigation efforts; and

**WHEREAS**, on April 1, 2020, Governor DeSantis issued Executive Order 20-91 providing that all persons in Florida shall limit their movements and personal interactions outside of their home to only those necessary to obtain or provide essential services or conduct essential activities until April 30, 2020; and

**WHEREAS**, on March 20, 2020, Governor DeSantis issued Executive Order 20-69 suspending any Florida Statute requiring a local government body physical quorum to be present and allowing local government bodies to utilize communications media technology for meeting virtually; and

**WHEREAS**, the Article II, Section 1 (F) of the Amended and Restated Deed of Restrictions for Barefoot Bay governs the Quorum and Conduct of Business of the Architectural Review and Control Committee for Barefoot Bay; and

**WHEREAS**, due to the situation associated with COVID-19, the Architectural Review and Control Committee has requested that the Board of Trustees for Barefoot Bay Recreation District authorize the Chairperson of the Architectural Review and Control Committee to execute permit applications with a Quorum is not able to be obtained; and

**WHEREAS**, Fla. Stat. Sec. 418.304 (12) and Article IV, Section 12 of Brevard County Ordinance 84-05 authorizes the Board of Trustees of Barefoot Bay Recreation District to adopt rules and regulations not inconsistent with existing deed restrictions and to use district funds in the administration and enforcement of such rules, regulations, and deed restrictions;

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

**SECTION 1. TEMPORARY SUSPENSION OF PHYSICAL QUORUM REQUIREMENT AND AUTHORIZATION OF ARCHITECTURAL REVIEW AND CONTROL COMMITTEE CHAIRPERSON TO ISSUE PERMITS SUBJECT TO RATIFICATION:**

The physical quorum requirement for the Architectural Review and Control Committee provided for in Article II, Section 1(F) of the Amended and Restated Deed of Restrictions for Barefoot Bay is hereby suspended during the duration of Executive Order 20-52 or as such may be renewed or extended.

The Architectural Review and Control Committee may establish a quorum and may meet via communications media technology to the extent possible. Any such meeting of the Architectural Review and Control Committee held via communications media technology must provide public notice of the same and a meaningful opportunity to participate to the general public, including both applicants and non-applicants.

To the extent that the Architectural Review and Control Committee is unable to establish a quorum either physically or via communications media technology, the Chairperson of the Architectural Review and Control Committee is authorized to execute permits upon the recommendation of approval from Barefoot Bay Recreation District Staff to expedite processing of any permit. Any permit executed by the Chairperson of the Architectural Review and Control Committee shall be ratified as approved by the full Architectural Review and Control Committee at the next meeting thereafter where a quorum can be established either physically or via communications media technology.

**SECTION 2. SEVERABILITY:** Should any section or provision of this Resolution be declared by a court of competent jurisdiction to be invalid, that decision shall not affect the validity of the Resolution as a whole or any part thereof, other than the part so declared to be invalid.

**SECTION 3. REPEALING CLAUSE:** All other Resolutions or part of Resolutions in conflict herewith, are to the extent of such conflict, hereby repealed.

**SECTION 4. EFFECTIVE DATE AND SUNSET PROVISION:** This Resolution shall be in full force and effective immediately upon adoption and publication as provided by law. This Resolution shall expire and be of no further effect upon the expiration of Executive Order 20-52 or as such may be renewed or extended.

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

Chairman Joseph Klosky	_____
Trustee Michael R. Maino	_____
Trustee Roger Compton	_____
Trustee Randy Loveland	_____
Trustee Luann Henderson	_____

The Chairman thereupon declared this Resolution Passed and Adopted this 21<sup>st</sup> day of April 2020.

BAREFOOT BAY RECREATION DISTRICT

By: \_\_\_\_\_  
JOSEPH KLOSKY,  
CHAIRMAN

Attest: \_\_\_\_\_  
ROGER COMPTON,  
SECRETARY



**BAREFOOT BAY RECREATION DISTRICT  
BREVARD COUNTY, FLORIDA  
ARCC COMMITTEE MEETING  
625 Barefoot Blvd., NAB Building  
03/17/2020  
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- **Pledge of Allegiance:** Led by Chair Tom Nelson
- **Call to Order:** Chair Tom Nelson called the meeting to order at 9:00 am.
- **Roll Call:** Present: Committee: Chair – Tom Nelson, members Paul Voit, Hurrol Brinker with Alternates Al Grunow and Gary Gresko both were voting members. Chair Vice Chair – Melba Lochmandy and member Ken Reed were excused.
- **Chairperson's Report:** Tom Nelson explained that the rescheduling of the ARCC Guidelines Workshop has been suspended until further notice.
- **Member's and other Reports:** None
- **Approval of Minutes:** 03/03/2020 – Approved as presented
- **In Attendance:** BOT Liaison Joe Klosky, Resident Relations Manager Rich Armington, Ms. Bonnie Heck of Paradise Home Finders for 398 Egret Circle, Community Manager John Coffey and Sally-Ann Biondolillo DOR/ARCC Administrative Assistant.

**(2) Old Business:**

<b>Permit</b>	<b>Address</b>	<b>Renovation/Repair</b>	<b>Contractor/Builder</b>
<b>ARC19-000546</b>	398 EGRET CIRCLE	NEW HOME PACKAGE	NATHAN HAYFORD

Ms. Heck was present to discuss with the Stop Work Order with the Committee. There is a discrepancy regarding the carport in which the carport roof needs to meet the roof line of the home. The Committee explained what the approved in the hand-drawn plans, that they were under the impression that the roof line was where it needed to be. Ms. Heck explained that the drawing was showing the 4<sup>th</sup> wall not actually the roof line. Ms. Heck agreed to submit a new permit application and drawing package for the next ARCC Meeting.

Motion to rescind the permit until another can be filed with accurate drawings regarding the carport and shed by Hurrol Brinker, Second by Al Grunow, Motion carried unanimously.

**New Business:**

**(24) Consent Items:** Motion to approve by Paul Voit with the amendment of three additional permits that were originally missing from the agenda due to a clerical error, Second by Hurrol Brinker, Motion carried unanimously.

<b>Permit</b>	<b>Address</b>	<b>Renovation/Repair</b>	<b>Contractor/Builder</b>
ARC20-000108	515 PUFFIN DRIVE	Re-Roof	Hough Roofing
ARC20-000109	970 WATERWAY DRIVE	Replace stucco skirting	Scott Thomas Stucco
ARC20-000110	925 SEQUOIA STREET	Re-Roof	Coburn Roofing
ARC20-000111	735 LARK DRIVE	Re-Roof	DC Roofing
ARC20-000114	912 YEW STREET	Re-Roof	LUCKFIELD, JAMES T
ARC20-000115	706 LANTANIA DRIVE	Replace windows & install water filter on left side of home @ the main	DOUGLAS STAGG
ARC20-000118	910 PECAN CIRCLE	Install accordion shutters on all Windows	Atlantic Storm Protection
ARC20-000119	528 PERSIMMON DRIVE	Install new siding and replace windows on the north & south sides only	Barefoot Services, Inc.
ARC20-000123	886 CASHEW CIRCLE	Re-Roof	Endeavor Construction
ARC20-000124	840 LYCHEE DRIVE	Re-Roof	Endeavor Construction
ARC20-000125	1020 WATERWAY DRIVE	Re-Roof	Coburn Roofing
ARC20-000126	722 GLADIOLUS DRIVE	Replace (8) window & screen work & Repairing siding	Don's Aluminum





**BAREFOOT BAY RECREATION DISTRICT  
BREVARD COUNTY, FLORIDA  
ARCC COMMITTEE MEETING  
625 Barefoot Blvd., NAB Building  
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<b>Permit</b>	<b>Address</b>	<b>Renovation/Repair</b>	<b>Contractor/Builder</b>
ARC20-000127	1216 BAREFOOT CIRCLE	Re-Roof	All Pro Florida Roofing
ARC20-000128	1073 MAINILA DRIVE	Re-Roof	AAA Rated Construction
ARC20-000129	958 WATERWAY DRIVE	Re-Roof	Melbourne Roofing
ARC20-000130	645 PERIWINKLE CIRCLE	Replace (4) windows	Jim Smith
ARC20-000132	1152 BAREFOOT CIRCLE	Remove & replace decking on existing 10' x 20' deck	Tom Maguire
ARC20-000134	827 HYACINTH CIRCLE	Re-Roof	Richard's Roofing
ARC20-000135	403 LOQUAT DRIVE	Re-Roof	AAA Rated Construction
ARC20-000137	620 PUFFIN DRIVE	Re-Roof	Florida Top Shield Roofing
ARC20-000138	1105 ORIOLE CIRCLE	Install flagpole in center of front yard - set in concrete	Vincent Barnett
ARC20-000142	900 WATERWAY DRIVE	Re-Roof	HUFNAGEL, GEORGE
ARC20-000143	825 OLEANDER CIRCLE	Replace screens on raised patio & screen doors	Endeavor Construction
ARC20-000145	1410 GARDENIA DRIVE	Replace (8) windows in sunroom	Barefoot Services, Inc.

**(13) Other applications for review:**

<b>Permit</b>	<b>Address</b>	<b>Renovation/Repair</b>	<b>Contractor/Builder</b>
ARC20-000107	738 LARK DRIVE	Install 65' of 4' chain link fence with (1) gate	Palm Bay Fence
Motion to approve by Paul Voit, Second by Gary Gresko, Motion carried unanimously.			
ARC20-000112	904 HAWTHORN CIRCLE	NEW HOME PACKAGE – Install new manufactured home/utility building/ concrete driveway/carport/screen room/concrete skirting	Laurie Crews
Motion to approve by Paul Voit, Second by Hurrol Brinker, Motion carried unanimously.			
ARC20-000113	400 MACADAMIA DRIVE	Install privacy lattice panels on carport - approx. 20'	LOCKWOOD, JAMES L
Motion to approve by Paul Voit, Second by Hurrol Brinker, Motion carried unanimously.			
ARC20-000116	913 JACARANDA DRIVE	Install 68' of 4' chain link fence with (2) gates	Palm Bay Fence
Motion to approve by Hurrol Brinker, Second by Gary Gresko, Motion carried unanimously.			
ARC20-000117	904 PECAN CIRCLE	Install 65' of 4' chain link with (1) Gate	Palm Bay Fence
Motion to approve by Hurrol Brinker, Second by Paul Voit, Motion carried unanimously.			
ARC20-000120	812 PERIWINKLE CIRCLE	Construct a screen enclosure under existing roof	Barefoot Services, Inc.
Motion to approve by Hurrol Brinker, Second by Paul Voit, Motion carried unanimously.			



**BAREFOOT BAY RECREATION DISTRICT  
BREVARD COUNTY, FLORIDA  
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<b>Permit</b>	<b>Address</b>	<b>Renovation/Repair</b>	<b>Contractor/Builder</b>
ARC20-000121	443 SEA-GULL DRIVE	Erect storage shed to existing utility room wall and existing slab.	LABARCA, HOWARD T
Motion to approve by Hurrol Brinker, Second by Paul Voit, Motion carried unanimously.			
ARC20-000122	939 PECAN CIRCLE	NEW HOME PACKAGE – Install new home with new additions per plans	Endeavor Construction
Motion to approve by Al Grunow, Second by Gary Gresko, Motion carried unanimously.			
ARC20-000131	443 EGRET CIRCLE	NEW HOME PACKAGE – install new home/carport/utility room/all concrete & stucco skirting	Endeavor Construction
Motion to approve by Al Grunow, Second by Paul Voit, Motion carried unanimously.			
ARC20-000133	1221 BAREFOOT CIRCLE	Install 45' of 4' chain link fence with (1) gate	Palm Bay Fence
Motion to approve by Al Grunow, Second by Hurrol Brinker, Motion carried unanimously.			
ARC20-000136	907 HYACINTH CIRCLE	Replacing a wooden walkway	BEVINGTON, DONNA
Motion to approve by Gary Gresko, Second by Hurrol Brinker, Motion carried unanimously.			
ARC20-000139	905 RED BUD ROAD	Install a 4' 4" x 4' 7" Rubbermaid storage shed to existing concrete pad in rear of the home	LA FOUNTAIN, PAUL S
Motion to approve by Gary Gresko, Second by Hurrol Brinker, Motion carried unanimously.			
ARC20-000140	337 PAPAYA CIRCLE	Install 7' x 15' concrete slab	A Rated Concrete
Motion to approve by Gary Gresko, Second by Paul Voit, Motion carried unanimously.			
ARC20-000141	337 AVOCADO DRIVE	Install concrete patio	A Rated Concrete
Motion to approve by Gary Gresko, Second by Paul Voit, Motion carried unanimously.			
ARC20-000144	818 ORIOLE CIRCLE	Construct 10' x 12' screen room under carport w/1 door	Gregory Scott Bleeker
Motion to approve by Gary Gresko, Second by Hurrol Brinker, Motion carried unanimously.			

**Closing Remarks:** Mr. Coffey discussed the way upcoming meetings can be held due to the Governor's Executive order. Tom Nelson made the motion for Mr. Coffey to ask the Board of Trustees and their next scheduled meeting to allow the Committee to hold the meetings as normal if there is a quorum. If not, the permits will be handled by Staff, then given to the Chair and one member, if possible, for approvals.

**Discussion:** Motion to adjourn at 10:18 a.m. by Hurrol Brinker

**Adjournment:** The next scheduled meeting will be Tuesday, March 31, 2020 at **9:00 a.m. in the NAB conference room at 625 Barefoot Blvd.**



**BAREFOOT BAY RECREATION DISTRICT  
BREVARD COUNTY, FLORIDA  
ARCC COMMITTEE MEETING  
625 Barefoot Blvd., NAB Building  
03/17/2020  
Minutes**



*Sally-Ann Biondolillo*

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Sally-Ann Biondolillo  
ARCC/DOR Administrative Assistant

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Any person desiring to appeal any decision made by the Violations Committee, with respect to any matter considered at this meeting or hearing, will need a record of the proceedings for such purposes, must insure that a verbatim record and transcript of the proceedings, which record includes the testimony and evidence which the appeal is based. It shall be the responsibility of the person desiring to appeal any decision to prepare a verbatim record and transcript at his/her expense, as the District does not provide one. ATTN: PERSONS WITH DISABILITIES. In accordance with the Americans with disabilities Act and Sect.286.26, Florida Statutes, persons needing special accommodations to participate in this proceeding shall, at least 48 hours prior to the meeting, contact the DOR Enforcement Staff at (772) 664-4722.

# STATE OF FLORIDA

## OFFICE OF THE GOVERNOR

### EXECUTIVE ORDER NUMBER 20-52

(Emergency Management - COVID-19 Public Health Emergency)

**WHEREAS**, Novel Coronavirus Disease 2019 (COVID-19) is a severe acute respiratory illness that can spread among humans through respiratory transmission and presents with symptoms similar to those of influenza; and

**WHEREAS**, in late 2019, a new and significant outbreak of COVID-19 emerged in China; and

**WHEREAS**, the World Health Organization previously declared COVID-19 a Public Health Emergency of International Concern; and

**WHEREAS**, in response to the recent COVID-19 outbreak in China, Iran, Italy, Japan and South Korea, the Centers for Disease Control and Prevention (“CDC”) has deemed it necessary to prohibit or restrict non-essential travel to or from those countries; and

**WHEREAS**, on March 1, 2020, I issued Executive Order number 20-51 directing the Florida Department of Health to issue a Public Health Emergency; and

**WHEREAS**, on March 1, 2020, the State Surgeon General and State Health Officer declared a Public Health Emergency exists in the State of Florida as a result of COVID-19; and

**WHEREAS**, on March 7, 2020, I directed the Director of the Division of Emergency Management to activate the State Emergency Operations Center to Level 2 to provide coordination and response to the COVID-19 emergency; and

**WHEREAS**, as of March 9, 2020, eight counties in Florida have positive cases for COVID-19, and COVID-19 poses a risk to the entire state of Florida; and



**WHEREAS**, the CDC currently recommends community preparedness and everyday prevention measures be taken by all individuals and families in the United States, including voluntary home isolation when individuals are sick with respiratory symptoms, covering coughs and sneezes with a tissue and disposal of the tissue immediately thereafter, washing hands often with soap and water for at least 20 seconds, using of alcohol-based hand sanitizers with 60%-95% alcohol if soap and water are not readily available and routinely cleaning frequently touched surfaces and objects to increase community resilience and readiness for responding to an outbreak; and

**WHEREAS**, the CDC currently recommends mitigation measures for communities experiencing an outbreak including staying at home when sick, keeping away from others who are sick, limiting face-to-face contact with others as much as possible, consulting with your healthcare provider if individuals or members of a household are at high risk for COVID-19 complications, wearing a facemask if advised to do so by a healthcare provider or by a public health official, staying home when a household member is sick with respiratory disease symptoms if instructed to do so by public health officials or a health care provider; and

**WHEREAS**, as Governor, I am responsible for meeting the dangers presented to this state and its people by this emergency.

**NOW, THEREFORE, I, RON DESANTIS**, as Governor of Florida, by virtue of the authority vested in me by Article IV, Section (1)(a) of the Florida Constitution, Chapter 252, Florida Statutes, and all other applicable laws, promulgate the following Executive Order to take immediate effect:

Section 1. Because of the foregoing conditions, I declare a state of emergency exists in the State of Florida.

Section 2. I designate the Director of the Division of Emergency Management (“Director”) as the State Coordinating Officer for the duration of this emergency and direct him to execute the State’s Comprehensive Emergency Management Plan and other response, recovery, and mitigation plans necessary to cope with the emergency. Additionally, I designate the State Health Officer and Surgeon General as a Deputy State Coordinating Officer and State Incident Commander.

Pursuant to section 252.36(1)(a), Florida Statutes, I delegate to the State Coordinating Officer the authority to exercise those powers delineated in sections 252.36(5)-(10), Florida Statutes, which he shall exercise as needed to meet this emergency, subject to the limitations of section 252.33, Florida Statutes. In exercising the powers delegated by this Order, the State Coordinating Officer shall confer with the Governor to the fullest extent practicable. The State Coordinating Officer shall also have the authority to:

A. Seek direct assistance and enter into agreements with any and all agencies of the United States Government as may be needed to meet the emergency.

B. Designate additional Deputy State Coordinating Officers, as necessary.

C. Suspend the effect of any statute, rule, or order that would in any way prevent, hinder, or delay any mitigation, response, or recovery action necessary to cope with this emergency.

D. Enter orders as may be needed to implement any of the foregoing powers; however, the requirements of sections 252.46 and 120.54(4), Florida Statutes, do not apply to any such orders issued by the State Coordinating Officer; however, no such order shall remain in effect beyond the expiration of this Executive Order, to include any extension.

Section 3. I order the Adjutant General to activate the Florida National Guard, as needed, to deal with this emergency.



Section 4. I find that the special duties and responsibilities resting upon some State, regional, and local agencies and other governmental bodies in responding to the emergency may require them to suspend the application of the statutes, rules, ordinances, and orders they administer. Therefore, I issue the following authorizations:

A. Pursuant to section 252.36(1)(a), Florida Statutes, the Executive Office of the Governor may suspend all statutes and rules affecting budgeting to the extent necessary to provide budget authority for state agencies to cope with this emergency. The requirements of sections 252.46 and 120.54(4), Florida Statutes, do not apply to any such suspension issued by the Executive Office of the Governor; however, no such suspension shall remain in effect beyond the expiration of this Executive Order, to include any extension.

B. Each State agency may suspend the provisions of any regulatory statute prescribing the procedures for conduct of state business or the orders or rules of that agency, if strict compliance with the provisions of any such statute, order, or rule would in any way prevent, hinder, or delay necessary action in coping with the emergency. This includes, but is not limited to, the authority to suspend any and all statutes, rules, ordinances, or orders which affect leasing, printing, purchasing, travel, and the condition of employment and the compensation of employees. For the purposes of this Executive Order, “necessary action in coping with the emergency” means any emergency mitigation, response, or recovery action: (1) prescribed in the State Comprehensive Emergency Management Plan (“CEMP”); or (2) ordered by the State Coordinating Officer. The requirements of sections 252.46 and 120.54, Florida Statutes, shall not apply to any such suspension issued by a State agency; however, no such suspension shall remain in effect beyond the expiration of this Executive Order, to include any extensions.

C. In accordance with section 465.0275, Florida Statutes, pharmacists may dispense up to a 30-day emergency prescription refill of maintenance medication to persons who reside in an area or county covered under this Executive Order and to emergency personnel who have been activated by their state and local agency but who do not reside in an area or county covered by this Executive Order.

D. In accordance with section 252.38, Florida Statutes, each political subdivision within the State of Florida may waive the procedures and formalities otherwise required of the political subdivision by law pertaining to:

1) Performance of public work and taking whatever prudent action is necessary to ensure the health, safety, and welfare of the community;

2) Entering into contracts; however, political subdivisions are cautioned against entering into time and materials contracts without ceiling as defined by 2 CFR 200.318(j) or cost plus percentage contracts as defined by 2 CFR 200.323(d);

3) Incurring obligations;

4) Employment of permanent and temporary workers;

5) Utilization of volunteer workers;

6) Rental of equipment;

7) Acquisition and distribution, with or without compensation, of supplies, materials, and facilities; and,

8) Appropriation and expenditure of public funds.

E. All State agencies responsible for the use of State buildings and facilities may close such buildings and facilities in those portions of the State affected by this emergency, to the extent necessary to meet this emergency. I direct each State agency to report the closure of any State



building or facility to the Secretary of the Department of Management Services. Under the authority contained in section 252.36, Florida Statutes, I direct each County to report the closure of any building or facility operated or maintained by the County or any political subdivision therein to the Secretary of the Department of Management Services. Furthermore, I direct the Secretary of the Department of Management Services to:

- 1) Maintain an accurate and up-to-date list of all such closures; and,
- 2) Provide that list daily to the State Coordinating Officer.

Section 5. I find that the demands placed upon the funds appropriated to the agencies of the State of Florida and to local agencies are unreasonably great and the funds currently available may be inadequate to pay the costs of coping with this emergency. In accordance with section 252.37(2), Florida Statutes, I direct that sufficient funds be made available, as needed, by transferring and expending moneys appropriated for other purposes, moneys from unappropriated surplus funds, or from the Budget Stabilization Fund.

Section 6. All State agencies entering emergency final orders or other final actions in response to this emergency shall advise the State Coordinating Officer contemporaneously or as soon as practicable.

Section 7. Medical professionals and workers, social workers, and counselors with good and valid professional licenses issued by states other than the State of Florida may render such services in Florida during this emergency for persons affected by this emergency with the condition that such services be rendered to such persons free of charge, and with the further condition that such services be rendered under the auspices of the American Red Cross or the Florida Department of Health.

Section 8. All activities taken by the Director of the Division of Emergency Management and the State Health Officer and Surgeon General with respect to this emergency before the issuance of this Executive Order are ratified. This Executive Order shall expire sixty days from this date unless extended.



ATTEST:

*Laurel McKee*  
SECRETARY OF STATE

IN TESTIMONY WHEREOF, I have hereunto set my hand and caused the Great Seal of the State of Florida to be affixed, at Tallahassee, this 9th day of March, 2020.

*[Signature]*  
RON DESANTIS, GOVERNOR

FILED  
2020 MAR -9 PM 5:52  
DEPARTMENT OF STATE  
TALLAHASSEE, FLORIDA

**Board of Trustees**

**Meeting Agenda Memo**

Date: Tuesday, April 21, 2020  
 Title: **DOR Violation 20-000885 922 Fir Street**  
 Section & Item: 9.C.i  
 Department: Resident Relations, DOR  
 Fiscal Impact: N/A  
 Contact: Richard Armington, Resident Relations Manager, John W. Coffey ICMA-CM, Community Manager  
 Attachments: Statement of Violation 20-000885  
 Reviewed by  
 General Counsel: No  
 Approved by: John W. Coffey, ICMA-CM, Community Manager



**Requested Action by BOT**

Review violation and referral to Property Services.

**Background and Summary Information**

Article III, Section 2 (A) (D) - Lawn and Landscape Recurring Maintenance Condition of Prop. (A) (D) Lawn & Landscape (Recurring Maintenance)

First Violation occurred on 3/23/2020, three follow ups and pictures have been done since first Violation. Staff has signed Affidavit of Notices and attached four pictures. Respondent has been notified by First Class Mail and Certified Mail. Property posted.

Staff recommends that the BOT refer this Violation to Property Services to bring the property into compliance per Resolution 2015-17. If the BOT brings any such action to enforce the DOR, the charge for such action shall be charged to the Respondents account and shall constitute as a lien.

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

**BAREFOOT BAY RECREATION DISTRICT**

Petitioner

Vs

Case no. 20-000885

#615/ 20-000885

GARCIA, ROSARIO H

922 FIR STREET

BAREFOOT BAY, FL 32976

Respondent(s),

**STATEMENT OF VIOLATION**

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

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

• **ARTICLE III, SECT. 2 (A) (D) Lawn and Landscape Recurring Maintenance Condition of Prop. (A)(D) Lawn & Landscape (Recurring Mtn.)**

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

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

**LOCATION/ADDRESS WHERE VIOLATION EXISTS**

Block # 110 Lot # 24

922 FIR STREET

BAREFOOT BAY, FL 32976

**DESCRIPTION OF VIOLATION(s):** Lawn and landscape: Weeds need to be removed.

**DATE OF VIOLATION FIRST OBSERVED:** Mar 23, 2020

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

March 23, 2020 via First Class

via Certified return receipt requested.

**DATE ON/BY WHICH VIOLATION TO BE CORRECTED:** April 20, 2020

April 13, 2020

Deed of Restrictions Staff





922 Fir. Lawn and landscape: Weeds need to be removed.  
Mary Barry  
Mar 23, 2020



922 Fir. Lawn and landscape: Weeds need to be removed.  
Mary Barry  
Mar 23, 2020



922 Fir. Lawn and landscape: Weeds need to be removed.  
Mary Barry  
Mar 23, 2020

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

**NOTICE OF HEARING**

The Respondent must correct the alleged violation(s) contained in the enclosed Statement of Violation by the date set forth therein and contact the Deed of Restrictions Enforcement Officer who signed the Statement of Violation to verify such correction. If the Respondent disputes the existence of the violation(s) and wishes a hearing, notice is hereby given that a Hearing will be conducted before the Board of Trustees at **07:00 PM on April 21, 2020** at 1225 Barefoot Boulevard, Building D&E, Barefoot Bay, Florida. The purpose of this Hearing will be to determine whether or not the alleged violation(s) exist.

**If the violation(s) described in the Statement of Violation are corrected and then recur, or if the violations are not corrected by the time specified for correction, the case shall be presented to the Board of Trustees. Notice is hereby given that a Hearing will be conducted before the Barefoot Bay Board of Trustees at 07:00 PM on April 21, 2020 at 1225 Barefoot Boulevard, Building D&E, Barefoot Bay, Florida.**

***DUE TO THE FACT THAT ALL BOT MEETINGS ARE BEING STREAMED TO BLD A. THE HOMEOWNER WILL NEED TO BE PRESENT AT BLD A TO PRESENT TESTIMONY ON THE VIOLATION. NOTIFY MODERATOR AT BLD A THAT YOU ARE THERE FOR A VIOLATION CASE.***

The Board of Trustees will receive testimony and evidence at the Hearing and make Findings of Fact as are supported by the testimony and evidence pertaining to matters alleged in the enclosed Statement of Violations. The respondent is entitled to testify and present evidence and witnesses at the Hearing, or may be represented by an attorney. If the property is found to be in violation, all social, family, and golf memberships affiliated with the property will be automatically suspended. The Board of Trustees shall have the authority to bring an action for injunctive or other appropriate legal or equitable relief in a court of competent jurisdiction in Brevard County, Florida to remedy the violation. If the Board of Trustees brings any such legal action, the Board of Trustees shall be entitled to an award of Attorney's fees and court costs incident to bringing such action.

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

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

**April 13, 2020**  
Board of Trustees/Deed of Restrictions STAFF

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

**BAREFOOT BAY RECREATION DISTRICT**  
Petitioner

Vs

Case no. 20-000885

#615 / 20-000885  
GARCIA, ROSARIO H,  
922 FIR STREET  
BAREFOOT BAY, FL 32976  
Respondent(s),

**RE: 922 FIR STREET**  
Barefoot Bay, FL 32976

**AFFIDAVIT OF NOTICES**

STATE OF FLORIDA  
COUNTY OF BREVARD

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

1. That on or about the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, a Statement of Violations and a Notice of Hearing was mailed to the respondent at the above address by **First Class mail**.
2. That on or about the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, a Statement of Violations and a Notice of Hearing was mailed to the above respondent by **Certified mail**, return receipt requested, a copy of which is attached hereto.
3. That on or about the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, a Statement of Violations and a Notice of Hearing was **Posted** at the above referenced address a copy of which is attached hereto.
4. That on or about the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, a Statement of Violations and a Notice of Hearing was emailed to the Mortgage Servicer for above referenced address, a copy of which is attached hereto.

FURTHER AFFIANT SAYETH NOT.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.



\_\_\_\_\_  
Mary Barry, DOR Inspector

The Foregoing instrument was acknowledged before me on \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ by Mary Barry, who is personally known to me and did take an oath.

\_\_\_\_\_  
Notary Public  
State of Florida at Large

**Board of Trustees**

**Meeting Agenda Memo**

Date: Tuesday, April 21, 2020  
 Title: **DOR Violation 20-000931 1012 Royal Palm Drive**  
 Section & Item: 9.C.ii  
 Department: Resident Relations, DOR  
 Fiscal Impact: N/A  
 Contact: Richard Armington, Resident Relations Manager, John W. Coffey ICMA-CM, Community Manager  
 Attachments: Statement of Violation 20-000931  
 Reviewed by  
 General Counsel: No  
 Approved by: John W. Coffey, ICMA-CM, Community Manager



**Requested Action by BOT**

Review violation and referral to Property Services.

**Background and Summary Information**

Article III, Section 2 (A) (D) - Lawn and Landscape Recurring Maintenance Condition of Prop. (A) (D) Lawn & Landscape (Recurring Maintenance)

First Violation occurred on 4/1/2020, three follow ups and pictures have been done since first Violation. Staff has signed Affidavit of Notices and attached four pictures. Respondent has been notified by First Class Mail and Certified Mail. Property posted.

Staff recommends that the BOT refer this Violation to Property Services to bring the property into compliance per Resolution 2015-17. If the BOT brings any such action to enforce the DOR, the charge for such action shall be charged to the Respondents account and shall constitute as a lien.



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

**BAREFOOT BAY RECREATION DISTRICT**

Petitioner

Vs

Case no. 20-000931

#1220/ 20-000931

INTERNATIONAL INSURANCE LOSS

1012 ROYAL PALM DR

SEBASTIAN, FL 32976

Respondent(s),

**STATEMENT OF VIOLATION**

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

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

• **ARTICLE III, SECT. 2 (A) (D) Lawn and Landscape Recurring Maintenance Condition of Prop. (A)(D) Lawn & Landscape (Recurring Mtnc.)**

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

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

**LOCATION/ADDRESS WHERE VIOLATION EXISTS**

Block # 43 Lot # 31  
1012 ROYAL PALM DRIVE  
BAREFOOT BAY, FL 32976

**DESCRIPTION OF VIOLATION(s):** Lawn and landscape: high grass/weeds/overgrown bushes

**DATE OF VIOLATION FIRST OBSERVED:** Apr 01, 2020

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

April 01, 2020 via First Class  
via Certified return receipt requested.

**DATE ON/BY WHICH VIOLATION TO BE CORRECTED:** April 20, 2020

Deed of Restrictions Staff



1012 Royal Palm. Lawn and landscape: high grass/weeds/overgrown bushes  
Mary Barry  
Apr 13, 2020



1012 Royal Palm. Lawn and landscape: high grass/weeds/overgrown bushes  
Mary Barry

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

**NOTICE OF HEARING**

The Respondent must correct the alleged violation(s) contained in the enclosed Statement of Violation by the date set forth therein and contact the Deed of Restrictions Enforcement Officer who signed the Statement of Violation to verify such correction. If the Respondent disputes the existence of the violation(s) and wishes a hearing, notice is hereby given that a Hearing will be conducted before the Board of Trustees at **07:00 PM on April 21, 2020** at 1225 Barefoot Boulevard, Building D&E, Barefoot Bay, Florida. The purpose of this Hearing will be to determine whether or not the alleged violation(s) exist.

**If the violation(s) described in the Statement of Violation are corrected and then recur, or if the violations are not corrected by the time specified for correction, the case shall be presented to the Board of Trustees. Notice is hereby given that a Hearing will be conducted before the Barefoot Bay Board of Trustees at 07:00 PM on April 21, 2020 at 1225 Barefoot Boulevard, Building D&E, Barefoot Bay, Florida.**

***DUE TO THE FACT THAT ALL BOT MEETINGS ARE BEING STREAMED TO BLD A. THE HOMEOWNER WILL NEED TO BE PRESENT AT BLD A TO PRESENT TESTIMONY ON THE VIOLATION. NOTIFY MODERATOR AT BLD A THAT YOU ARE THERE FOR A VIOLATION CASE.***

The Board of Trustees will receive testimony and evidence at the Hearing and make Findings of Fact as are supported by the testimony and evidence pertaining to matters alleged in the enclosed Statement of Violations. The respondent is entitled to testify and present evidence and witnesses at the Hearing, or may be represented by an attorney. If the property is found to be in violation, all social, family, and golf memberships affiliated with the property will be automatically suspended. The Board of Trustees shall have the authority to bring an action for injunctive or other appropriate legal or equitable relief in a court of competent jurisdiction in Brevard County, Florida to remedy the violation. If the Board of Trustees brings any such legal action, the Board of Trustees shall be entitled to an award of Attorney's fees and court costs incident to bringing such action.

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

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

**April 13, 2020**

Board of Trustees/Deed of Restrictions STAFF

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

**BAREFOOT BAY RECREATION DISTRICT**  
Petitioner

Vs

Case no. 20-000931

#1220 / 20-000931  
INTERNATIONAL INSURANCE LOSS,  
1012 ROYAL PALM DR  
SEBASTIAN, FL 32976  
Respondent(s),

**RE: 1012 ROYAL PALM DRIVE**  
Barefoot Bay, FL 32976

**AFFIDAVIT OF NOTICES**

STATE OF FLORIDA  
COUNTY OF BREVARD

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

1. That on or about the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, a Statement of Violations and a Notice of Hearing was mailed to the respondent at the above address by **First Class mail**.
2. That on or about the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, a Statement of Violations and a Notice of Hearing was mailed to the above respondent by **Certified mail**, return receipt requested, a copy of which is attached hereto.
3. That on or about the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, a Statement of Violations and a Notice of Hearing was **Posted** at the above referenced address a copy of which is attached hereto.
4. That on or about the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, a Statement of Violations and a Notice of Hearing was emailed to the Mortgage Servicer for above referenced address, a copy of which is attached hereto.

FURTHER AFFIANT SAYETH NOT.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.



\_\_\_\_\_  
Mary Barry, DOR Inspector

The Foregoing instrument was acknowledged before me on \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ by Mary Barry, who is personally known to me and did take an oath.

\_\_\_\_\_  
Notary Public  
State of Florida at Large

**Board of Trustees**

**Meeting Agenda Memo**

Date: Tuesday, April 21, 2020  
 Title: **DOR Violation 20-000963 1374 Barefoot Circle**  
 Section & Item: 9.C.iii  
 Department: Resident Relations, DOR  
 Fiscal Impact: N/A  
 Contact: Richard Armington, Resident Relations Manager, John W. Coffey ICMA-CM, Community Manager  
 Attachments: Statement of Violation 20-000963  
 Reviewed by  
 General Counsel: No  
 Approved by: John W. Coffey, ICMA-CM, Community Manager



**Requested Action by BOT**

Review violation and referral to Property Services

**Background and Summary Information**

Article III, Section 2 (A) (D) - Lawn and Landscape Recurring Maintenance Condition of Prop. (A) (D) Lawn & Landscape (Recurring Maintenance)

First Violation occurred on 4/13/2020, one follow ups and one picture have been done since first Violation. Staff has signed Affidavit of Notices and attached four pictures. Respondent has been notified by First Class Mail and Certified Mail. Property posted.

Staff recommends that the BOT refer this Violation to Property Services to bring the property into compliance per Resolution 2015-17. If the BOT brings any such action to enforce the DOR, the charge for such action shall be charged to the Respondents account and shall constitute as a lien.

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

**BAREFOOT BAY RECREATION DISTRICT**

Petitioner

Vs

Case no. 20-000963

#2419/ 20-000963

THE ESTATE OF BRODIE, ROBERT J  
359 PEGGY CIRCLE NE  
PALM BAY, FL 32907

Respondent(s),

**STATEMENT OF VIOLATION**

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

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

• **ARTICLE III, SECT. 2 (A) (D) Lawn and Landscape Recurring Maintenance Condition of Prop. (A)(D) Lawn & Landscape (Recurring Mtn.)**

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

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**LOCATION/ADDRESS WHERE VIOLATION EXISTS**

Block # 42 Lot # 3  
1374 BAREFOOT CIRCLE  
BAREFOOT BAY, FL 32976

**DESCRIPTION OF VIOLATION(s):** Lawn and landscape: high grass/weeds/overgrown bushes

**DATE OF VIOLATION FIRST OBSERVED:** Apr 13, 2020

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

April 13, 2020 via First Class  
via Certified return receipt requested.

**DATE ON/BY WHICH VIOLATION TO BE CORRECTED:** April 20, 2020

April 13, 2020

Deed of Restrictions Staff



1374 Barefoot Cir. Lawn and landscape: high grass/weeds/overgrown bushes  
Mary Barry  
Apr 13, 2020

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

**NOTICE OF HEARING**

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**April 13, 2020**

Board of Trustees/Deed of Restrictions STAFF



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

**BAREFOOT BAY RECREATION DISTRICT**  
Petitioner

Vs

Case no. 20-000963

#2419 / 20-000963  
THE ESTATE OF BRODIE, ROBERT J,  
359 PEGGY CIRCLE NE  
PALM BAY, FL 32907

Respondent(s),

**RE: 1374 BAREFOOT CIRCLE**  
Barefoot Bay, FL 32976

**AFFIDAVIT OF NOTICES**

STATE OF FLORIDA  
COUNTY OF BREVARD

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

1. That on or about the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, a Statement of Violations and a Notice of Hearing was mailed to the respondent at the above address by **First Class mail**.
2. That on or about the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, a Statement of Violations and a Notice of Hearing was mailed to the above respondent by **Certified mail**, return receipt requested, a copy of which is attached hereto.
3. That on or about the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, a Statement of Violations and a Notice of Hearing was **Posted** at the above referenced address a copy of which is attached hereto.
4. That on or about the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, a Statement of Violations and a Notice of Hearing was emailed to the Mortgage Servicer for above referenced address, a copy of which is attached hereto.

FURTHER AFFIANT SAYETH NOT.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.



\_\_\_\_\_  
Mary Barry, DOR Inspector

The Foregoing instrument was acknowledged before me on \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ by Mary Barry, who is personally known to me and did take an oath.

\_\_\_\_\_  
Notary Public  
State of Florida at Large

**Board of Trustees**

**Meeting Agenda Memo**

Date: Tuesday, April 21, 2020  
 Title: **DOR Violation 20-000959 1376 Barefoot Circle**  
 Section & Item: 9.C.iv  
 Department: Resident Relations, DOR  
 Fiscal Impact: N/A  
 Contact: Richard Armington, Resident Relations Manager, John W. Coffey ICMA-CM, Community Manager  
 Attachments: Statement of Violation 20-000959  
 Reviewed by  
 General Counsel: No  
 Approved by: John W. Coffey, ICMA-CM, Community Manager



**Requested Action by BOT**

Review violation and referral to Property Services

**Background and Summary Information**

Article III, Section 2 (A) (D) - Lawn and Landscape Recurring Maintenance Condition of Prop. (A) (D) Lawn & Landscape (Recurring Maintenance)

First Violation occurred on 4/8/2020, three follow ups and two pictures have been done since first Violation. Staff has signed Affidavit of Notices and attached four pictures. Respondent has been notified by First Class Mail and Certified Mail. Property posted.

Staff recommends that the BOT refer this Violation to Property Services to bring the property into compliance per Resolution 2015-17. If the BOT brings any such action to enforce the DOR, the charge for such action shall be charged to the Respondents account and shall constitute as a lien.

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

**BAREFOOT BAY RECREATION DISTRICT**

Petitioner

Vs

Case no. 20-000959

#4286/ 20-000959

THE ESTATE OF BRODIE, ROBERT J  
359 PEGGY CIRCLE NE  
PALM BAY, FL 32907

Respondent(s),

**STATEMENT OF VIOLATION**

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

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

• **ARTICLE III, SECT. 2 (A) (D) Lawn and Landscape Recurring Maintenance Condition of Prop. (A)(D) Lawn & Landscape (Recurring Mtn.)**

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

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

**LOCATION/ADDRESS WHERE VIOLATION EXISTS**

Block # 42 Lot # 4  
1376 BAREFOOT CIRCLE  
BAREFOOT BAY, FL 32976

**DESCRIPTION OF VIOLATION(s):** Lawn and landscape: high grass/weeds/overgrown bushes

**DATE OF VIOLATION FIRST OBSERVED:** Apr 08, 2020

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

via First Class  
via Certified return receipt requested.

**DATE ON/BY WHICH VIOLATION TO BE CORRECTED:** April 20, 2020

April 13, 2020

Deed of Restrictions Staff



1376 Barefoot Cir. Lawn and landscape: high grass/weeds/overgrown bushes  
Mary Barry  
Apr 13, 2020

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

**NOTICE OF HEARING**

The Respondent must correct the alleged violation(s) contained in the enclosed Statement of Violation by the date set forth therein and contact the Deed of Restrictions Enforcement Officer who signed the Statement of Violation to verify such correction. If the Respondent disputes the existence of the violation(s) and wishes a hearing, notice is hereby given that a Hearing will be conducted before the Board of Trustees at **07:00 PM on April 21, 2020** at 1225 Barefoot Boulevard, Building D&E, Barefoot Bay, Florida. The purpose of this Hearing will be to determine whether or not the alleged violation(s) exist.

**If the violation(s) described in the Statement of Violation are corrected and then recur, or if the violations are not corrected by the time specified for correction, the case shall be presented to the Board of Trustees. Notice is hereby given that a Hearing will be conducted before the Barefoot Bay Board of Trustees at 07:00 PM on April 21, 2020 at 1225 Barefoot Boulevard, Building D&E, Barefoot Bay, Florida.**

***DUE TO THE FACT THAT ALL BOT MEETINGS ARE BEING STREAMED TO BLD A. THE HOMEOWNER WILL NEED TO BE PRESENT AT BLD A TO PRESENT TESTIMONY ON THE VIOLATION. NOTIFY MODERATOR AT BLD A THAT YOU ARE THERE FOR A VIOLATION CASE.***

The Board of Trustees will receive testimony and evidence at the Hearing and make Findings of Fact as are supported by the testimony and evidence pertaining to matters alleged in the enclosed Statement of Violations. The respondent is entitled to testify and present evidence and witnesses at the Hearing, or may be represented by an attorney. If the property is found to be in violation, all social, family, and golf memberships affiliated with the property will be automatically suspended. The Board of Trustees shall have the authority to bring an action for injunctive or other appropriate legal or equitable relief in a court of competent jurisdiction in Brevard County, Florida to remedy the violation. If the Board of Trustees brings any such legal action, the Board of Trustees shall be entitled to an award of Attorney's fees and court costs incident to bringing such action.

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

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

**April 13, 2020**

Board of Trustees/Deed of Restrictions STAFF

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

**BAREFOOT BAY RECREATION DISTRICT**  
Petitioner

Vs

Case no. 20-000959

#4286 / 20-000959  
THE ESTATE OF BRODIE, ROBERT J,  
359 PEGGY CIRCLE NE  
PALM BAY, FL 32907

Respondent(s),

**RE: 1376 BAREFOOT CIRCLE**  
Barefoot Bay, FL 32976

**AFFIDAVIT OF NOTICES**

STATE OF FLORIDA  
COUNTY OF BREVARD

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

1. That on or about the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, a Statement of Violations and a Notice of Hearing was mailed to the respondent at the above address by **First Class mail**.
2. That on or about the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, a Statement of Violations and a Notice of Hearing was mailed to the above respondent by **Certified mail**, return receipt requested, a copy of which is attached hereto.
3. That on or about the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, a Statement of Violations and a Notice of Hearing was **Posted** at the above referenced address a copy of which is attached hereto.
4. That on or about the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, a Statement of Violations and a Notice of Hearing was emailed to the Mortgage Servicer for above referenced address, a copy of which is attached hereto.

FURTHER AFFIANT SAYETH NOT.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.



\_\_\_\_\_  
Mary Barry, DOR Inspector

The Foregoing instrument was acknowledged before me on \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ by Mary Barry, who is personally known to me and did take an oath.

\_\_\_\_\_  
Notary Public  
State of Florida at Large

**Board of Trustees**

**Meeting Agenda Memo**

Date: Tuesday, April 21, 2020  
 Title: **DOR Violation 19-004867 833 Vireo Drive**  
 Section & Item: 9.C.v  
 Department: Resident Relations, DOR  
 Fiscal Impact: N/A  
 Contact: Richard Armington, Resident Relations Manager, John W. Coffey ICMA-CM, Community Manager  
 Attachments: Statement of Violation 19-004867  
 Reviewed by  
 General Counsel: No  
 Approved by: John W. Coffey, ICMA-CM, Community Manager



**Requested Action by BOT**

Review violation and referral to Property Services

**Background and Summary Information**

Article III, Section 2 (A) (D) - Lawn and Landscape Recurring Maintenance Condition of Prop. (A) (D) Lawn & Landscape (Recurring Maintenance)

First Violation occurred on 11/21/2019, ten follow ups and twelve pictures have been done since first Violation. Staff has signed Affidavit of Notices and attached four pictures. Respondent has been notified by First Class Mail and Certified Mail. Property posted.

Staff recommends that the BOT refer this Violation to Property Services to bring the property into compliance per Resolution 2015-17. If the BOT brings any such action to enforce the DOR, the charge for such action shall be charged to the Respondents account and shall constitute as a lien.

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

**BAREFOOT BAY RECREATION DISTRICT**

Petitioner

Vs

Case no. 19-004867

#4040/ 19-004867

BRINKER, HURROL B

554 TARPON DRIVE

BAREFOOT BAY, FL 32976

Respondent(s),

**STATEMENT OF VIOLATION**

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

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

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**LOCATION/ADDRESS WHERE VIOLATION EXISTS**

Block # 101 Lot # 17

833 VIREO DRIVE

BAREFOOT BAY, FL 32976

**DESCRIPTION OF VIOLATION(s):** Lawn and landscape: High grass, overgrowth, weeds. Grass must be mowed, overgrowth must be pruned/trimmed in accordance with common care practices, weeds must be removed.

**DATE OF VIOLATION FIRST OBSERVED:** Nov 20, 2019

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

November 21, 2019 via First Class

via Certified return receipt requested.

**DATE ON/BY WHICH VIOLATION TO BE CORRECTED:** April 20, 2020

Deed of Restrictions Staff

April 13, 2020





833 Vireo. Lawn and landscape: high grass/weeds/overgrown bushes  
Mary Barry  
Apr 13, 2020



833 Vireo. Lawn and landscape: high grass/weeds/overgrown bushes  
Mary Barry  
Apr 08, 2020



833 Vireo. Lawn and landscape: high grass/weeds/overgrown bushes  
Mary Barry  
Apr 08, 2020

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

**NOTICE OF HEARING**

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**April 13, 2020**

Board of Trustees/Deed of Restrictions STAFF

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

**BAREFOOT BAY RECREATION DISTRICT**  
Petitioner

Vs

Case no. 19-004867

#4040 / 19-004867  
BRINKER, HURROL B,  
554 TARPON DRIVE  
BAREFOOT BAY, FL 32976  
Respondent(s),

**RE: 833 VIREO DRIVE**  
Barefoot Bay, FL 32976

**AFFIDAVIT OF NOTICES**

STATE OF FLORIDA  
COUNTY OF BREVARD

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

1. That on or about the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, a Statement of Violations and a Notice of Hearing was mailed to the respondent at the above address by **First Class mail**.
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FURTHER AFFIANT SAYETH NOT.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.



\_\_\_\_\_  
Mary Barry, DOR Inspector

The Foregoing instrument was acknowledged before me on \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ by Mary Barry, who is personally known to me and did take an oath.

\_\_\_\_\_  
Notary Public  
State of Florida at Large

**Board of Trustees Meeting Agenda Memo**

Date: Tuesday, April 21, 2020  
Title: **Building A Renovations RFP Evaluation Committee Recommendation**

Section & Item: 9.D  
Department: R&M/Capital Projects  
Fiscal Impact: \$564,435.00 (FY20 Revised Budget of \$571,000.00)  
Contact: Roger Compton, Secretary, Kathy Mendes, Food & Beverage Manager, Matt Goetz, Property Services Manager, John W. Coffey ICMA-CM, Community Manager  
Attachments: Parkit 2020 proposal, March 27 2020 eval committee meeting, April 02 2020 eval committee meeting



Reviewed by General  
Counsel: No  
Approved by: John W. Coffey, ICMA-CM, Community Manager

**Requested Action by BOT**

Consideration of RFP evaluation committee recommendation.

**Background and Summary Information**

The FY20 Revised Budget contains \$571,000 in the REM/Capital Department the Building A Renovations Project that contains the following elements:

- Final phase of electrical infrastructure upgrades (multi-year phased projected started in FY16 and delayed for various reasons)
- HVAC Renovations as based on a 2017 assessment to improve efficiency and incorporate needs of an expanded kitchen
- Renovation and expansion of the kitchen

On February 25, 2020, the BOT authorized the release of a Request for Proposal for the project. On March 27th, the evaluation committee met and opened the following bid:

\$564,435.00 Parkit Construction, Inc.

On April 2nd, the evaluation committee met and made the following recommendation.

- Accept the proposal from Parkit Construction, Inc. as presented.

The reader should note the following facts:

- Parkit Construction, Inc. was the vendor who successfully completed the Building C Exterior Renovations project in 2019.
- The FY21-25 5yrFM&CIP contains \$600,000.00 for this project in FY20 Year-end Estimate calculations. An estimated \$30,000.00 of needed equipment for the project is excluded from the proposal and is planned to be procured independently by staff after the construction project is completed.
- The FY20 Year-end Estimate workplan assumes acquiring a \$350,000, 4-year repayment schedule. General Counsel Repperger has not yet obtained legal advice regarding if this planned loan would require validation (90 day court process assuming no appeal).


- While the BOT will likely need to cut some existing projects from the FY20 workplan and FY21 Working Draft Proposed Budget (or increase revenues) due to the impacts of the Coronavirus pandemic, staff believes this project should be a top priority.

Hence, staff recommends the BOT award contract for Building A Renovations to Parkit Construction, Inc. in the amount of \$564,435.00.

## SECTION IV

**REQUEST FOR PROPOSAL #2019-02**  
**Building A Renovations**

**Contact Information**

Company Name: Parkit Construction, Inc.  
 Address: PO Box 120278 West Melbourne, FL 32912-0278  
 Point of Contact (name): Dave Park, P.E., C.G.C.  
 Telephone Number: (321) 426-6556  
 E-mail address: dpark1@cfl.rr.com  
 Person authorized to submit proposal (name and title): Dave Park  
 Signature of person listed immediately above:   
 Date: 03/26/2020

**Experience and References**

Number of years company has worked in Brevard County: 15 years

Sub-contactors to be used on project (name, address, telephone number):

Current Electrical Solutions, Inc. 166 Center St. #112, Cape Canaveral, FL 32920. Phone #: (321) 412-3201 Electrical  
Tuffest Concrete, Inc. 385 Humbert Street, Palm Bay, FL 32907. Phone #: (321) 288-9396 Concrete/Carpentry  
Keep N Cool, Inc. 149 St. George Road, West Melbourne, FL . 32904. Phone #: (321) 431-4610 HVAC  
Other subs will be properly licensed and insured in their respective trades. BBRD will be given an opportunity to reasonably vet other subs prior to engaging them on the project.

References (name of project, company name, address, telephone number):

Please visit our website [www.parkitconstruction.com](http://www.parkitconstruction.com) to view pictures of some of our previous work

Finishing up Palm Bay Police Department 911 Fire Suppression and HVAC Replacement

130 Malabar Road SW, Palm Bay, FL 32907. Contact Mr. Greg Minor, Facilities Director (321) 733-3085 ext 2238

Currently working on Cocoa Lift Station Control Panel Replacement & Misc. Site Work

15 N. Indian River Drive, Cocoa, Florida 32922. Contact Mr. Kevin Joseph, E.I. Utilities Assoc. Eng (321) 433-8793

Completed Barefoot Bay Recreation District Building C Exterior Renovation in October of 2019

625 Barefoot Boulevard, Barefoot Bay, FL 32976. Contacts Mr. Matt Goetz & Mr. John Coffey (772) 664-2063

Prior work for Barefoot Bay Recreation District:

Completed Barefoot Bay Recreation District Building C Exterior Renovation in October of 2019

**Anticipated start Date and number of days of the project**

Permit application date: 10 days after award

Date of commencement of work: 10 days after issuance of permit from Brevard County

Number of work days (excluding weekends): 129 work days or 180 calendar days after permit is issued due to extended lead time on some of the Kitchen Specialty Equipment.

See Proposed Schedule of Values Breakdown  
& Overall Total on following Page

Page 9 of 9



**Parkit Construction Project Proposal: Barefoot Bay Building A Renovation**  
**Bid Date: Thursday, 3/26/20 @ 4:30 PM (Exhibit A Schedule of Values)**

REF. No.	Description	Est Qty	Unit	Unit Cost	Bid
1	Permitting	1	LS	\$ 8,342.00	\$ 8,342.00
2	Mobilization	1	LS	\$ 16,197.00	\$ 16,197.00
3	Demolition	1	LS	\$ 10,440.00	\$ 10,440.00
4	Building Slab Work	1	LS	\$ 11,600.00	\$ 11,600.00
5	Electrical Scope of Work	1	LS	\$ 69,600.00	\$ 69,600.00
6	HVAC Scope of Work	1	LS	\$ 117,508.00	\$ 117,508.00
7	Plumbing Scope of Work	1	LS	\$ 66,700.00	\$ 66,700.00
8	Kitchen Equipment per Plan less B. Bay Items	1	LS	\$ 216,486.00	\$ 216,486.00
9	Doors (1 double and 2 single)	3	Ea	\$ 3,094.00	\$ 9,282.00
10	Ceiling Tile	1	LS	\$ 4,640.00	\$ 4,640.00
11	Flooring Tile	1	LS	\$ 12,760.00	\$ 12,760.00
12	Drywall / Wall Finishes	1	LS	\$ 11,600.00	\$ 11,600.00
13	Paint	1	LS	\$ 4,640.00	\$ 4,640.00
14	Miscellaneous / Punchlist	1	LS	\$ 4,640.00	\$ 4,640.00
<b>Total Base Bid</b>				<b>\$</b>	<b>564,435.00</b>

**Parkit Proposal Notes / Caveats:**

1	Price valid for 45 calendar days
2	Deposits on Kitchen, Mechanical and Electrical equipment packages will be tendered to vendors within 2 business days after receipt from Owner - Barefoot Bay Recreation District
3	Deposits on Equipment detailed in Note #2 above are 50% upon ordering, 40% upon delivery to local area warehouse or project site, final 10% upon installation. Invoices to be provided to BBRD

# Exhibit A

## Sample A1A Schedule of Values Form

CONTINUATION SHEET

SCHEDULE of VALUES

Page of Pages

APPLICATION AND CERTIFICATION FOR PAYMENT, containing Subcontractor's signed Certification, is attached. In tabulations below, amounts are stated to the nearest dollar. Use Column I on Contracts where variable retainage for line items may apply.

CONTRACTOR: \_\_\_\_\_  
 APPLICATION NO: \_\_\_\_\_  
 APPLICATION DATE: \_\_\_\_\_  
 PERIOD TO: \_\_\_\_\_  
 PROJECT NAME: \_\_\_\_\_

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED FROM PREVIOUS APPLICATION	E WORK COMPLETED THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D or E)	G TOTAL COMPLETED AND STORED TO DATE (D + E + F)		H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
							% (G divided by C)		
1	General Conditions	\$ -	\$ -	\$ -		\$ -	0.00%	\$ -	
2	Sitework	\$ -	\$ -	\$ -		\$ -	0.00%	\$ -	
3	Fencing	\$ -	\$ -	\$ -		\$ -	0.00%	\$ -	
4	Landscape & Irrigation	\$ -	\$ -	\$ -		\$ -	0.00%	\$ -	
5	Concrete - Slab	\$ -	\$ -	\$ -		\$ -	0.00%	\$ -	
6	Concrete Parking & Walks	\$ -	\$ -	\$ -		\$ -	0.00%	\$ -	
7	Masonry	\$ -	\$ -	\$ -		\$ -	0.00%	\$ -	
8	Structural Steel	\$ -	\$ -	\$ -		\$ -	0.00%	\$ -	
9	Rough Carpentry	\$ -	\$ -	\$ -		\$ -	0.00%	\$ -	
10	Siding Carpentry	\$ -	\$ -	\$ -		\$ -	0.00%	\$ -	
11	Wood Trusses	\$ -	\$ -	\$ -		\$ -	0.00%	\$ -	
12	Materials	\$ -	\$ -	\$ -		\$ -	0.00%	\$ -	
13	Finish carpentry	\$ -	\$ -	\$ -		\$ -	0.00%	\$ -	
14	Cabinets	\$ -	\$ -	\$ -		\$ -	0.00%	\$ -	
15	Counter Allowance	\$ -	\$ -	\$ -		\$ -	0.00%	\$ -	
16	Roofing	\$ -	\$ -	\$ -		\$ -	0.00%	\$ -	
17	Int. & Ext. Insulation	\$ -	\$ -	\$ -		\$ -	0.00%	\$ -	
18	Doors & Hardware	\$ -	\$ -	\$ -		\$ -	0.00%	\$ -	
19	Windows	\$ -	\$ -	\$ -		\$ -	0.00%	\$ -	
20	Stucco	\$ -	\$ -	\$ -		\$ -	0.00%	\$ -	
20	Drywall	\$ -	\$ -	\$ -		\$ -	0.00%	\$ -	
21	Acoustical Ceiling	\$ -	\$ -	\$ -		\$ -	0.00%	\$ -	
22	Floorcovering	\$ -	\$ -	\$ -		\$ -	0.00%	\$ -	
23	Painting	\$ -	\$ -	\$ -		\$ -	0.00%	\$ -	
24	Specialties	\$ -	\$ -	\$ -		\$ -	0.00%	\$ -	
25	Plumbing	\$ -	\$ -	\$ -		\$ -	0.00%	\$ -	
26	HVAC	\$ -	\$ -	\$ -		\$ -	0.00%	\$ -	
26	Electric	\$ -	\$ -	\$ -		\$ -	0.00%	\$ -	
26	Phone & Electric Service Allowance	\$ -	\$ -	\$ -		\$ -	0.00%	\$ -	
26	OH & Profit	\$ -	\$ -	\$ -		\$ -	0.00%	\$ -	
1	C.O. #1	\$ -	\$ -	\$ -		\$ -	0.00%	\$ -	
2	C.O. #2	\$ -	\$ -	\$ -		\$ -	0.00%	\$ -	
<b>COLUMN TOTALS</b>		0.00	0.00	0.00		\$ -	#DIV/0!	\$ -	



## Exhibit B

### Items to be procured by Barefoot Bay Recreation District after completion of the project Item (numbers directly from the Equipment Schedule)

#10	1 Freezer, undercounter	Blue Air	BLUF48
#15	1 REFRIGERATOR, STAND	True Food Service	TRCB-72
#21	1 OVEN, MICROWAVE	Panasonic	NE-1257
#24	1 REFRIGERATOR, ROLL-IN	True	STG2RRI-2S
#25	1 OVEN, SLOW COOK/HOLD	Alto-Sham	1000-TH-1
#26	2 DOLLY, DISHRACK	Cambro	CD2020110
#27	2 WORKTABLE W/OVERSHELF	BK Resources	QVTOB-9630
#28	1 CART, BANQUET SERVICE	ALTO-SHAM	1000-BQ2/128
#29	1 REFRIGERATOR, WORKTOP	BLUE AIR	BLUR60
#30	2 CART, DISH & TRAY	CAMBRO	DC1225110
#31	1 CABINET, MOBILE, WARMING & HOLDING	ALTO-SHAM	1200-UP

REMOVE #23 ICE MAKER W/O BIN (HOSHIZAKI AMERICA) from the Equipment Plan

New ice machine in Building A is a Manitowoc Indigo NXT Series Ice maker

48" W x 24" D x 29-1/2" H

The size of the existing ice machine will need to be accommodated for in the layout of equipment.

**March 27, 2020**

**Building A Renovations RFP Evaluation Committee Meeting Minutes**

Committee member Chairman Klosky welcomed everyone and started the meeting.

Committee member Trustee Roger Compton lead Pledge of Allegiance.

**Roll Call:**

Chairman Joseph Klosky, Committee member Trustee Roger Compton, Committee member Kathy Mendes (Food & Beverage Manager), Committee member John W. Coffey, ICMA-CM (Community Manager), Trustee Randy Loveland, Trustee Henderson, and Hurrol Brinker.

**Selection of Chairman:**

Kathy Mendes nominated Trustee Roger Compton. Approved by acclamation.

**Opening of RFP:**

Committee Chairman Compton opened the proposal from Parkit Construction, Inc. Proposal cost was \$564,435.00.

**Discussion of proposal:**

Kathy Mendes stated she believes the additional equipment to be provided by BBRD will cost about \$30,000.00.

Next meeting is Thursday, April 2, 2020 in Administration Building Conference Room at 10am.

Committee Chairman Compton made a motion to adjourn. Approved by acclamation at 10:20am.

**April 2, 2020**

**Building A Renovations RFP Evaluation Committee Meeting Minutes**

Committee Chairman Trustee Compton welcomed everyone and started the meeting at 10am.

Committee member Chairman Klosky lead Pledge of Allegiance

Roll call

Present: Committee Chairman Trustee Compton, Committee member Mendes, Committee member Chairman Klosky, Committee member Coffey and Trustee Henderson

Excused: Committee member Ann Manzo

Approval of minutes

Committee member Mendes made a motion to approve, Committee Chairman Trustee Compton seconded, approved 2-0.

RFP review

Committee member Mendes made a motion to recommend approval of the Parkit proposal to the BOT, seconded by Committee Chairman Trustee Compton, approved 2-0.

Motion by Committee Chairman Trustee Compton to adjourn, seconded by Committee member Mendes, approved 2-0.

Meeting ended at 10:06am.

## Board of Trustees Meeting Agenda Memo

Date: Tuesday, April 21, 2020  
Title: **Lounge Roof Replacement Award of Contract**  
Section & Item: 9.E  
Department: R&M/Capital Projects  
Fiscal Impact: \$49,950.00  
Contact: Matt Goetz, Property Services Manager, John W. Coffey  
ICMA-CM, Community Manager  
Attachments: Lounge Proposal, email from Matt Goetz, Policy manual  
excerpt  
Reviewed by  
General Counsel: N/A  
Approved by: John W. Coffey, ICMA-CM, Community Manager



### Requested Action by BOT

Award of contract.

### Background and Summary Information

The Lounge roof has needed replacement for the last several years. Originally included in the FY18 Approved Budget, the project has repeatedly been pushed out due to changing concepts of a project to expand the Lounge (i.e. staff did not want to replace the roof and then have that new roof torn up a year or two later if the roof line was going to be dramatically altered). With the BOT's decision to shift from a 4,000 s.f. expansion of the building to a combination of a minor building expansion and lakeside renovations, staff included the cost of replacing the roof in the FY20 Year-end estimate column of the FY21-25 5yrFM&CIP which the BOT did not change.

As attested to by Property Services Matt Goetz (see attachment) staff has repeatedly sought multiple bids for this project but only have received the following:

\$49,950.00 MB Enterprises Roofing & Sheet Metal, Inc.  
(sub-contractor who replaced the roof on Building C last year)

Per BBRD's Policy Manual, Page 12, "Use of Purchase Orders - Competitive Pricing" paragraph two, staff can waive the 2nd bid requirement *If staff is unable to obtain more than one quote or bid after a reasonable time, the Community Manager may authorize the procurement based on the Department Manager's recommendation and use of Exception to Competition, #9 "Under other documented and justified circumstances approved by the Community Manager."*

While the BOT will likely need to cut some existing projects from the FY20 workplan and FY21 Working Draft Proposed Budget (or increase revenues) due to the impacts of the Coronavirus pandemic, staff believes the replacement of obsolete roofs should be a top priority.

Hence, staff recommends the BOT award contract for the Lounge Roof Replacement to MB Enterprises Roofing & Sheet Metal, Inc. in the amount \$49,950.00 while waiving the second bid requirement.

# Proposal

## MB Enterprises Roofing & Sheet Metal, Inc.

State Certified / CCC032498  
540 2nd Street SW  
Vero Beach, Florida 32962  
(772)562-7549

PROPOSAL SUBMITTED TO Barefoot Bay Attn: Matt	PHONE 772-494-9985	DATE 12/9/19
STREET	JOB NAME Lounge	EMAIL <a href="mailto:mattgoetz@bbrd.org">mattgoetz@bbrd.org</a>
CITY, STATE AND ZIP CODE Vero Beach, FL	JOB LOCATION	

We hereby submit specifications and estimates for: **Re-Roof**

Remove existing roof system down to plywood deck and dispose of

Inspect plywood and nail according to code using 8d ring shank nails

Dry in with Titanium PSU-30 Peel & Stick

Install all new flashings and vents to match roof system

Furnish and install new 26 ga. Kynar coated Galvalume standing seam snap lock 1" rib Color: Colonial Red

Pitch flat roof according to code

Flat roof (x3) - Install 2 ply system: 1 ply SAV & 1 ply Polyfresco cap sheet (20 yr. product warranty)

Price includes: Permit fee; Dump fees; 5 year Labor Warranty; and 2 sheet plywood allowance (\$85/sheet after 2 sheet allowance) Price does not include any detached structures

All rotten woodwork and stucco work to be done at time and material: time at \$68/man hour plus materials. \*No gutter, paint or insulation figured in the proposal at this time.

**We Propose** hereby to furnish material and labor, complete in accordance with above specifications for the sum of:

Forty-Nine Thousand Eight Hundred Fifty Dollars and 00/100 Cents (\$ 49,950.00 )

Payment to be made as follows: 50% Down to Order Materials; Rest Upon Completion.

All material is guaranteed to be as specified. All work to be completed in a work-manlike manner according to standard practices. Any alteration or deviation from above manner specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance.

Authorized Signature \_\_\_\_\_

Note: This proposal may be withdrawn by us if not accepted within 30 days.

**Acceptance of Proposal** – The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Date of Acceptance: \_\_\_\_\_

## John Coffey

---

**From:** Matt Goetz <mattgoetz@bbrd.org> on behalf of Matt Goetz  
**Sent:** Tuesday, March 24, 2020 9:29 AM  
**To:** John Coffey  
**Subject:** Roof bids

John,

Over the last few months I have been trying to secure bids for the roof projects this fiscal year. I contacted many contractors with no response to my inquiries I managed to get site visits from M B Enterprises and G&G roofing however M B Enterprises was the only contractor to send me a bid. Multiple attempts to reach out to G&G were made with no response. M B Enterprises was wonderful to work with during the building C rehab therefore i would like to take these proposals to the board for their approval.

Please see next email -Roof proposals- for the bids

Thank you  
Matt

--

Matthew J. Goetz  
Barefoot Bay Recreation District  
Property Service Manager

Exhibit A  
Barefoot Bay Recreation District Policy Manual

The Community Manager is authorized to approve budgeted expenditures of up to \$7,500.00 without Board authorization. All expenditures of \$7,500.00<sup>15</sup> or more shall be authorized by the Board of Trustees and have two authorized signatures on ANY check.

#### **Use of Purchase Orders-Competitive Pricing**

The primary method of purchasing a product is through a purchase order. A purchase order ensures that proper procedures and approvals have been obtained prior to placing the order for the product. Certain items do not require a purchase order and are listed under exceptions to the use of Purchase Orders.

1. For purchases of up to \$999.99<sup>16</sup>, a purchase order and competitive pricing is not required; however, obtaining quotations is recommended whenever practical.
2. For purchases of \$1,000.00 to \$19,999.99<sup>17</sup> informal quotes are required from at least two sources. A "No Bid" does not constitute a quote. These quotations should be submitted in writing, and kept on file in the accounts payable office and the requesting department.
3. For purchases in the amount of \$20,000.00 to \$49,999.99<sup>18</sup> written, signed bids are required from at least three sources. A "No Bid" does not constitute a bid. These bids should be kept on file in the accounts payable office and the requesting department.
4. For all purchases in the amount of \$50,000<sup>19</sup> or more, sealed bids are required and the Request for Proposal or Invitation to Bid Process must be followed (see Section 2.14).

If staff is unable to obtain more than one quote or bid after a reasonable time, the Community Manager may authorize the procurement based on the Department Manager's recommendation and use of Exception to Competition, #9 "Under other documented and justified circumstances approved by the Community Manager." When this exception to competition (a second quote cannot be found in a reasonable time)<sup>20</sup> is used, the Community Manager shall notify the Board of Trustees at the next regularly scheduled Board meeting and notate the date, vendor and price on an "Exception to Competition log" as maintained by the District Clerk.<sup>21</sup>

#### **Blanket Purchase Orders**

Blanket purchase orders may be used for small repetitive specified goods or services from the same vendor that requires numerous orders / shipments over specified periods of time. The use of blanket purchase orders to by-pass the competitive pricing or bid policies is not allowed.

#### **Use of Credit Cards<sup>22</sup>**

Department Managers are authorized by the Community Manager to use a credit card with a maximum monthly limit of \$1,000.00 for purchases when credit accounts or payment by check is not acceptable or efficient. An additional \$1,000.00 per month may be pre-approved by the Community Manager as needed. The Finance Manager is authorized by the Community Manager to use a credit card with a maximum monthly limit of \$5,000.00 for purchases when credit accounts or payment by check is not acceptable or efficient. Department Managers will forward receipts for all purchases made by use of the credit card to the Finance Manager or designee. The Finance Manager or designee shall monitor the usage of departmental credit cards. Credit cards shall be stored in a secured location by the Department Managers when not in use.

### Exceptions to the use of Purchase Orders

Some recurring obligations, which are exempt from the competitive bidding process and the purchasing approval process, are as follows:

- Utilities
- Travel and Training (reimbursements are handled through A/P)
- Insurance Premiums
- Debt Service Costs
- Certain refunds and reimbursements
- Inventory purchases for retail sale<sup>23</sup>

Approval and payments for these items will be processed using the Monthly invoices as back up. These items require the approval of the Community Manager or Designee and require separate verification that funds are budgeted and available before the expenditure can be made. If funds are not available, a budget transfer shall be made upon approval of the Board of Trustees.

### Exceptions to Competition

The competitive procurement process may be waived:

1. In defined emergencies, documented in accordance with the Emergency Purchases section of these policies.
2. For sole source procurements documented and approved in accordance with the Sole Source Purchases section of these policies.
3. For seminars registrations and professional membership dues and fees.
4. For purchase of local utility services for BBRD owned or operated facilities.
5. Postage expense, when billed by a vendor at the currently prevailing postage rates established by the U.S. Postal Service.
6. Repair or services for proprietary equipment, software, hardware, etc.<sup>24</sup>
7. Capital or R&M projects proposed by a vendor responsible for long-term maintenance when recommended by responsible department manager and approved by the Community Manager.
8. Repairs that require action within 72 hours.<sup>25</sup>
9. Under other documented and justified circumstances approved by the Community Manager.

### Emergency Purchases

In cases of a declared emergency which require the immediate purchase of supplies or contractual services, the Community Manager may waive normal purchasing procedures.

In the event of the need to repair existing infrastructure that impacts the health welfare and safety of residents, the Community Manager may waive normal purchasing procedures. The Community Manager shall place the contract for repairs on the next regularly scheduled BOT meeting agenda for confirmation.<sup>26</sup>

### Purchases from Purchasing agreements of Special Districts, Municipalities, or Counties (Piggybacking)<sup>27</sup>

District purchases based on purchasing agreements from other Special Districts, Municipalities, or Counties (Piggybacking) per Sec. 189.4221 F.S. will be allowed.

### Purchases from State Contract<sup>28</sup>

District purchases based on the use of state contracts will be allowed.



## Board of Trustees Meeting Agenda Memo

Date: Tuesday, April 21, 2020  
Title: **Pool #1 Walkway Roof Replacement, Phase 2 Award of Contract**  
Section & Item: 9.F  
Department: R&M/Capital Projects  
Fiscal Impact: \$39,900.00  
Contact: Matt Goetz, Property Services Manager, John W. Coffey ICMA-CM, Community Manager  
Attachments: Pool Walkway Proposal, email from Matt Goetz, Policy manual excerpt  
Reviewed by  
General Counsel: No  
Approved by: John W. Coffey, ICMA-CM, Community Manager



### Requested Action by BOT

Award of contract

### Background and Summary Information

The Pool #1 walkway roof has slowly deteriorated over several years. Phase one of the work was completed in FY18. Funding for completion of the project is included in the FY20 R&M/Capital Budget.

As attested to by Property Services Matt Goetz (see attachment) staff has repeatedly sought multiple bids for this project but only have received the following:

\$39,900.00 MB Enterprises Roofing & Sheet Metal, Inc.  
(sub-contractor who replaced the roof on Building C last year)

Per BBRD's Policy Manual, Page 12, "Use of Purchase Orders - Competitive Pricing" paragraph two, staff can waive the 2nd bid requirement *If staff is unable to obtain more than one quote or bid after a reasonable time, the Community Manager may authorize the procurement based on the Department Manager's recommendation and use of Exception to Competition, #9 "Under other documented and justified circumstances approved by the Community Manager."*

While the BOT will likely need to cut some existing projects from the FY20 workplan and FY21 Working Draft Proposed Budget (or increase revenues) due to the impacts of the Coronavirus pandemic, staff believes the replacement of obsolete roofs should be a top priority.

Hence, staff recommends the BOT award contract for the Pool 1 Walkway Roof Replacement, Phase 2 to MB Enterprises Roofing & Sheet Metal, Inc. in the amount of \$39,900.00, waiving the second bid requirement, and instructing staff to transfer the balance of the budget to Contingency

# Proposal

## MB Enterprises Roofing & Sheet Metal, Inc.

State Certified / CCC032498  
540 2nd Street SW  
Vero Beach, Florida 32962  
(772)562-7549

PROPOSAL SUBMITTED TO Barefoot Bay Attn: Matt	PHONE 772-494-9985	DATE 12/9/19
STREET	JOB NAME Pool Walkway	EMAIL <a href="mailto:mattgoetz@bbrd.org">mattgoetz@bbrd.org</a>
CITY, STATE AND ZIP CODE Vero Beach, FL 32963	JOB LOCATION	

We hereby submit specifications and estimates for: **Re-Roof**

Remove existing roof system down to deck and dispose of

Install tapered ISO insulation mechanically fastened using screws and plates

Install new IB 80 mil. Sure Weld reinforced PVC membrane (30 year product warranty)

PVC will be mechanically fastened and hot-air welded laps

Price includes: Permit fee; Dump fees; Engineering; 5-year Labor Warranty

All rotten woodwork and stucco work to be done at time and material: time at \$68/man hour plus materials. \*No gutter, paint or insulation figured in the proposal at this time.

**We Propose** hereby to furnish material and labor, complete in accordance with above specifications for the sum of:

Thirty-Nine Thousand Nine Hundred Dollars and 00/100 Cents (\$ 39,900.00 )

Payment to be made as follows: **50% Down to Order Materials; Rest Upon Completion.**

All material is guaranteed to be as specified. All work to be completed in a work-manlike manner according to standard practices. Any alteration or deviation from above manner specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance.

Authorized  
Signature \_\_\_\_\_

Note: This proposal may be  
withdrawn by us if not accepted within 30 days.

**Acceptance of Proposal** – The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Date of Acceptance: \_\_\_\_\_

## John Coffey

---

**From:** Matt Goetz <mattgoetz@bbrd.org> on behalf of Matt Goetz  
**Sent:** Tuesday, March 24, 2020 9:29 AM  
**To:** John Coffey  
**Subject:** Roof bids

John,

Over the last few months I have been trying to secure bids for the roof projects this fiscal year. I contacted many contractors with no response to my inquiries I managed to get site visits from M B Enterprises and G&G roofing however M B Enterprises was the only contractor to send me a bid. Multiple attempts to reach out to G&G were made with no response. M B Enterprises was wonderful to work with during the building C rehab therefore i would like to take these proposals to the board for their approval.

Please see next email -Roof proposals- for the bids

Thank you  
Matt

--

Matthew J. Goetz  
Barefoot Bay Recreation District  
Property Service Manager

Exhibit A  
Barefoot Bay Recreation District Policy Manual

The Community Manager is authorized to approve budgeted expenditures of up to \$7,500.00 without Board authorization. All expenditures of \$7,500.00<sup>15</sup> or more shall be authorized by the Board of Trustees and have two authorized signatures on ANY check.

#### **Use of Purchase Orders-Competitive Pricing**

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2. For purchases of \$1,000.00 to \$19,999.99<sup>17</sup> informal quotes are required from at least two sources. A "No Bid" does not constitute a quote. These quotations should be submitted in writing, and kept on file in the accounts payable office and the requesting department.
3. For purchases in the amount of \$20,000.00 to \$49,999.99<sup>18</sup> written, signed bids are required from at least three sources. A "No Bid" does not constitute a bid. These bids should be kept on file in the accounts payable office and the requesting department.
4. For all purchases in the amount of \$50,000<sup>19</sup> or more, sealed bids are required and the Request for Proposal or Invitation to Bid Process must be followed (see Section 2.14).

If staff is unable to obtain more than one quote or bid after a reasonable time, the Community Manager may authorize the procurement based on the Department Manager's recommendation and use of Exception to Competition, #9 "Under other documented and justified circumstances approved by the Community Manager." When this exception to competition (a second quote cannot be found in a reasonable time)<sup>20</sup> is used, the Community Manager shall notify the Board of Trustees at the next regularly scheduled Board meeting and notate the date, vendor and price on an "Exception to Competition log" as maintained by the District Clerk.<sup>21</sup>

#### **Blanket Purchase Orders**

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### Exceptions to the use of Purchase Orders

Some recurring obligations, which are exempt from the competitive bidding process and the purchasing approval process, are as follows:

- Utilities
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- Insurance Premiums
- Debt Service Costs
- Certain refunds and reimbursements
- Inventory purchases for retail sale<sup>23</sup>

Approval and payments for these items will be processed using the Monthly invoices as back up. These items require the approval of the Community Manager or Designee and require separate verification that funds are budgeted and available before the expenditure can be made. If funds are not available, a budget transfer shall be made upon approval of the Board of Trustees.

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3. For seminars registrations and professional membership dues and fees.
4. For purchase of local utility services for BBRD owned or operated facilities.
5. Postage expense, when billed by a vendor at the currently prevailing postage rates established by the U.S. Postal Service.
6. Repair or services for proprietary equipment, software, hardware, etc.<sup>24</sup>
7. Capital or R&M projects proposed by a vendor responsible for long-term maintenance when recommended by responsible department manager and approved by the Community Manager.
8. Repairs that require action within 72 hours.<sup>25</sup>
9. Under other documented and justified circumstances approved by the Community Manager.

### Emergency Purchases

In cases of a declared emergency which require the immediate purchase of supplies or contractual services, the Community Manager may waive normal purchasing procedures.

In the event of the need to repair existing infrastructure that impacts the health welfare and safety of residents, the Community Manager may waive normal purchasing procedures. The Community Manager shall place the contract for repairs on the next regularly scheduled BOT meeting agenda for confirmation.<sup>26</sup>

### Purchases from Purchasing agreements of Special Districts, Municipalities, or Counties (Piggybacking)<sup>27</sup>

District purchases based on purchasing agreements from other Special Districts, Municipalities, or Counties (Piggybacking) per Sec. 189.4221 F.S. will be allowed.

### Purchases from State Contract<sup>28</sup>

District purchases based on the use of state contracts will be allowed.

## Board of Trustees Meeting Agenda Memo

Date: Tuesday, April 21, 2020  
Title: **Pool #2 Restroom Roof Replacement Award of Contract**  
Section & Item: 9.G  
Department: R&M/Capital Projects  
Fiscal Impact: \$14,250.00  
Contact: Matt Goetz, Property Services Manager, John W. Coffey  
ICMA-CM, Community Manager  
Attachments: Pool 2 Proposal, email from Matt Goetz, Policy manual  
excerpt  
Reviewed by  
General Counsel: N/A  
Approved by: John W. Coffey, ICMA-CM, Community Manager



### Requested Action by BOT

Award of contract

### Background and Summary Information

The Pool #2 Restroom roof has slowly deteriorated over several years. Funding for the project is included in the FY20 R&M/Capital Budget.

As attested to by Property Services Matt Goetz (see attachment) staff has repeatedly sought multiple bids for this project but only have received the following:

\$14,250.00 MB Enterprises Roofing & Sheet Metal, Inc.  
(sub-contractor who replaced the roof on Building C last year)

Per BBRD's Policy Manual, Page 12, "Use of Purchase Orders - Competitive Pricing" paragraph two, staff can waive the 2nd bid requirement *If staff is unable to obtain more than one quote or bid after a reasonable time, the Community Manager may authorize the procurement based on the Department Manager's recommendation and use of Exception to Competition, #9 "Under other documented and justified circumstances approved by the Community Manager."*

While the BOT will likely need to cut some existing projects from the FY20 workplan and FY21 Working Draft Proposed Budget (or increase revenues) due to the impacts of the Coronavirus pandemic, staff believes the replacement of obsolete roofs should be a top priority.

Hence, staff recommends the BOT award contract for the Pool #2 Restroom Roof Replacement to MB Enterprises Roofing & Sheet Metal, Inc. in the amount \$14,250, waive the second bid requirement, and instruction staff to transfer the balance of the budget to Contingency.

# Proposal

## MB Enterprises Roofing & Sheet Metal, Inc.

State Certified / CCC032498  
540 2nd Street SW  
Vero Beach, Florida 32962  
(772)562-7549

PROPOSAL SUBMITTED TO Barefoot Bay Attn: Matt	PHONE 772-494-9985	DATE 12/9/19
STREET	JOB NAME Pool 2	EMAIL <a href="mailto:mattgoetz@bbrd.org">mattgoetz@bbrd.org</a>
CITY, STATE AND ZIP CODE Vero Beach, FL	JOB LOCATION	

We hereby submit specifications and estimates for: **Re-Roof**

Remove existing roof system down to plywood deck and dispose of

Inspect plywood and nail according to code using 8d ring shank nails

Dry in with Titanium PSU-30 Peel & Stick

Install all new flashings and vents to match roof system

Furnish and install new 26 ga. Kynar coated Galvalume standing seam snap lock 1" rib Color: Colonial Red

Price does not include aluminum flat roof

Price includes: Permit fee; Dump fees; 5 year Labor Warranty; and 2 sheet plywood allowance (\$85/sheet after 2 sheet allowance) Price does not include any detached structures

All rotten woodwork and stucco work to be done at time and material: time at \$68/man hour plus materials. \*No gutter, paint or insulation figured in the proposal at this time.

**We Propose** hereby to furnish material and labor, complete in accordance with above specifications for the sum of:

Fourteen Thousand Two Hundred Fifty Dollars and 00/100 Cents (\$ 14,250.00 )

Payment to be made as follows: 50% Down to Order Materials; Rest Upon Completion.

All material is guaranteed to be as specified. All work to be completed in a work-manlike manner according to standard practices. Any alteration or deviation from above manner specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance.

Authorized  
Signature \_\_\_\_\_

Note: This proposal may be  
withdrawn by us if not accepted within 30 days.

**Acceptance of Proposal** – The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Date of Acceptance: \_\_\_\_\_

## John Coffey

---

**From:** Matt Goetz <mattgoetz@bbrd.org> on behalf of Matt Goetz  
**Sent:** Tuesday, March 24, 2020 9:29 AM  
**To:** John Coffey  
**Subject:** Roof bids

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Please see next email -Roof proposals- for the bids

Thank you  
Matt

--

Matthew J. Goetz  
Barefoot Bay Recreation District  
Property Service Manager



Exhibit A  
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1. For purchases of up to \$999.99<sup>16</sup>, a purchase order and competitive pricing is not required; however, obtaining quotations is recommended whenever practical.
2. For purchases of \$1,000.00 to \$19,999.99<sup>17</sup> informal quotes are required from at least two sources. A "No Bid" does not constitute a quote. These quotations should be submitted in writing, and kept on file in the accounts payable office and the requesting department.
3. For purchases in the amount of \$20,000.00 to \$49,999.99<sup>18</sup> written, signed bids are required from at least three sources. A "No Bid" does not constitute a bid. These bids should be kept on file in the accounts payable office and the requesting department.
4. For all purchases in the amount of \$50,000<sup>19</sup> or more, sealed bids are required and the Request for Proposal or Invitation to Bid Process must be followed (see Section 2.14).

If staff is unable to obtain more than one quote or bid after a reasonable time, the Community Manager may authorize the procurement based on the Department Manager's recommendation and use of Exception to Competition, #9 "Under other documented and justified circumstances approved by the Community Manager." When this exception to competition (a second quote cannot be found in a reasonable time)<sup>20</sup> is used, the Community Manager shall notify the Board of Trustees at the next regularly scheduled Board meeting and notate the date, vendor and price on an "Exception to Competition log" as maintained by the District Clerk.<sup>21</sup>

#### **Blanket Purchase Orders**

Blanket purchase orders may be used for small repetitive specified goods or services from the same vendor that requires numerous orders / shipments over specified periods of time. The use of blanket purchase orders to by-pass the competitive pricing or bid policies is not allowed.

#### **Use of Credit Cards<sup>22</sup>**

Department Managers are authorized by the Community Manager to use a credit card with a maximum monthly limit of \$1,000.00 for purchases when credit accounts or payment by check is not acceptable or efficient. An additional \$1,000.00 per month may be pre-approved by the Community Manager as needed. The Finance Manager is authorized by the Community Manager to use a credit card with a maximum monthly limit of \$5,000.00 for purchases when credit accounts or payment by check is not acceptable or efficient. Department Managers will forward receipts for all purchases made by use of the credit card to the Finance Manager or designee. The Finance Manager or designee shall monitor the usage of departmental credit cards. Credit cards shall be stored in a secured location by the Department Managers when not in use.

### Exceptions to the use of Purchase Orders

Some recurring obligations, which are exempt from the competitive bidding process and the purchasing approval process, are as follows:

- Utilities
- Travel and Training (reimbursements are handled through A/P)
- Insurance Premiums
- Debt Service Costs
- Certain refunds and reimbursements
- Inventory purchases for retail sale<sup>23</sup>

Approval and payments for these items will be processed using the Monthly invoices as back up. These items require the approval of the Community Manager or Designee and require separate verification that funds are budgeted and available before the expenditure can be made. If funds are not available, a budget transfer shall be made upon approval of the Board of Trustees.

### Exceptions to Competition

The competitive procurement process may be waived:

1. In defined emergencies, documented in accordance with the Emergency Purchases section of these policies.
2. For sole source procurements documented and approved in accordance with the Sole Source Purchases section of these policies.
3. For seminars registrations and professional membership dues and fees.
4. For purchase of local utility services for BBRD owned or operated facilities.
5. Postage expense, when billed by a vendor at the currently prevailing postage rates established by the U.S. Postal Service.
6. Repair or services for proprietary equipment, software, hardware, etc.<sup>24</sup>
7. Capital or R&M projects proposed by a vendor responsible for long-term maintenance when recommended by responsible department manager and approved by the Community Manager.
8. Repairs that require action within 72 hours.<sup>25</sup>
9. Under other documented and justified circumstances approved by the Community Manager.

### Emergency Purchases

In cases of a declared emergency which require the immediate purchase of supplies or contractual services, the Community Manager may waive normal purchasing procedures.

In the event of the need to repair existing infrastructure that impacts the health welfare and safety of residents, the Community Manager may waive normal purchasing procedures. The Community Manager shall place the contract for repairs on the next regularly scheduled BOT meeting agenda for confirmation.<sup>26</sup>

### Purchases from Purchasing agreements of Special Districts, Municipalities, or Counties (Piggybacking)<sup>27</sup>

District purchases based on purchasing agreements from other Special Districts, Municipalities, or Counties (Piggybacking) per Sec. 189.4221 F.S. will be allowed.

### Purchases from State Contract<sup>28</sup>

District purchases based on the use of state contracts will be allowed.

## Board of Trustees Meeting Agenda Memo

Date: Tuesday, April 21, 2020  
Title: **Pool #3 Restroom Roof Replacement Award of Contract**  
Section & Item: 9.H  
Department: R&M/Capital Projects  
Fiscal Impact: \$14,250.00  
Contact: Matt Goetz, Property Services Manager, John W. Coffey  
ICMA-CM, Community Manager  
Attachments: Pool 3 Proposal, email from Matt Goetz, Policy manual  
excerpt  
Reviewed by  
General Counsel: N/A  
Approved by: John W. Coffey, ICMA-CM, Community Manager



### Requested Action by BOT

Award of contract

### Background and Summary Information

The Pool #3 Restroom roof has slowly deteriorated over several years. Funding for the project is included in the FY20 R&M/Capital Budget.

As attested to by Property Services Matt Goetz (see attachment) staff has repeatedly sought multiple bids for this project but only have received the following:

\$14,250.00 MB Enterprises Roofing & Sheet Metal, Inc.  
(sub-contractor who replaced the roof on Building C last year)

Per BBRD's Policy Manual, Page 12, "Use of Purchase Orders - Competitive Pricing" paragraph two, staff can waive the 2nd bid requirement *If staff is unable to obtain more than one quote or bid after a reasonable time, the Community Manager may authorize the procurement based on the Department Manager's recommendation and use of Exception to Competition, #9 "Under other documented and justified circumstances approved by the Community Manager."*

While the BOT will likely need to cut some existing projects from the FY20 workplan and FY21 Working Draft Proposed Budget (or increase revenues) due to the impacts of the Coronavirus pandemic, staff believes the replacement of obsolete roofs should be a top priority.

Hence, staff recommends the BOT award contract for the Pool #3 Restroom Roof Replacement to MB Enterprises Roofing & Sheet Metal, Inc. in the amount \$14,250, waive the second bid requirement, and instruction staff to transfer the balance of the budget to Contingency.

# Proposal

## MB Enterprises Roofing & Sheet Metal, Inc.

State Certified / CCC032498  
540 2nd Street SW  
Vero Beach, Florida 32962  
(772)562-7549

PROPOSAL SUBMITTED TO Barefoot Bay Attn: Matt	PHONE 772-494-9985	DATE 12/9/19
STREET	JOB NAME Pool 3	EMAIL <a href="mailto:mattgoetz@bbrd.org">mattgoetz@bbrd.org</a>
CITY, STATE AND ZIP CODE Vero Beach, FL	JOB LOCATION	

We hereby submit specifications and estimates for: **Re-Roof**

Remove existing roof system down to plywood deck and dispose of

Inspect plywood and nail according to code using 8d ring shank nails

Dry in with Titanium PSU-30 Peel & Stick

Install all new flashings and vents to match roof system

Furnish and install new 26 ga. Kynar coated Galvalume standing seam snap lock 1" rib Color: Colonial Red

Price includes: Permit fee; Dump fees; 5 year Labor Warranty; and 2 sheet plywood allowance (\$85/sheet after 2 sheet allowance) Price does not include any detached structures

All rotten woodwork and stucco work to be done at time and material: time at \$68/man hour plus materials. \*No gutter, paint or insulation figured in the proposal at this time.

**We Propose** hereby to furnish material and labor, complete in accordance with above specifications for the sum of:

Fourteen Thousand Two Hundred Fifty Dollars and 00/100 Cents (\$ 14,250.00 )

Payment to be made as follows: **50% Down to Order Materials; Rest Upon Completion.**

All material is guaranteed to be as specified. All work to be completed in a work-manlike manner according to standard practices. Any alteration or deviation from above manner specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance.

Authorized  
Signature \_\_\_\_\_

Note: This proposal may be  
withdrawn by us if not accepted within 30 days.

**Acceptance of Proposal** – The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Date of Acceptance: \_\_\_\_\_

## John Coffey

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**From:** Matt Goetz <mattgoetz@bbrd.org> on behalf of Matt Goetz  
**Sent:** Tuesday, March 24, 2020 9:29 AM  
**To:** John Coffey  
**Subject:** Roof bids

John,

Over the last few months I have been trying to secure bids for the roof projects this fiscal year. I contacted many contractors with no response to my inquiries I managed to get site visits from M B Enterprises and G&G roofing however M B Enterprises was the only contractor to send me a bid. Multiple attempts to reach out to G&G were made with no response. M B Enterprises was wonderful to work with during the building C rehab therefore i would like to take these proposals to the board for their approval.

Please see next email -Roof proposals- for the bids

Thank you  
Matt

--

Matthew J. Goetz  
Barefoot Bay Recreation District  
Property Service Manager

Exhibit A  
Barefoot Bay Recreation District Policy Manual

The Community Manager is authorized to approve budgeted expenditures of up to \$7,500.00 without Board authorization. All expenditures of \$7,500.00<sup>15</sup> or more shall be authorized by the Board of Trustees and have two authorized signatures on ANY check.

#### **Use of Purchase Orders-Competitive Pricing**

The primary method of purchasing a product is through a purchase order. A purchase order ensures that proper procedures and approvals have been obtained prior to placing the order for the product. Certain items do not require a purchase order and are listed under exceptions to the use of Purchase Orders.

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**Board of Trustees**

Date:

Title:

Section & Item:

Department:

Fiscal Impact:

Contact:

Attachments:

Reviewed by

General Counsel:

Approved by:

**Meeting Agenda Memo**

Tuesday, April 21, 2020

**Transition Announcement Letter**

9.1

Administration, District Clerk

Transitional Letter BBRD (April 14 2020)

John W. Coffey, ICMA-CM, Community Manager



**Requested Action by BOT**

**Background and Summary Information**



Paul R. Amos  
Kevin M. Barry<sup>3,4</sup>  
Brooke M. Benzio<sup>1</sup>  
Rebecca F. Emmons<sup>5</sup>  
Chelsea A. Miller  
J. Cole Oliver  
Román Ortega-Cowan  
Tyler G. Puttick  
Clifford R. Repperger, Jr.  
Bradley W. Rossway  
Krista M. Runte  
Jason D. Slater<sup>2</sup>  
R. Blake Smith  
John M. Stewart  
Michael J. Swan  
Thomas W. Tierney<sup>2</sup>

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William J. Stewart,  
Of Counsel

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- <sup>1</sup> LL.M Master of Laws – Estate Planning  
<sup>2</sup> Also admitted in CA  
<sup>3</sup> Also admitted in MA  
<sup>4</sup> Also admitted in NY  
<sup>5</sup> Also admitted in OH

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**LOCATIONS****MELBOURNE**

One Harbor Place  
1901 S. Harbor City Blvd.  
Suite 500  
Melbourne, FL 32901  
321.984.2700

**VERO BEACH**

The Modern One Building  
2101 Indian River Blvd.  
Suite 200  
Vero Beach, FL 32960  
772.231.4440

**CORAL GABLES\***

Gables International Plaza  
2655 LeJeune Rd.  
Penthouse 1-C  
Coral Gables, FL 33134  
305.443.5020

*\*By Appointment*

April 14, 2020

**VIA EMAIL AND  
US MAIL:**

Mr. Joseph Klosky, Chairman  
Barefoot Bay Recreation District  
625 Barefoot Blvd.  
Barefoot Bay, FL 32967

Re: 42002 Barefoot Bay Recreation District – All active and closed matters

Dear Chairman Klosky:

As you know, Clifford R. Repperger, Jr., Esq., has resigned from his position with Rossway Swan, effective May 1, 2020 to join the law firm of White Bird.

During the course of Mr. Repperger's association with Rossway Swan, he has represented the District regarding the above referenced matters. To assure that the District's interests continue to be properly represented, the rules regulating Florida attorneys encourage us to determine whether the District desires for Mr. Repperger to continue in his new capacity to represent the District in the referenced matters, or the District may have Rossway Swan continue to represent the District. Please indicate your choice by signing the enclosed copy of the this letter and returning it to us at your earliest convenience.

Irrespective of your choice, you remain responsible for any fees and costs already incurred by Rossway Swan. Any fees and costs may be deducted from any trust fund balance held by the Firm.

Sincerely yours,

/s/Bradley W. Rossway, Esq.

/s/Clifford R. Repperger, Jr., Esq.

Bradley W. Rossway, Esq.  
Managing Member

Clifford R. Repperger, Jr., Esq.  
Partner

\_\_\_\_\_ I desire that Rossway Swan  
continue to represent me and keep my  
files including all electronic data.

\_\_\_\_\_ I desire that Clifford R.  
Repperger, Jr. Esq. represent me and  
take my files, and all electronic data be  
forwarded to:

White Bird  
730 E. Strawbridge Ave.  
Suite 209  
Melbourne, FL 32901

Client Signature: \_\_\_\_\_  
Mr. Joseph Klosky, Chairman  
Barefoot Bay Recreation District

cc:  
Honorable Trustees  
John Coffey, Community Manager  
Stephanie Brown, District Clerk



## Barefoot Bay Recreation District

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

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

**Memo To:** Board of Trustees  
**From:** John W. Coffey, ICMA-CM, Community Manager  
**Date:** April 21, 2020  
**Subject:** Manager's Report

### Finance

- \$3,574,203.76 (gross) or 92.5% of the annual assessment receipts were received as of April 14, 2020. Details are attached.

### Resident Relations

#### **ARCC Meeting 03/17/20**

- 1 Old Business – Permit approval rescinded for further information & drawings
- 24 Consent Items - all approved
- 13 Other Items -all approved

#### **ARCC Meeting 03/31/20**

- 16 Consent items – all approved
- 8 Other items – 7 approved and 1 denied

#### **ARCC Meeting 04/14/20**

- 10 Consent items – all approved
- 11 Other items – 9 approved, 1 tabled pending application of a county building permit, and 1 denied for unapproved materials
- 1 Old Business - approved

#### **ARCC Meeting 04/28/20**

- Next meeting

### **VC Meetings**

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

### Interesting Fact from March

- 42 New Homeowners

- 67 new badges issued

#### Food & Beverage

No report due to the closure of the department in response to the Coronavirus pandemic.

#### Golf-Pro Shop

- Staff appreciates all the golfers following our guidelines for dealing with this pandemic
- Please remember to bring your own water or beverages
- Please remember to show up 5 minutes before your tee time and be ready to go so we don't have congregating groups

#### Property Services

- Continued replacement of broken posts around the common grounds
- Shut down buildings and disinfected user areas
- Replaced solenoids and broken irrigation heads at the softball field
- Replaced all burned out flame tip bulbs in the chandeliers in Building A
- Stripped the dance floor in the Lounge and recoated
- Installed new sink in the Lounge
- Continued work on the miniature golf course
- Pressure cleaned and painted floor at pool 1 picnic/pavilion area
- Rehabilitated Liquor closet at the Lounge (paint and flooring)
- 19<sup>th</sup> hole passthrough window upgrade and installed heat lamps
- Replaced emergency lights at Building A with LED fixtures
- Re coated the floors at the Pool 1 showers
- Refinished all doors inside the Lounge (men, Ladies and hallway)
- Cleaned all pool furniture Pools 1,2,3
- Repaired and repainted men's room in Building D&E
- Repainted interior of the 19<sup>th</sup> Hole
- Repaired irrigation pipe leak at the beach
- Replaced the bench at Pool 3
- Repaired ADA door at the Lounge
- Replaced the water pump at the fishing pier
- Repainted the bar at the 19<sup>th</sup> Hole
- Replaced broken car stops at the Shopping Center
- Acid washed Pool 2 and touched up/repainted surfaces
- Replaced basketball nets
- Replaced the main pump at Pool 1

- Repaired loose and broken bricks around all 3 Pools
- Clean up trash in the canals
- Made repairs to rotted and warped boards to the bridge next to tennis
- Replaced broken lights at the tennis courts
- Replaced broken flag rope at US1
- Repainted yellow markings at the Lounge
- Cold patched pot holes at Micco RV
- Replaced all AC vents in the 19<sup>th</sup> Hole
- Changed all stained or damaged ceiling tiles in the 19<sup>th</sup> Hole and the Lounge
- Installed all new stainless shelving in the 19<sup>th</sup> Hole kitchen
- Fabricated microwave and printer shelf for the 19<sup>th</sup> Hole
- Installed a 3-bay sink at the bar in Building A
- Continued stripping the floor in Building A
- Shampooed the carpets in the Lounge
- Repainted the interior of Building C
- Continued 3-hour rotation of cleaning the golf course restrooms
- Continued soliciting bids for various projects

#### General Information

- The **first BOT Budget Workshop** is Tuesday, April 28<sup>st</sup> in Building D/E at 7pm
- **Notification of waiver of second bid requirement as found in the Policy Manual “Use of Purchase Orders-Competitive Pricing” paragraph 2 (page 12).** - I hereby notify the BOT that due to the long-term inability to obtain bids for roof repairs to Building D/E sustained in Hurricane Matthew, I waived the 2<sup>nd</sup> bid requirement using “Exception to Competition #9 (Under other documented and justified circumstances approved by the Community Manager) and approved a bid from MB Enterprises Roofing & Sheet Metal, Inc. in the amount of \$5,800.00 on March 24, 2020.

**FY 2020 Assessments Received.xlsx**

Date Received	Gross Distribution	Penalty Income	Interest Income	Prior Assessments	FY 2019		Collection Discount	Collection Fee	Postage Fees	Net Deposit
					District Assessment					
11/08/19	\$ 171,437.73		\$ 194.48		\$ 171,243.25		\$ (8,718.58)	\$ (3,254.38)		\$ 159,464.77
11/26/19	1,477,707.99			(738.00)	1,478,445.99		(58,973.75)	(28,389.44)		1,390,344.80
12/13/19	851,092.39				851,092.39		(33,980.33)	(16,342.25)		800,769.81
12/20/19	257,068.82				257,068.82		(8,971.01)	(4,961.96)		243,135.85
01/10/20	228,040.27		7,077.55	8,496.00	219,544.27		(6,543.53)	(4,260.01)		224,314.28
02/06/20	328,040.04		52,893.03	74,406.12	204,939.50		(4,198.61)	(4,014.82)	(252.12)	323,773.10
03/06/20	132,963.09		138.52	760.44	132,064.13		(1,330.56)	(2,614.67)		129,017.86
04/14/20	259,805.41				259,805.41		(95.04)	(5,194.21)	(38.81)	254,477.35

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\$ 3,706,155.74	\$ -	\$ 60,303.58	\$ 82,924.56	\$ 3,574,203.76	\$ (122,811.41)	\$ (69,031.74)	\$ (290.93)	\$ 3,525,297.82
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Budget: \$ 3,863,365.00      3.44%      1.93%

% of Budget Collected:      92.5%

Balance to Collect: \$ 289,161.24