

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

February 8, 2019

1:00 PM

1225 Barefoot Boulevard, Building D/E



BAREFOOT BAY RECREATION DISTRICT

Barefoot Bay Recreation District Regular Meeting
Friday, February 08, 2019 at 1 P.M.
Building D&E

AGENDA

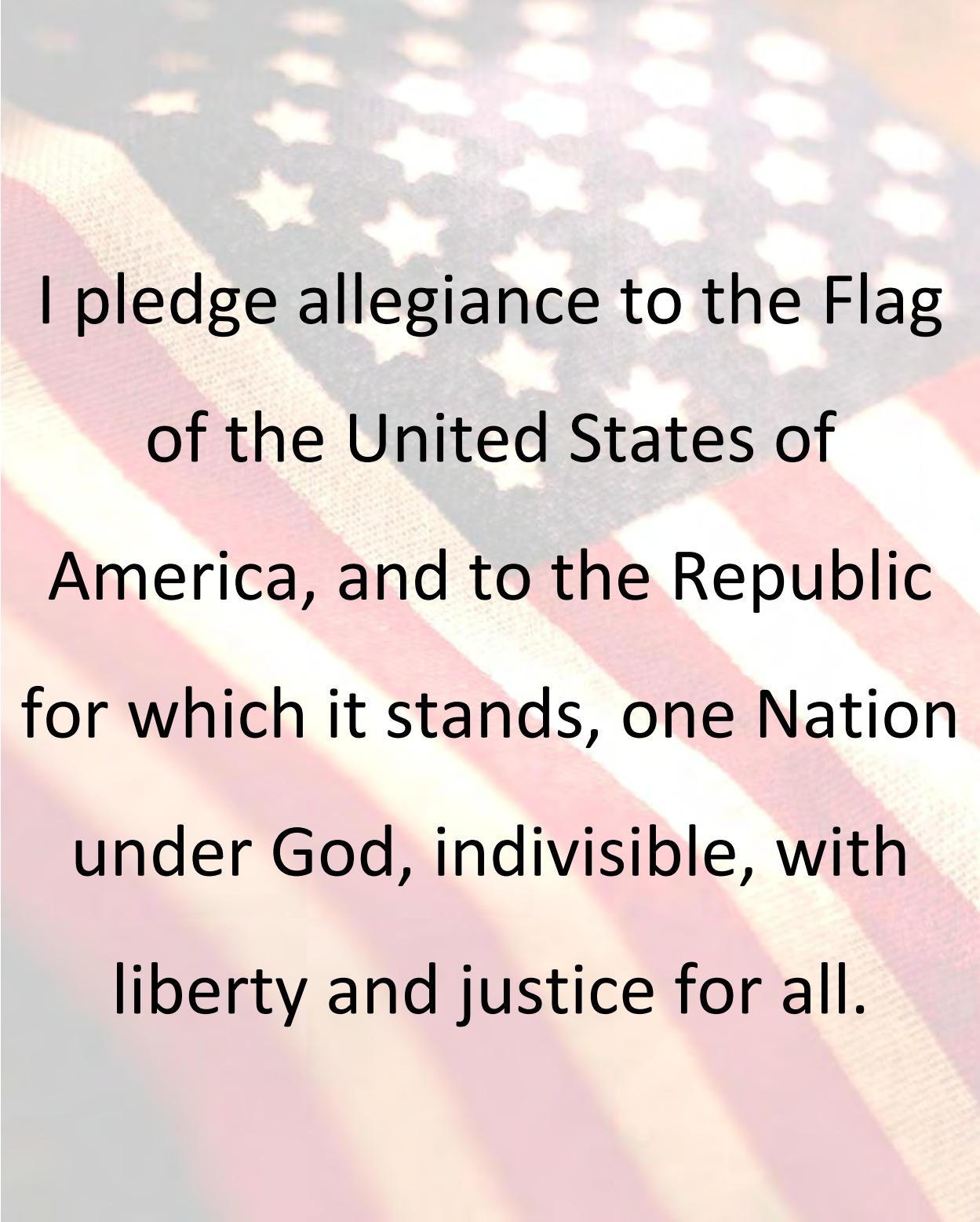
Please silence all electronic devices

1. Thought for the Day
2. Pledge of Allegiance to the Flag
3. Roll Call
4. Presentations and Proclamations
 - A. Employee Milestones
5. Approval of Minutes
6. Treasurer's Report
7. Audience Participation
8. Unfinished Business
 - A. CVO Shopping Center Lease Renewal
9. New Business
 - A. N/A (removed by staff)
 - B. Lounge Conceptual Design Proposal Change Order #1
 - C. Shopping Center Marquee Sign
10. Manager's Report
11. Attorney's Report
12. Incidental Trustee Remarks
13. Adjournment

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

Thought of the Day





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

Roll Call

Trustees

Chairman - Mr. Klosky

1st Vice Chair – Mr. Wheaton

2nd Vice Chair – Ms. Henderson

Secretary - Mr. Diana

Treasurer - Mr. Loveland

Also Present

General Counsel- Cliff Repperger, Jr., Esq.

Community Manager - John W. Coffey, ICMA-CM

District Clerk - Dawn Myers

Presentations

Approval of Minutes



BAREFOOT BAY RECREATION DISTRICT

**Board of Trustees Regular Meeting
January 11, 2019
1 P.M. – Building D&E**

Meeting Called to Order

The Barefoot Bay Recreation District held a Regular Meeting on January 11, 2019 in Building D&E, 1225 Barefoot Boulevard, Barefoot Bay, Florida. Mr. Lavier called the meeting to order at 1:00 P.M.

Thought for the Day

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

Pledge of Allegiance to the Flag

Led by Mr. Klosky.

Roll Call

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

Minutes

Mr. Diana made a motion to approve the minutes from December 7, 2018 as written. Second by Mr. Wheaton. Motion carried unanimously.

Treasurer's Report

Mr. Cavaliere thanked Mr. Coffey and management staff for the opportunity to work with them and commended everyone for doing a phenomenal job. He is particularly grateful to learn how government works, how special districts work and learning how to not be swayed in the public stage but to stick to his convictions and do the right thing.

Mr. Cavaliere read the Treasurer's Report for January 11, 2019.

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

Presentation

Mr. Diana presented service recognition plaques to both Mr. Cavaliere and Mr. Lavier for their tireless work on the Board for the last four years.

Oath of Office

General Counsel Repperger introduced past share holder and partner at GrayRobinson, PA and current Brevard County Civil Court Judge Michelle Naberhaus. Judge Naberhaus thanked the Board and residents for the opportunity to be here and shared her admiration for the beautiful Barefoot Bay community.

Judge Naberhaus administered the Oath of Office to Ms. Luann Henderson, Mr. Randy Loveland and Mr. Joe Klosky.



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Statement by exiting Chairman Lavier

Mr. Lavier thanked the residents for the support and opportunity to serve them in the last four years. He stated that everything he stood for was for the community and nothing more. He thanked Mr. Coffey for his help and guidance and stated that he is grateful for working with management staff.

Reorganization of the Board

Mr. Diana asked for nominations for Chairman. Mr. Wheaton nominated Joe Klosky for Chairman.

Mr. Loveland requested feedback from Mr. Klosky regarding his position on attaining the Certified District Officer distinction from FASD (Florida Association of Special Districts) and his opinion on opening meetings to a more informal Townhall style meeting.

Mr. Klosky stated that he will work with Mr. Coffey to move forward with that. He was also ready to review the 5-year plan and move forward with getting projects completed.

Mr. Loveland asked Ms. Henderson if she was nominated would she accept the position. Further, how would she educate the Board.

Ms. Henderson stated that she would accept the nomination and stated that she believes bringing back the committees would benefit the Board, as there are a lot of residents that have lifelong experience that could assist the Board in their decision making. No more nominations were received.

The Trustees selected Mr. Klosky for Chairman.

Mr. Loveland nominated Ms. Henderson for 1st Vice Chair. Mr. Klosky nominated Mr. Wheaton for 1st Vice Chair. Mr. Diana nominated himself for 1st Vice Chair. The trustees voted twice by secret ballot for 1st Vice Chair due to a tie. Ms. Henderson changed her nomination to Mr. Wheaton.

The Trustees selected Mr. Wheaton for 1st Vice Chair.

Mr. Wheaton nominated Luann Henderson for 2nd Vice Chair.

The Trustees selected Ms. Henderson for 2nd Vice Chair.

Mr. Wheaton nominated Mr. Diana for Secretary.

The Trustees selected Mr. Diana for Secretary.

Mr. Diana nominated Mr. Loveland for Treasurer.

Mr. Loveland was selected as Treasurer.

Mr. Wheaton explained that the 2nd Chair is one of the most important positions on the Board as they are supposed to oversee the Treasurer and finances.

Audience comment On Agenda Items

Mr. Rich Schwatlow discussed his ideas for raising the assessments up \$10 so we can complete all projects without having to go to a Bond or loan. He addressed the Board and General Counsel regarding the possibility of new restrooms in the tennis courts location and the possibility of a lawsuit in pursuing this project.

Ms. Nancy Eisele inquired about who is representing the homeowners of this community now that the HOA has reformed as the CVO.

Ms. Jeanne Osborne welcomed the new Trustees and thanked them for taking on the position. She stated that she hoped they would work well together for the betterment of the Bay.



BAREFOOT BAY RECREATION DISTRICT

New Business

DOR Violations

Case #17-004203 916 Spruce Street

ARTICLE II, SECT. 3 (A) (2) ADIR (garage or carport roof)

Mr. Diana made a motion to refer to attorney legal or equitable action with failure to comply and lien the property. Second by Mr. Wheaton. Motion carried unanimously.

Case# 18-003201 909 Hemlock Street

ARTICLE II, SECT. 3 (A) (2) ADIR (garage or carport roof)

Ms. Henderson made a motion to refer to attorney legal or equitable action with failure to comply. Second by Mr. Diana. Motion carried unanimously.

Neighborhood Revitalization Program Appointment

Per the Rules of the NRP, Staff recommends the BOT appoint three Trustees to serve on the NRP for calendar year 2019. Mr. Loveland, Ms. Henderson and Mr. Wheaton volunteered for the NRP Sub-Committee.

Neighborhood Revitalization Program Purchase Confirmation

In August of 2018, BBRD entered into a Land Home Purchase Agreement with 21st Mortgage Corporation for the acquisition of 831 Thrush Circle as authorized by the Neighborhood Revitalization Program BOT Sub-Committee. The subject transaction closed on or about January 4, 2019. The rules of the Neighborhood Revitalization Program (NRP) state that the Chairman of the NRP BOT Sub-Committee shall be authorized to approve (as recommended by the Community Manager or designee) the expenditures of NRP funds in excess of \$7,500 and not to exceed \$25,000. The purchase of the property shall be ratified by the Board of Trustees at the next scheduled regular meeting of the Board of Trustees.

Mr. Diana made a motion to confirm the acquisition of 831 Thrush Circle. Second by Mr. Wheaton. Motion carried unanimously.

Discussion Regarding Application of Article IV, Section 13, BBRD Charter to Lounge Renovation

Based on discussion at the November 27, 2018 Townhall Meeting, the Board posed a question to General Counsel Repperger regarding the Charter cap as it applies to the Lounge renovation. General Counsel provided a historical analysis of the court determination on the Mulhearn and Guinther vs. BBRD cases. Board discussed the consequence of pursuing the Lounge rebuild with the aid of a referendum and without. General Counsel espoused that the two previous cases regarding the Charter cap do not apply to the Lounge project as the other cases were based on different foundations. The irrigation system and the Old Administration Building were both in desperate need of repair or replacement. The Lounge is a want more so than a need and he cannot guarantee pursuing this project will not expose the District to litigation. Board discussion ensued regarding the benefits and the problems of pursuing the Lounge scrape and rebuild. The Board leaned toward putting the project on a referendum. Mr. Loveland stated that he would like to see the final results of the resident feedback forms for the Lounge regarding their preference for a scrape and rebuild or a renovation at a future workshop.



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Utility Cart Replacement

The FY19 R&M/Capital Budget contains \$9,400 for the replacement of one utility cart used by the Property Service Department personnel. Staff solicited one quote, using the state purchasing system: Deere & Company (Everglades Equipment Group) at \$8,475.67

Mr. Diana made a motion to award the contract for a John Deere TX model utility cart from Deere & Company via state contracting in the amount of \$8,475.67. Second by Mr. Wheaton. Motion carried unanimously.

Statewide Mutual Aid Agreement

On December 12, 2008, the Board of Trustees approved a Mutual Aid Agreement with the State of Florida via adoption of Resolution 2008-10. The State has updated the standard Mutual Aid Agreement to make it auto renewing and has asked all participating local governments to adopt the new version. Independent special districts must participate in the Statewide Mutual Aid Agreement to be eligible for funds under Administrative Rule 27P-19, Base Funding for County Emergency Management Agencies and Municipal Competitive Grant and Loan Programs. General Counsel Repperger read the Resolution:

A RESOLUTION OF THE BOARD OF TRUSTEES OF BAREFOOT BAY RECREATION DISTRICT, STATE OF FLORIDA, APPROVING THE REVISED FLORIDA STATEWIDE MUTUAL AID AGREEMENT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Mr. Wheaton made a motion to accept the resolution to approve the statewide mutual aid agreement. Second by Mr. Diana. Motion passed unanimously.

Building C Exterior Renovation Request for Proposal Announcement

The FY19 R&M/Capital Budget contains \$82,000 for the replacement and repair on Building C for the following; Roof replacement, Windows replacement, Doors replacement and Stucco repair/replacement. The Policy Manual requires a Request For Proposal (RFP) for any project anticipated to cost over \$50,000. The evaluation committee consists of three voting members (one Trustee, one employee from the user department and one non-employee resident as selected by the Community Manager) plus two non-voting members (Chairman of the BOT and the Community Manager). The BOT selected Mr. Wheaton as the one Trustee to serve as a voting member on the RFP Committee. Mr. Rick Bernsden, Mr. Matt Goetz and Mr. Wheaton will be the voting members and the non-voting members are Mr. Coffey and Mr. Klosky.

Manager's Report

Office of the District Clerk

- **IRMA FEMA Reimbursement Update** – The office of the District Clerk received two checks from FEMA for reimbursement relating to Hurricane IRMA damages totaling \$14,436.55. In addition to District Insurance staff has received reimbursements totaling \$59,231.65 to date.

Finance

- **FY19 Assessment Collection Update** – \$2,673,607.46 (gross) or 72% of the FY19 Budget has been received as of December 21st (see attached for details).

Resident Relations

ARCC Update



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- January 8, 2019 – 34 permits were on the agenda, 20 consent were approved, 10 non-consent were approved with one tabled until the next meeting and 3 old business with two approved and one tabled until the next meeting.
- Next meeting is January 22nd at 9am in the CVO Office.

Violations Committee

- January 11, 2019 – 28 cases were on the agenda
- Next meeting is January 25th at 10am in Building D/E.

Interesting Fact

- In December, 50 new homeowners received their badges with 36 home sales

Food and Beverage

- **Both Beate Guys shows** (Jan. 26th and Feb. 2nd) are sold out.
- **The 2nd Annual Barefoot by the Lake Festival** is Friday, February 15 and Saturday, February 16, 2019. Tickets are on sale for the Beach Boys/Eagles concert which kicks off the festival on Friday, February 15, 2019. There are some field seats left and may be purchased in the CVO office for \$10. There will also be open free seating available. A full day of music, art and food is planned all day on Saturday.
- **Football Championship Game Party** – The ultimate football party will be on Feb. 3rd at the 19th Hole. Tickets for the buffet are \$12.00 and can only be purchased at the 19th Hole starting on Monday the 14th.
- **60s and 70s Party** - Tickets will go on sale Monday, January 14 for party in Building A on March 9, 2019 for \$5 and may be purchased in the Lounge and the 19th Hole.

Flyers with all the details are posted.

Golf-Pro Shop

Projects Update

- Picnic Area: 6 picnic tables with umbrellas added, concrete base and screenings complete (Open for business)
- No. 5 drainage ditch completed (New sod grow in will take about 4 weeks before we can start cutting same level as course grass)
- Cart parking area (Estimated completion Mar)
- Irrigation jockey pump motor replacement scheduled replacement on 7 Jan

Tournaments (Please call pro shop 664-3174 for details)

- Sandy Lobello Memorial Veterans Golf Tournament, Saturday January 19th
 - 8:00 am or 1:00 pm shotgun start
 - Sign up is on-going in the ProShop
 - Sky Dive show at 12:00 pm

Property Services

- Removed all BBRD Christmas decorations
- Continued to trim oak trees all over BBRD grounds
- Replaced old flag pole from Pool 3
- Replaced pump and damaged lines in the pump house by lawn bowling field for the fountain
- Replaced pump on the pier
- Cleaned up Property Services yard
- Installed 2 new basketball hoops and refurbished 2 others



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- Replaced lights at shuffle board
- Cleaned trash out of drainage canals
- Re-attach decorative swan in the lake
- Rototilled the softball field
- Began making repairs to the newly vacant unit at the Shopping Center
- Installed street number and "Administration" lettering on New Administration Building
- Completed initial design for conversion of unused shuffle board courts into a miniature golf course
- Researched cost of proposed projects to be included within the FY20-24 5yrFM&CIP

General Information

- **Lounge Conceptual Design 3rd Workshop Update**

Per the consensus of the BOT to hold a third workshop in Building D/E, the following dates and times are available:

- Tuesday, February 12th at 10am
- Tuesday, February 26th at 2pm

Due to the architect being on medical leave, an earlier date is not available and a proposed change order to the approved contract is expected within the next two weeks. Said proposed change order will be placed on the next available BOT agenda if it exceeds 10% of the existing contract. Board consensus to hold the workshop on Feb. 12th at 10am.

- **FY20-24 Five-Year Financial Model and Capital Improvement Plan (5yrFM&CIP)**

The 5yrFM&CIP and Supplemental Narrative document will be distributed to the BOT and placed on www.bbrd.org on Friday, January 18th. The BOT will review the proposed 5yrFM&CIP at a workshop on Thursday, January 31st in Building D/E at 7pm.

- **Workshop for Residents' long-term planning presentations**

At the October 12, 2018 BOT meeting, a consensus of the 2018 BOT was reached to hold a workshop in early 2019 to allow residents to present their five-year plans to the BOT. Staff requests direction on whether this workshop is still wanted and if so which date and time to use. Board consensus to hold a townhall meeting on Tuesday, February 26th at 2pm.

- **Pickleball Courts Grand Opening**

BBRD in conjunction with the Pickleball Club will hold a ribbon cutting ceremony on Friday, January 25th at 10am at the Pickleball courts. Light refreshments will be served.

Attorney's Report

General Counsel announced the upcoming Florida Sunshine Law Workshop that he will be presenting on January 22nd at 5PM before the BOT Meeting at 7PM in Building D/E. He cautioned Trustees about replying ALL in emails in an effort to avoid any potential Sunshine Law violations. He updated the Board on the Blissful Things space in the shopping center stating that it is now vacated. He is pursuing the case on the damage count and will keep the Board updated. He updated the Board on a number of cases. He is working with Rich Armington and the NRP to auction some homes in the near future. He requested feedback from the Board regarding the agreement with Mobile Mammography. They are requesting that we lower our requirement for a million dollar per occurrence on employer's liability insurance down to 500,000 as that is the limit of their insurance. Board consensus to lower the amount.



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Trustee Incidental Report

Mr. Loveland had no comment and stated he was happy to be here.

Ms. Henderson thanked exiting trustees Brian Lavier and Frank Cavaliere for their service and for the opportunity to be here.

Mr. Diana welcomed the new Trustees to the Board and welcomed Mr. Klosky back to the Board.

Mr. Wheaton welcomed everyone and stated he was looking forward to getting the projects completed in an expeditious manner.

Mr. Klosky welcomed everyone to the Board and stated that he is looking forward to getting the projects going and completed. He reminded everyone about the Sunshine Law Workshop on Jan 22nd at 5pm in Building D/E and encouraged the ARCC and Violations Committees to attend.

Adjournment

Mr. Wheaton made a motion to adjourn. Second by Ms. Henderson.

The next meeting will be on Tuesday, January 22, 2019 at 7PM in Building D/E.

Meeting adjourned 2:56PM.

Joseph Klosky, Secretary

Dawn Myers, District Clerk



BAREFOOT BAY RECREATION DISTRICT

**Board of Trustees Regular Meeting
January 22, 2019
7 P.M. – Building D&E**

Meeting Called to Order

The Barefoot Bay Recreation District held a Regular Meeting on January 22, 2018 in Building D&E, 1225 Barefoot Boulevard, Barefoot Bay, Florida. Mr. Klosky called the meeting to order at 7:00 P.M.

Thought for the Day

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

Pledge of Allegiance to the Flag

Led by District Clerk Myers.

Roll Call

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

Presentations

None brought forward.

Minutes

Due to the 2-day turnaround between the meeting agenda publishing deadline, the minutes will be provided in the next BOT agenda package.

Treasurer's Report

Mr. Loveland read the Treasurer's Report for January 22, 2019.

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

Presentation

None brought forward

Audience comment On Agenda Items

Ms. Margaret Moylin remarked on upgrading the playground for the District children and resident guests. She also commented on the condition of the dart boards in the Lounge as they are not in good playing condition. She requested new dart boards if possible.

New Business

Re-establishment of Finance and Facilities Planning Committees

Ms. Henderson requested a renewal of all the committees but stated the most crucial committees needed are the Finance and Facilities Committees. She maintained that there is a wealth of information in the community as some of our residents have a rich management experience in construction, finance, etc. Mr. Diana explained that the



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committees were abolished as some members were out of order due to public statements that put the District in a position of liability. He stated that he is not in favor of reinstating the committees. Mr. Loveland stated that he is not in favor of committees that are not properly designed. He is in favor of the Finance and Facilities committees if the foundation for the committees are revisited and reevaluated. He reiterated that he is not in favor of reinstalling all the committees. Mr. Wheaton stated that he is aware of many residents in the Bay that have a wealth of knowledge in renovations, construction kitchens, etc. He maintained that there is great resource in the community and he is very much in favor of bringing the committees back in session.

Mr. Klosky stated that we just approved the procurement of the facilities assessment and capital forecasting system for \$37,688.75. He challenged the suggestion by maintaining the DudeSystems program is designed to do exactly what the committees would do by providing internal minor preventative maintenance tasks and enhancing staff's long-term budgeting abilities.

Ms. Lizzann Taylor stated that she is in favor of reinstating all the committees in the manner that they were established in the past. She maintained that the rules and guidelines that were upheld and having the Trustees act as a liaison to the committees, but not as voting members was ideal.

Mr. Rick Berndsen also voiced his approval of having committees reinstated, as the residents have a lifetime of information to offer. He maintained that staff does a great job running the community but the input from residents can be considered and worked through together.

Ms. Jeanne Osborne thanked Ms. Henderson for bringing up the topic of reinstating the committees. She cautioned about having too many committees as this did pose a problem in the past particularly with the time it took away from staff to attend.

Ms. Louise Crouse stated that she hoped the Board will not rule out reinstating Ad Hoc committees that could focus on a particular topic until their objective is reached. Discussion ensued.

Mr. Diana made a motion to table the topic until we can establish some rules and guidelines for the proposed reinstatement of committees. Second by Loveland. Mr. Wheaton and Ms. Henderson opposed. Motion passed 3-2. Board consensus to hold a workshop on Committee Purpose, Rules and Guidelines on February 11, 2019 at 7PM.

Civic Volunteer Organization (CVO) Lease Renewal

Staff reported to the Board about the 2-year lease with the CVO (formerly known as, HOA) scheduled for renewal at the end of February. Staff recommended a renewal for 5 years.

Mr. Roger Compton, President of the CVO, thanked the Board for their generosity in allowing the CVO to maintain an office in the shopping center rent free for the past two years. He acknowledged that some people in the community may not appreciate this generosity and may believe the CVO is limited to organizing social events. However, he clarified that his organization requires use of the office not only for the scheduling of the social aspect (which an office is not needed) but more importantly, for the work with the community's less fortunate, the shut-ins, the Senior Advocacy Program, the Helping Hands Program, Seniors at Lunch, and many others. Mr. Compton appealed to the Board to think carefully about their decision not to renew as this will mean a suspension or simply the end of these very necessary programs in Barefoot Bay. Mr. Randy Loveland reported on the statistics of the Helping Hands program stating that the Community has saved \$35,000 by having the Helping Hands Program remove homes off the DOR violation list and read a long list of accomplishments completed by the CVO. He maintained that this number does not include the homes that were helped before they were placed on the list. He stated that the CVO has saved the Bay much more than the approximate amount of \$21,000 in annual rent and utilities they are not taking in. He reported that the value the CVO has offered the Bay by providing the donations and their services comes out to \$290,604. Ms. Henderson stated that she has a great reverence for the CVO but



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does not believe the large office is needed to conduct their business. Mr. Wheaton stated that the office is not needed as some of these programs were run without an office with past HOA boards.

Ms. Anne Manzo implored that the Board to renew the lease for the CVO. She thanked the Board for allowing the CVO to have the office for the last two years. She explained that she is the coordinator of the Brevard County subsidized van program in conjunction with Commute with Enterprise who provides the van. Her program takes seniors to the South Mainland Community Center for Seniors at Lunch daily and to Walmart and the food pantry weekly. She also informed them that the C.O.P.S. share their office and would lose their office as well.

Ms. Sara Kelley, Seniors Coordinator at Lunch at the South Mainland Community Center, stated that the seniors take this program very seriously. She continued that for some of the seniors this is the only social interaction they have. She stated that the volunteer van drivers participating in this program are welcomed and looked to with deep admiration and anticipation. She implored the Board not take the office away from the CVO as this very much needed and appreciated program will be lost.

Ms. Elain Van Berschot reiterated the by-laws for the HOA/CVO which states in summary, that the organization is formed for the health and well being of all residents of Barefoot Bay. She added to the legal definition by illuminating all the other senior advocacy programs and administrative tasks that are completed every day from the HOA office. She maintained that they provide countless services to the residents including, phones, faxing, copies, giving out pertinent information to the residents of the Bay, new homeowner orientations, charity events, and much more.

Ms. Kathy Lesh stated that the CVO is a club like any other club. They should not have special treatment based on the duties of their club. There are many other clubs in the Bay that would benefit from a lease at no cost yet do not have an office where they can meet.

Mr. Bill Aversa read a message from former Trustee Frank Cavaliere, who could not attend the meeting but spoke as a resident. Mr. Cavaliere asked the Board to please extend the lease to the CVO as they do a lot for the Community. He stated that he believes there are personal reasons that some Trustees are holding against the CVO which is causing them to question the renewal of the lease.

Mr. Bill Aversa stated that he is appalled that this topic is being discussed when the CVO has volunteered selflessly to the community for years. He discussed the benefits of the Helping Hands program which has saved the district thousands in legal fees by resolving violations for some of our most needy homeowners.

Ms. Louise Crouse questioned why the lease was changed from a 2-year lease to 5-year lease and questioned the reasoning behind not asking for an additional two or one year renewal. Mr. Coffey stated that he did not see the benefit of having this topic back to the Board every two years which is why he recommended a 5-year lease.

Mr. Diana made a motion to renew the lease for 5 years. Discussion ensued.

Ms. Lizzann Taylor reminded the Board that Mr. Diana made a motion and the Board went into discussion without a second.

Mr. Diana made a motion to renew the lease for 5 years. Second by Mr. Loveland. Discussion ensued.

Mr. Wheaton stated that the amount of money we give away directly affects the funding of new facilities and progress in the Bay. Mr. Loveland disclosed that he was approached by a resident prior to coming to this meeting who encouraged him to vote no on this item. The resident stated that he would "have a target on this back" if he did so. Mr. Loveland stated he did not take the threat as a physical threat but stated it was a threat, nevertheless. He addressed the Board stating he hoped this same threat was not affecting their vote today. He maintained his vote is for the renewal.



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Mr. Diana made a motion to approve a five-year lease renewal for part of unit #4 and unit #5 at the Shopping Center for \$0.00 rent with utilities paid for by BBRD. Second by Mr. Loveland. Mr. Klosky, Mr. Wheaton and Ms. Henderson opposed. Motion failed 3-2.

Shopping Center Lease Renewal Barber Shop

On December 9, 2011, the BOT entered into a lease agreement with the Barefoot Bay Beauty Salon for the use of Unit 1-3. Mr. Schmidt has expressed his interest to exercise the second 2-year extension option. The Amended Lease allows for as much as a 5% base rent increase per renewal period.

Ms. Henderson made a motion to approve a 2-year lease renewal for unit # 1-3 at the Shopping Center to Walter Schmidt, Inc. Second by Mr. Wheaton. Motion passed unanimously.

Commercial Realtor for Vacant Shopping Center Units

Barefoot Bay has an agreement for the rental of commercial units in the shopping center. The agreement ended last year when BBRD had full occupancy (last unit was leased but tenant never signed the agreement and the BOT later rescinded the agreement). Staff recommended the Board sign a new exclusive leasing agreement with Lightle Beckner Robison, Inc. for services related to the Shopping Center.

Ms. Joy Liddy stated that as a past Century One owner she has noticed limited activity by the current commercial realtor in their ability to bring the Bay commercial clients. She stated the units have been empty for a long time. She recommended asking for a presentation from them to show how they are going to help us get these units rented.

Mr. Klosky passed the gavel to make a motion to table this topic until more information is received. Second by Ms. Henderson. Motion carried unanimously.

Discussion of Charter Amendment

Mr. Rich Schwatlow stated the current cap of \$25,000 is very low, however the subject of increasing the cap to 20% of the general fund is akin to giving the Board a "blank check" for up to a million dollars. He requested that if this is a charter change then the proper channels should be taken to change the Charter by sending this out to referendum.

Mr. Wheaton stated that the laborious task of going to referendum for each project will take years to get anything completed. He would rather try to change the Charter this time so we can proceed with the construction of new buildings. He maintained that the residents will be along in the process for each new project to oversee the spending so there is no worry of misappropriation.

General Counsel opined that it is very likely a referendum vote to the public will not pass considering that the request to raise the cap has died three times. He recommended either taking each project to referendum or proceed with steps to change the Charter through the legislature. He informed the Board that the legislative process to pass a bill is an arduous one as it is hard to get support. Mr. Diana discussed taking the chance and starting the Lounge project as the revenue will not be there if there is not enough room for customers. The Lounge is in real need of expansion. He stated he would support the Bill to increase the Charter cap.

Mr. Jack Reddy stated that the resident voice has been diminished largely in part to the Trustees moving forward with projects. He encouraged the Board to seek the vote of the people in order to regain their confidence.

Mr. Wheaton made a motion to seek legislative change to increase the charter cap in excess of \$125,000. Second by Ms. Henderson. Motion passed unanimously.



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BBRD Website Upgrade

Staff has reviewed and researched the development and implementation of a cost-effective website platform with improved functionality for everyone including our visually disabled guests and will bring us into compliance with the ADA 508 standards. Two quotes were collected from qualified website designers:

- CivicCMS Year One Investment: \$11,500 (includes maintenance)
Beginning Year 2 Annual Maintenance and Hosting Services: \$2,500
- MunicodeWeb Year One Investment: \$6,800 (includes maintenance)
Beginning Year 2 Annual Maintenance and Hosting Services: \$1,800

Staff recommended the BOT award a contract to CivicCMS for the new BBRD Website design for \$11,500 and execute a budget transfer from Admin Contingency

Mr. Diana made a motion to award a contract to CivicCMS for the new BBRD Website design for \$11,500 and execute a budget transfer from Admin Contingency. Second by Mr. Wheaton. Motion carried unanimously.

Manager's Report

Finance

- **Assessment Update** – As of January 14th, staff has received \$2,836,998.70 or 76.5% of gross assessment receipts. See attached for details.

Resident Relations

- **ARCC Update** – January 22nd meeting had 20 cases on the agenda. 9 consent, 11 non-consent (2 non-consent denied)
- **Violations Committee Update** – January 25th meeting has 23 cases on the agenda.

Food & Beverage

- **Football Championship Party Update** – The big event is Sunday, February 3rd and the party is at the 19th Hole. Tickets for the buffet are \$12 and are almost sold out so get your tickets now.
- **2nd Annual Barefoot by the Lake festival Update** - is Friday, February 15 and Saturday, February 16, 2019. A Beach Boys/Eagles concert kicks off the festival on Friday, February 15, 2019. There are a few tickets left for \$10 and may be purchased at the CVO office. There will be open free seating available as well. The festival grounds open at 3pm. on Friday with food vendors available and a full day of music, art and food is planned on Saturday starting at 11am.
- **60s and 70s Dance Party Update** – The event will be held in Building A on Saturday, March 9, 2019. Prizes will be awarded for the grooviest and hippest costumes. Tickets are \$5 and may be purchased in the Food and Beverage office in Building A daily between 10 and 4 p.m. Tickets are going fast, so don't wait.

Flyers with all the details are posted.

Golf-Pro Shop

Tournaments (Please call pro shop 664-3174 for details)

- 9-Holer's Charity Event
 - Feb. 5th
 - 7:00am Shotgun



BAREFOOT BAY RECREATION DISTRICT

- Sign up in progress

- Farewell to Sandy Golf Tournament
 - Feb. 23rd
 - 8:30am Shotgun
 - Sign up begins Feb 1st

Property Services

- Installed remaining refurbished basketball hoops (lower hoops are ready for play)
- Replaced bottom rails and some of the railing sections on the pier
- Replaced worn out sign at the pier
- Set up and tore down for the veteran's golf tournament
- Replaced hurricane ties on the covered area at the beach crossover
- Installed hose rack at the beach property
- Finished research on project costs for the FY20-24 5yrFM&CIP.

General Information

- **Building A Workshop Request** – Trustee Henderson requested that the BOT hold a workshop regarding the “Better use of Building A.” Staff identified the following dates and times for the workshop:
 - Wed., January 30th, Bldg. A at 7pm
 - Wed., February 6th, Bldg. A at 7pm

Staff requests direction from the BOT regarding if they want to hold this workshop and which date they prefer. Board Consensus to hold the workshop on Wednesday, January 30, 2019 at 7PM in Building A.

- **BOT Schedule Reminder:**
 - Workshop: Thurs., January 24th, Bldg. D/E at 10am
 - Regulations of Short-term Rentals
 - Review of *Rules of the BOT*
 - Workshop: Thurs., January 31st, Bldg. D/E at 7pm
 - Review of *FY20-24 Five-year Financial Model and Capital Improvement Plan*
 - Regular Meeting: Fri., February 8th, Bldg. D/E at 1pm
 - Townhall Meeting: Tues., February 26th, Bldg. D/E at 2pm
 - Regular Meeting: Tues., February 26th, Bldg. D/E at 7pm
- **New Administration Building Update**
 - Substantial completion is expected within the next week to 10 days
 - Punchlist inspection will follow
 - Staff anticipates moving into the building in late February
 - After a soft opening a grand-opening ribbon cutting ceremony will be scheduled



BAREFOOT BAY RECREATION DISTRICT

Attorney's Report

General Counsel clarified the definition of a draft document or notes regarding official public records. He advised that working drafts can be considered public records. General Counsel discussed the revelation by Mr. Loveland at the previous BOT meeting about a threat he received with an intent to persuade him to vote in a particular way regarding renewal of the CVO lease. He stated that Mr. Loveland was bothered enough by the incident to meet with him about it. He continued that Mr. Loveland has decided not to pursue an investigation, however he is in his rights to do so. He strongly advised the residents to be mindful of the context of their communication with elected officials. General Counsel stated that if any Trustee feels as though they are a victim of threats or extortion in any way, they should contact him immediately as this is a serious allegation punishable by law. He stated that this type of behavior is directly opposed to what the Trustees are trying to do and does impede their efforts to make ethical decisions. He encouraged the Board and residents to participate in civil discord as a means to obtaining a favorable outcome.

Trustee Incidental Report

Mr. Loveland had no comment.

Mr. Diana shared his disappointment in the vote concerning the CVO lease renewal. He suggested bringing the topic back for reconsideration at a future BOT meeting.

Ms. Henderson had no remarks at this time.

Mr. Klosky reminded the residents of the Pickleball courts ribbon cutting coming up this Friday, January 25, 2019.

Mr. Wheaton had no remarks at this time.

Adjournment

Mr. Wheaton made a motion to adjourn. Second by Ms. Henderson.
The next meeting will be on Friday, February 8, 2019 at 1PM in Building D/E.
Meeting adjourned at 9:04PM.

Joseph Klosky, Secretary

Dawn Myers, District Clerk



BAREFOOT BAY RECREATION DISTRICT

Board of Trustees Sunshine Law Workshop Tuesday, January 22, 2019 5 P.M. – Building D & E

The Barefoot Bay Recreation Department held a Sunshine Law Workshop on Tuesday, January 22, 2019 in Building D&E, 1225 Barefoot Boulevard, Barefoot Bay, Florida. Mr. Klosky called the meeting to order at 5:00 P.M.

Pledge of Allegiance

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

Roll Call

Present: Mr. Klosky, Mr. Wheaton, Mrs. Henderson, Mr. Diana, and Mr. Loveland. Also present Mr. Coffey, Community Manager, General Counsel Cliff Repperger, and Whitney Hodges, Recording Secretary.

Attorney Repperger's Presentation

General Counsel Repperger distributed hard copies of his PowerPoint presentation along with the memo version to the attendees and let everyone know he can also email them the presentation.

Sunshine Law in the State of Florida.

Section 268.011 of the Florida Statutes:

- Applies to all county, municipal, or political subdivision boards or commissions.
 - Includes ARCC, the Violation Committee, the Board of Trustees, any appointed official subcommittee etc.
- Applies to Advisory Boards/ Committees appointed by a public agency Board.
 - Three basic requirements
 - Meetings of the public boards or commissions must be open to the public.
 - Reasonable notice of such meetings must be given.
 - Minutes of the meeting must be taken.

What is a Meeting?

The Sunshine Law is implicated any time two or more members of the board discuss via any form of communication some matter of which may foreseeably come before the Board or advisory committee for action.

Members of the Board or advisory committees may not communicate about any issue that may come before the Board outside of the Board meetings. This includes phone calls between two or more members, a writing reflecting the views of a member that is circulated among board members with each indicating his or her approval or disapproval, and they may not use conduits to communicate in a way they themselves could not communicate. Additionally, any communication regarding topics that may go before the Board via computer or any electronic device is not allowed.

Mailing Address:
625 Barefoot Boulevard
Barefoot Bay, Florida 32976-7305

(772) 664-3141
(772) 664-1928



BAREFOOT BAY RECREATION DISTRICT

Board Members may not engage on Facebook, Twitter, message boards, or any other social media platform in an exchange or discussion of matter that could come before the board for official action.

All discussions between Board members about any issue that could possibly come before the Board for official action must be held in a location that is open to the public.

Any topics that may go before the Board and include back and forth communication between Board members are not permitted, whether they are discussed in person, over the phone, by email, text, or online posts. "Reply all" emails can be a problem, but are not necessarily a violation and should be avoided just in case.

In general, Board members should avoid discussions online in any forum – Facebook, Twitter, LinkedIn, message boards, or any other online communication forum. These interactions, when involving topics that may come before the Board, are subject to the Sunshine law and will also become a Public Record and must be available for a Public Records Request.

What is open to the public?

All meetings should be announced with reasonable notice and held in a location that will accommodate the anticipated turnout. The public has a right to be present and to be heard at meetings where decisions affecting the public are being made. Additionally, all conversations between Board members regarding topics before the board during the meeting must be held at a volume audible to everyone in attendance.

Section 286.0114, F.S. provides, subject to listed exceptions, that Boards must allow an opportunity for the public to be heard before the Board takes official action on a proposition.

Members are discouraged from meeting in places such as restaurants and coffee shops where members of the public may be uncomfortable attending and may be required to purchase food or beverages.

What is reasonable notice?

"Reasonable notice" varies depending on the facts of the situation and the Board involved. At a minimum, the notice must be given in such a way that the media and general public are able to attend the meeting. See AGO 04-44, 80-78, and 73-120.

The notice should contain the time and place of the meeting, and if possible, the agenda or a statement of the general topic the meeting will cover. The notice should be posted in an area designated by the agency for that purpose (community bulletin board/Newspaper of general circulation) as well as listed on the agency webpage if possible.

For regular meetings, notice must be given 7 days in advance (see Sec. 189.015, F.S.). For emergency or special meetings notice should be given as necessary but not less than 24 hours and preferably 72 hours in advance.

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625 Barefoot Boulevard (772) 664-1928
Barefoot Bay, Florida 32976-7305



BAREFOOT BAY RECREATION DISTRICT

Voting Guidelines

Each member of the Board must vote when a vote is required unless there is a legitimate conflict of interest. This rule is slightly less strict when dealing with a district such as BBRD. In our case, each member is encouraged to vote when they can unless they have a conflict of interest. Secret ballots are not permissible unless the votes are recorded and available for inspection.

Other Important Points

Minutes must be written and provided to the Clerk of the Board for maintaining. Section 189.069 (1)(a) 16, F.S., requires that at least 7 days before each meeting or workshop, the agenda of the event, along with any meeting materials available in an electronic format, excluding confidential and exempt information be posted on the BBRD website. The information must remain on the website for at least 1 year after the event. Members of the public may record meetings. The only exception to that is that the Board can adopt whatever rules it needs to adopt to prevent disruption of the meeting by those making recordings. You can be asked to stand in a certain area or if the equipment being used is somehow affecting the conduct of the meeting the board can have rules addressing that.

Once an item is circulated among Board or staff members that item are public record, even if it isn't in its final form.

Public Record Law in Florida

Florida Statutes section 119.01

General state policy on public records.

- It is the policy of this state that all state, county, and municipal records are open for personal inspection and copying by any person. Providing access to the public records is a duty of each agency.

Florida Statutes 119.011 (12) defines **public records** as:

All documents, papers, letters, maps, books, tapes, photographs, films, sound records, data processing software, or other material, regardless of the physical form, characteristics or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business by an agency

Florida Supreme Court defines **public records** as

All materials made or received by an agency in connection with official business which are used to perpetuate, communicate or formalize knowledge.

Shevin v. Byron, Harless, Schaffer, Reid and Associates, Inc., 379 So. 2d 633, 640 (Fla 1980)

Responding to a Public Records Request

Any records requests received should immediately be given to the BBRD Records Custodian. Once the Records Custodian requests those items from the staff or Board members, they should be forwarded immediately to the Records Custodian.

Mailing Address:
625 Barefoot Boulevard
Barefoot Bay, Florida 32976-7305

(772) 664-3141
(772) 664-1928



BAREFOOT BAY RECREATION DISTRICT

Maintaining Public Records

All public records of BBRD must be maintained and destroyed in accordance with the Department of State general Records Schedule GS1-SL. This states how long certain records must be kept and varies depending on the content of the record. Logs are kept of the destructions.

All communication – whether by email, text message, Facebook, Twitter, LinkedIn, or otherwise – is subject to both the Sunshine and Public records Laws if such communication is related to the official business of the Board or District. This includes person email address and Facebook/Twitter/other Social Media accounts.

Ethics

Conflicts

Florida Statutes section 112.3143(3)

No ... local public officer shall vote in an official capacity upon any measure which would inure to his or her special private gain or loss; which he or she knows would inure to the special private gain or loss of any principal by whom he or she is retained or to the parent organization or subsidiary of a corporate principal by which he or she is retained, other than an agency as defined in s. 112.312(3); or which he or she knows would inure to the special private gain or loss of a relative or business associate of the public officer.

Consequences

- Fines (up to \$500).
- Criminal Penalties (up to 60 days in jail).
- Attorney's fees for unlawful refusal to produce public records.

Resources

- State Attorney General, Ashley Moody
 - Open Government Website Link
<https://myfloridalegal.com/>
 - First Amendment Foundation
Sunshine Law Manual available for purchase
<https://floridafaf.org/>

Questions

Mr. Richard Schwatlow – If a Board Member is also a member of the golf course, would voting on golf course issues such as repairs or improvements be a conflict of interest?

Answer: Since that vote would not benefit the Board member alone, no, it would not be a conflict of interest. It would not be a special gain to them. The Board is charged with maintaining the facilities, and the golf course is one of those facilities. Just because they play golf doesn't mean that they have any special benefit over any other member of the golf course.



BAREFOOT BAY RECREATION DISTRICT

Trustee Loveland – How would you handle attorney client privilege regarding the Sunshine law and Public records?

Answer: There is no attorney client privilege. Things like my notes or my impressions as part of litigation are exempt. There are some things within the legal context that are exempt, but if a Trustee sends me an email and says “Hey Cliff I’ve got an issue with so-and-so that I need you to address or I need you to look at for me or I’m concerned about” and I send a response back that’s a public record just like anything else. There is no attorney client privilege in that sense. What we can do – and I’ve done this a few times when we’ve had litigation – we can have a Shade meeting. A Shade meeting is a meeting of the Board of Trustees that’s held to address very specific aspects of litigation. So it relates only to settlement litigation strategy related to the actual litigation. What we do in that context is if we have an active lawsuit that is ongoing and we want to talk about settlement of that lawsuit we can close the meeting to the public. We do notice it. We start in a regular session then we close the session. We bring in an actual court reporter that has to transcribe everything we say. That record and the transcription are exempt from public disclosure until the litigation is concluded. So if we talk about settling something and say we are going to pay X amount of dollars to settle this or we want to ask for X amount of dollars to settle this, that communication, all of those discussions are exempt until we actually resolve the suit. And then they become subject to disclosure. So that’s about as close as you see of the attorney client privilege and it only relates to active litigation. It can’t be just a threatened litigation. It must be a pending litigation. That’s one of the few opportunities we must go into a closed session.

Don’t hesitate to email General Counsel Cliff Repperger, with any questions you may have.

Adjournment

Mr. Klosky adjourned the meeting.

Meeting adjourned 6:00 PM



BAREFOOT BAY RECREATION DISTRICT

**Board of Trustees Regular Meeting Workshop
Short Term Rentals / Rules of BOT
January 24, 2019
10 A.M. –Building D&E**

Meeting Called to Order

The Barefoot Bay Recreation District held a Workshop on January 24, 2019 in Building D&E, 1225 Barefoot Boulevard, Barefoot Bay, Florida. Mr. Klosky called the meeting to order at 10A.M.

Pledge of Allegiance to the Flag

Led by Mr. Wheaton.

Roll Call

Present: Mr. Klosky, Mr. Wheaton Ms. Henderson, Mr. Diana, and Mr. Loveland. Also present John W. Coffey, Community Manager, Rich Armington, Resident Relations Manager, General Counsel Cliff Repperger and Dawn Myers, District Clerk.

Audience Participation

Mr. Jack Reddy voiced concern for the weekend renters coming into the Bay with a potential of distributing illicit drugs or any other unscrupulous activities. He presented a letter received by the county utilities department along with his bill alerting citizens to contact the county with any knowledge of unlawful VBRO rentals. He maintained that he is in favor of restricting short term rentals in Barefoot Bay.

Short Term Rentals

Mr. Diana stated that this issue came to his attention by the pool hosts who were experiencing communication from absent homeowners that were requesting guest passes from their tenants. The pool hosts noted that they did not recognize these renters and they changed frequently.

Upon investigation Mr. Diana realized some homeowners were using their home as AIR BNB vacation rentals. After the first discussion at a BOT Regular Meeting. Mr. Diana requested General Counsel investigate options for restrictions and bring the topic back to a Workshop.

General Counsel Repperger discussed the options for restrictions. He made some suggestions to include DOR Amendments, adjusting the fee structure but with limitations as it is difficult to regulate who is renting as there are ways to get around the existing rules in order to get sponsored by homeowners.

Mr. Armington reported on the observation of guest passes being purchased for 30 days at a time at different intervals from the same home owners. Since October of 2018 there have only been 10 renters. He suggested converting the rental badges into guest passes.



BAREFOOT BAY RECREATION DISTRICT

Mr. Jack Reddy suggested the Board attempt to find out the County response to a report of the properties that are being used as short-term rentals for profit. He recommended Mr. Armington make a test case of an established rental to get an idea of their level of attention to this matter.

Concern is the vulnerability of neighbors and liability for people getting hurt at one of our amenities.

Awareness of a property being used as a vacation home/short term rental we could then alert the county tax collector of the activity which may be an avenue to regulating the rentals. We have at least 6 on AIRBNB and 11 on VBRO as well as some on Craigslist.

Mr. Wheaton suggested that opening Food and Beverage events to non-residents may be exacerbating the issue. He agreed the structure for guest passes needs to be revisited.

Board discussion and consensus to investigate revisiting the guest pass structure in the DOR and reporting profit making rentals in the Bay to the County Tax collector.

Mr. Armington will work with General Counsel to adjust the fee structure in the Policy Manual.

Rules of the BOT

Mr. Klosky stated that he would like to see an amendment in the Rules of BOT that anyone elected to the Board cannot have a spouse or relative working for the Bay. Board discussed nepotism in the Barefoot Bay workplace. Mr. Klosky explained that those already on the Board would be grandfathered in. But new elections going forward would not allow for trustees with spouses that work in Barefoot Bay.

Mr. Wheaton stated that some employees may be intimidated and feel they cannot report on the spouse since they are wife of a Trustee. Mr. Loveland stated that he does not feeling great about forbidding the Trustees from having a spouse working in the Bay. He continued that we should leave it to Mr. Coffey to ensure that staff is not being treated differently. Trustees should not insert themselves in any employee situation. The only time a Trustee should become involved is if the problem is with Mr. Coffey not assuring his managers and employees are being treated fairly. He maintained that he is a proponent for a mediator (via SDS) that could be brought in for the benefit of the employees if they do have a problem with management or other employees.

Mr. Klosky requested changing the HOA reference in the Rules of Trustees in Article 8 Section 2 from HOA to CVO to reflect their recent name change reflected

Meeting adjourned at 11:18AM

Treasurer's Report

Barefoot Bay Recreation District

Treasurer's Report

February 8, 2019

Cash Balances in General Fund as of 2/1/19

Petty Cash **Total Petty Cash:** \$ 2,000.00

Operating Cash in Banks

MB&T Operating Account 3,027,748.96

Total Operating Accounts: 3,027,748.96

Interest Bearing Accounts

SBA Reserve Account 679,112.41

Total Interest Bearing Accounts 679,112.41

Total Cash Balances in General Fund: **\$ 3,708,861.37**

Total Daily Deposits and Assessments Received for 1/16 - 2/1/2019

Daily deposits: \$ 116,163.02

Assessments received (from County only): -

Total Deposits Received \$ 116,163.02

Expenditures over \$5,000 for 1/16 - 2/1/2019

Check Number	Vendor	Description	Check Amount
52035	Network Cabling Services, Inc.	Progress & Final Billing	18,350.00
52058	ABM Landscape & Turf Services	January Maintenance	38,691.16
52061	Carroll Distributing Company	Beer	9,663.15
52073	Health First Health Plans	Employee Health Care	18,801.53
52081	Rossway Swan	Legal - January	8,770.31
52083	Special District Services, Inc	Management - January	12,940.63
52090	US FoodService, Inc.	Food Inventory	5,949.08
52091	Watertronics	New Pump and Motor For SLED	5,824.15
52118	Florida Power & Light Co	Electric - January	6,254.36
52134	Reynolds General Contractors, Inc.	New Admin Building - Draw # 9	156,735.90
52143	US FoodService, Inc.	Food Inventory	5,482.00
	US Treasury	Payroll Tax: PPE 1/20/19	18,136.17
	Paychex	Net Payroll: PPE 1/20/19	63,841.48

Total Expenditures over \$5,000 \$ 369,439.92

Audience Participation

Unfinished Business

Board of Trustees Meeting Agenda Memo

Date: February 08, 2019

Title: **Shopping Center Lease Renewal: Civic Volunteer Organization (FKA BFBHOA)**

Section & Item: 8A

Department: Shopping Center

Fiscal Impact: \$17,600 (\$13,857 in lost rent, CAM and taxes plus \$3,743 in utilities cost)

Contact: Joseph Klosky, BOT Chairman; Roger Compton, CVO President, Charles Henley, Finance Manager; or John W. Coffey, ICMA-CM, Community Manager

Attachments: CVO Lease and Feb., 28, 2017 BOT Meeting Minutes

Reviewed by
General Counsel: N/A

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



Requested Action by BOT

Re-consideration of renewal of CVO's Shopping Center lease at current terms for a five-year period.

Background and Summary Information

On January 22, 2019, the BOT considered the renewal of the CVO lease at the Shopping Center. A motion to renew the lease for a 5-year term at the current arrangement (i.e. free rent and utilities 100% paid by BBRD) failed 2 (Loveland and Diana) to 3 (Klosky, Henerdson and Wheaton). On January 24, 2019, Chairman Klosky asked that the topic be placed on the next agenda for re-consideration. Below in italic is the January 22, 2019 agenda memo text:

On February 28, 2017, the BOT voted to give the Civic Volunteer Organization (formerly known as the Barefoot Bay Homeowners Association) a two-year lease for a larger space (part of unit #4 and unit #5) in the rear of the Shopping Center for \$0.00 monthly rent with BBRD paying for all utilities (previously the CVO had an informal sub-leased [for free] very small space within unit #1-6 provided to the Brevard Sheriff's Department for its Citizens on Patrol (COP) program). Understood in the 2017 lease was that the CVO would provide the COP program space with a separate entrance within the new CVO Office (this space was constructed by staff and is currently in use by the COPs).

The continuation of the free leased space with utilities is based on the following factors:

- The CVO provides free copying, fax and internet services to property owners and residents*
- The CVO runs the "Seniors at Lunch" and "Senior Advocacy" programs out of its current office*
- The CVO raises funds that pay the cost of services to low income and disadvantaged property owners through its expanded Helping Hands Program*
- The CVO has spearheaded the volunteer initiative that worked with the American Red Cross to install over 4,000 new smoke detectors in BBRD homes*

- *The CVO has provided the needed volunteers to enable the smooth operations of the Inaugural Barefoot by the Lake Festival, planning for future events and the timely legwork in soliciting sponsorship for future events (the Barefoot by the Lake Festival could not occur in its current form without the large number of volunteers organized by the CVO)*

Hence, the Community Manager recommends the BOT approve a five-year lease renewal for part of unit #4 and unit #5 at the Shopping Center for \$0.00 rent with utilities paid for by BBRD.

Of note to the reader, if an agreement between the BOT and CVO cannot be reached, the CVO and COP will need to vacate the unit no later than close of business of February 28, 2019.

Staff requests direction from the BOT regarding this matter.



BAREFOOT BAY RECREATION DISTRICT

**Board of Trustees Regular Meeting
February 28, 2017
7 P.M. –Building D&E**

Called to Order

The Barefoot Bay Recreation District held a Regular Meeting on February 28, 2017 in Building D&E, 1225 Barefoot Boulevard, Barefoot Bay, Florida. Mr. Diana called the meeting to order at 7:00 P.M.

Thought for the Day

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

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

Roll Call

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

Reorganization of the Board

Mr. Diana requested a formal nomination for the vacated seat on the Board of 2nd Vice Chair since the Board was officially a complete 5-member Board again.

Mr. Lavier made a motion to nominate Mr. Cavaliere for 2nd Vice Chair. Second by Mr. Geier. Motion carried unanimously.

Mr. Cavaliere made a motion to nominate Mr. Geier for Treasurer. Second by Mr. Lavier. Motion carried unanimously.

Presentations

Mr. Diana recognized and thanked Mr. Lavier for his presentation of the Canada Day Proclamation at the recent Canada Day Event over the weekend. Mr. Klosky thanked Ms. Myers for writing the proclamations for the Bay over the past few years.

Mr. Klosky made a motion to approve the Canada Day proclamation. Second by Mr. Geier. Motion carried unanimously.

Minutes

Mr. Cavaliere made a motion to approve the minutes February 10, 2017. Second by Mr. Lavier. Motion carried unanimously.

Treasurer's Report

Mr. Cavaliere presented the Treasurer's Report for February 28, 2017.

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



BAREFOOT BAY RECREATION DISTRICT

Mr. Diana made a statement in gratitude of staff's team effort in notifying residents of the emergency boil alert over the weekend for some areas of Barefoot Bay. He received a message via text while he was at work from Mr. Coffey informing him of the boil alert. Staff promptly sent an email blast to the residents alerting them of the emergency and buildings in the affected area were immediately closed down. Mr. Diana asked that the residents recognize Property Services Staff, Matt Goetz, Manager, Pat Diamond, Lead Technician and Leslie Kadlec, Pools Supervisor, for their quick response in procuring ice and helping to reopen the buildings in time for Saturday evening's scheduled events. He also thanked and acknowledged Mr. Lavier for quickly sending out notice to the residents via social media.

Audience comment on Agenda Items

None Brought Forward

DOR Ballot Amendments

General Counsel informed the Board that the Supervisor of Elections Office has requested editing the questions on the Ballot in an effort to streamline the printing process. The questions in the agenda package contain the language edited to a degree without taking away the necessary effect of the yes/no vote language. General Counsel has tried to leave this intact as much as possible as he believes this an important factor in t

Mr. Lavier made a motion to move forward with sending the edited ballot questions as presented and adjust the turnaround time to 45 days. Second by Mr. Geier. Motion carried unanimously.

Stormwater Projects Update

Mr. Coffey informed the Board that the previously selected vendors backed out of negotiations. He stated that he has asked BBRD engineering firm to select additional bids.

Mr. Klosky made a motion to table the discussion until the bids for the projects are received. Second by Mr. Geier. Motion carried unanimously.

DOR Violation 16-003759 831 THRUSH CIRCLE

Ms. Sue Cuddie requested consideration of the Board in resolving the safety concern caused by storm damage to 831 Thrush Circle.

Mr. Cavaliere made a motion to allow Property Services to secure the debris on the home and lien the property for the cost. Second by Mr. Geier. Motion carried unanimously.

Discussion of Master Plan for Future Projects

Mr. Diana stated that he wanted to put this on the Board to ensure the departments have the equipment they need. Board discussed what the direction in which the residents will want to go for the future of the Bay.

Mr. Roger Compton suggested that the homeowners are likely to approve developments to their clubs and amenities without considering those amenities that they either are not aware of or have no interest in, the master plan would combine all the proposed improvements so we can review them as a whole by



BAREFOOT BAY RECREATION DISTRICT

the community. Board consensus to put this item on an agenda in July to discuss forming an ad hoc committee to address the results of the HOA Survey and census as it pertains to the Master Plan.

Request for Larger Office Space by Barefoot Bay Homeowners' Association

Mr. Randy Loveland, President of the BFBHOA asked the Board for permission to acquire the vacant office space located at 935 Barefoot Blvd., Suite 5 and part of Suite 4 in the Barefoot Bay shopping center. He explained that the space the HOA currently holds makes it difficult to address more than two homeowners at any given time. He maintained that the BFBHOA is committed to assisting the BOT and the BBRD homeowners by educating and informing them about their amenities. The BFBHOA will also now form and oversee the committees in Barefoot Bay.

As such, they would free up space in District meeting rooms by having the space to hold committee meetings in their own office. Board discussed the options presented. Mr. Klosky was in favor of providing the space to the BFBHOA, but since the District will be giving up any income if approved he recommends some amount of reimbursement for the use of the offices. Mr. Loveland maintained that BFBHOA will assist the BOT by promoting District events and not competing with them during their profit making events.

Mr. Cavaliere made a motion to give the HOA a space for 2 years and pay all utilities. Second by Mr. Geier. Mr. Klosky opposed. Motion passed 4-1.

Manager's Report

District Clerk

- Board of Trustees Policy Manual Workshop tentatively scheduled for Thursday, March 16, 2017 in Bldg. D/E at 2:30pm. Golf Course Membership Rates and tee time procedures Board of Trustees Workshop tentatively scheduled for Thursday, March 30, 2017 in Bldg. D/E at 2:30pm. *Board consensus of these dates and times.*
- Due to the short turn around (3 days) until the next Board agenda must be published, minutes from today's meeting will not be on the March 10, 2017 BOT agenda. They will be on the March 28, 2017 agenda.

Finance

- Banking RFP Evaluation meetings reminder: Thursday, March 2, 2017 at 11am for opening of RFPs.
- Wednesday, March 15, 2017, Bldg. D at noon (reserved for oral presentations if needed). Award of services by the Board is scheduled to be heard at the Tuesday, March 28, 2017, Board of Trustees meeting in Bldg. D/E at 7pm.

Resident Relations

- ARCC Committee reports (20 permits were reviewed and 18 approved at the 21Feb17 ARCC meeting. 3 permits were put on hold pending additional information. The next ARCC meeting is Tuesday 7Mar17 at 9am in the Lounge.
- Violation Committee Update – The 24Feb17 meeting is canceled since only one case remains open as of 21Feb17. The next meeting is Friday 10Mar17 at 10am in D/E.
- DOR Enforcement Transparency Update – Staff is working on putting the DOR software database on www.bbrd.org. "Citizenserve" will be a searchable product where residents can



BAREFOOT BAY RECREATION DISTRICT

look up specific properties to see the status of DOR enforcement cases. Staff will provide a short demonstration of the web-based search engine at a future BOT meeting.

Food & Beverage

- St. Paddy's Day – Tickets for the party on the Lakeside of the Lounge are still on sale at the 19th Hole and the Lounge. A full day is planned and flyers with all the details will be posted. Corned Beef sandwich tickets are \$8 and are served at noon and a buffet for \$12 is served at 2:30pm.
- Lounge Update – A new point of sale (POS) system is being installed. There will be 2 stations which will help bartenders and servers to order and close out checks out in a timely fashion.
- Lakeside of Lounge Lighting Upgrade Update – LED Edison lights have been received for stringing around the palm trees lakeside of the Lounge. LED “running” lights will also be hung under the awnings. These upgrades will be installed in the next few weeks.

Golf-Pro Shop

- Golf Course Tournaments Updates:
 - Member/Member - 25Feb17
 - New York Group – 7Mar17
 - Canada Club – 11Mar17
 - Ladies 18 Hole Invitational – 21Mar17
 - Barefoot Bay Club Championship- 23-25Mar17Call or stop by the Pro Shop for more information about any of the tournaments.
- R&M Project Update – Staff is currently planning the summertime projects including the \$50,000 no match grant program.

Property Services

- Project Update:
 - The pier is open and final payment will be made once final punch list items are completed.
 - (Grant funded) Shuffle board resurfacing project was completed last week.
 - (Grant funded) Beach Projects Update:
 - FDEP permitting for non-vertical work is approved.
 - Brevard County site permit is in the review process.
 - Staff has one bid for exotic clearing, berm construction, irrigation installation landscaping and sodding. Staff anticipates receiving a 2nd quote within the next week with the award of contract being on one of the next two BOT agendas for consideration.
 - Building A roof replacement project is currently in the RFP drafting phase and staff anticipates release of the RFP on 03Apr17.
- Routine Work Update:
 - Installed poles for the soccer field
 - Repaired poles at the tennis courts
 - Reinstalled new windscreen at pool 2
 - Installed new curb stops in front of screens in the golf course parking lot



BAREFOOT BAY RECREATION DISTRICT

- Finished air conditioning enclosure in D&E
- Repainted white rope fence poles throughout BFB
- Continued canal bank brush removal for stormwater maintenance
- Installed hot water heaters in the 6th and 16th restrooms on the golf course
- Repaired handrail on handicap ramp in front of Bldg. A
- Rototilled the softball field

General

- Building A and the 19th Hole Kitchen Projects Update – Staff will meet with TLC engineer and subs on Thursday to walk through the kitchens and explain the scope of work of each project. Staff anticipates the design proposals will be on the 28Mar17 BOT agenda for consideration.
- Request to Form a Club – Staff received a request to form a Bocce Ball Club today. With the BOT's intention of turning oversight of clubs and organizations to the BFBHOA (projected changes to be adopted by the BOT on 28Mar17), staff seeks direction whether to place the request on the 10Mar17 agenda for consideration (current Policy Manual rules) or inform the residents the request will be forwarded to the BFBHOA.

Mr. Cavaliere stated that the authorization to form the clubs should remain with the Board but clubs scheduling transfer to the HOA. Mr. Coffey requested further clarification and stated the further discussion can take place at the March 16th Workshop

Mr. Diana requested an expedited response to the Bocce Ball Club by HOA in the interim.

- Ethnic Festival and St. Patrick's Day Guest and/or Visitor Pass Reminder – Per changes made to the Policy Manual last year, the guest and/or visitor passes for the upcoming events will not be required as these events are open to the public. All other pool and building use regulations will be enforced.

Attorneys Report

General Counsel reported that 606 Tarpon has come into compliance. He stated that the Lender agreed to pay legal fees and asked for dismissal of the case.

Mr. Geier made a motion to dismiss the suit at 606 Tarpon, due to the lender paying for legal fees and costs of \$1600. Second by Mr. Lavier. Motion carried unanimously.

He updated the Board on 580 Marlin Circle which was a foreclosure in August and subsequently transferred to a lender. This case has come in to compliance and now his office will close the case.

Incidental Trustee Remarks

Mr. Lavier congratulated Betsy Davis on the success of raising \$945 for the community fund this past weekend.

Mr. Cavaliere encouraged the residents to fill out the census/survey. He clarified that the information is needed to help the Trustees plan the future of Barefoot Bay

Mr. Diana requested a cost of entertainment from the Food and Beverage department including musical events from March 1, 2016 - February 28, 2017.



BAREFOOT BAY RECREATION DISTRICT

Audience Participation


Ms. Crouse requested installation of an informational kiosk for prospective Barefoot Bay buyers. While selling Little Theatre in the patio area of Building A as she noticed a fair amount of people looking for information in this area,

Adjournment


The next meeting will be on March 10, 2017 at 1PM in Building D/E.

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

Meeting adjourned 8:54PM.



Joe Klosky, Secretary



Dawn Myers, District Clerk

LEASE AGREEMENT

THIS LEASE AGREEMENT is made and entered into this 31 day MAY, 2017, by and between BAREFOOT BAY RECREATION DISTRICT, a mobile home park recreation district organized and existing under the provisions of Section 418.30, et seq., Florida Statutes, and Brevard County Ordinance No. 84-05, (hereinafter referred to as "Lessor") and Barefoot Bay Homeowners Association, (hereinafter referred to as "Lessee"). The Lessor and Lessee are sometimes herein collectively referred to as the "Parties".

WITNESSETH:

In consideration of the mutual covenants and agreements herein set forth, the Lessor and the Lessee agree and covenant that the Lessor shall demise and lease unto Lessee that certain premises located in Brevard County, Florida, to wit:

Bldg. 1, Suite 5 and portion of Suite 4,
935 Barefoot Blvd.
Barefoot Bay, FL 32976

1. Term.

- (a) The term of this Lease shall be for a period of 2 years commencing on, March 1, 2017 and ending on February 28, 2019.
- (b) Provided that the Lessee is not in default of any provisions of this lease, Lessee and Lessor may agree to renew or extend said lease for 2 additional two (2) year periods upon the same terms, covenants and conditions as set forth herein. Lessee and Lessor shall agree to renew by giving written notice of intent to renew to each other not less than sixty (60) days prior to the expiration of the terms hereof.

The Lessee shall be empowered and authorized to terminate this Lease at any time, with sixty (60) days advance written notice, without any further duties and obligations to the Lessor if the Lessee, in its sole discretion, determines that he no longer needs to use the Leased Premises in conjunction with HOA purposes. The Lessor shall be empowered and authorized to terminate this Lease at any time, with sixty (60) days advance written notice, for any reason whatsoever, without any further duties and obligations to the Lessee.

2. **Rent.** The total rent payable by the Lessee to the Lessor during the initial term and any renewal term of this Lease shall be One and 00/100 Dollars (\$1.00). The Lessor believes that the presence of the Lessee and his deputies and other employees at or around the Leased Premises will benefit the Lessor.

3. **Alterations and Additions.** Lessee shall not make or allow to be made any alterations or physical additions or improvements in or to the Leased Premises without first obtaining the written consent of Lessor. Any alterations, physical additions or improvements to the Leased Premises made


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by Lessee shall at once become the property of lessor and shall be surrendered to Lessor upon the expiration or earlier termination of this Lease; provided, however, this clause shall not apply to movable equipment or furniture owned by Lessee which may be removed by Lessee at the expiration (or earlier termination) of this lease. If required by Lessor, such alterations, additions or improvements shall be removed by Lessee upon the expiration or sooner termination of the term of this Lease and Lessee shall repair damage to the premises caused by such removal, all at Lessee's cost and expense. Lessee shall submit to Lessor plans and specifications for all alterations and additions at the time Lessor's consent is sought.

4. **Maintenance and Repair.** The Lessor shall, at its sole expense, repair and maintain in good condition the roof, roof drains, sewers, outside walls, foundations, structural portions, plumbing, heating and air conditioning of the Leased Premises. After initial move in, the Lessee shall be responsible for all other repairs and maintenance necessary, including, but not limited to, work on the storefront, show windows, windows, window glass, interior decoration and painting, and electrical facilities. The Lessee shall do all things necessary to keep the Leased Premises (except the roof, roof drains, sewers, outside walls, foundations, structural portions, plumbing, heating, and air conditioning, which shall be maintained by the Lessor), excluding the sidewalks and area adjacent to the Leased Premises, in a clean, neat and sanitary manner and in compliance with all laws, ordinances, rules and regulations of any public authority and in compliance with such reasonable rules and regulations that may be adopted from time to time by the Lessor that are applicable to all tenants in the Shopping Center of which the Leased Premises is a part. The Lessee shall also be solely responsible for all repairs required as a result of the negligent or intentional acts or omissions of the Lessee.

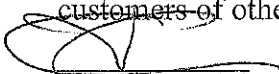
5. **Services.**

(a) The Lessor shall, during the term of the Lease, all charges for all electrical, water, sewer, and garbage and telephone service to the Leased Premises.

(b) The Lessor shall provide for maintenance and repair of parking and common areas of the Leased Premises and the shopping center in which the Leased Premises are situated. Except as specifically provided in this Lease, the Lessor shall not be obligated to provide any services to the Lessee. In addition, the Lessor does not warrant that any such services provided to the Lessee will be free from interruption due to causes beyond the Lessor's control. In the event of an interruption of such services or delay in the restoration of such services, the same shall not be deemed an eviction or disturbance of the Lessee's use and possession of the Leased Premises or render the Lessor liable to the Lessee for damages of any kind or nature, nor shall the same relieve the Lessee from performance of the Lessee's obligations under this Lease.

(c) The Lessee shall not be responsible for paying the Lessor a proportionate share of the cost of repair and maintenance expenses of the parking and common areas of the Shopping Center.

6. **Parking.** No part of any parking area adjoining the Leased Premises is leased hereunder. The Lessor agrees that parking areas shall be available to, and may be used by, the Lessee, employees and agents of the Lessee, and members of the public who are coming to the Leased Premises, as well as customers of other tenants of other portions of the building of which the Leased Premises form a


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committed any waste in or upon the Leased Premises.

- (iii) Lessee shall not use the Leased Premises to permit anything to be done in or about the Leased Premises which will in any way conflict with any law, statute, ordinance or governmental rule or regulation or requirement of duly constituted public authorities now in force or which may hereafter be enacted or promulgated.
- (iv) Lessee shall not leave the Leased Premises unoccupied or vacant for an extended period of days.

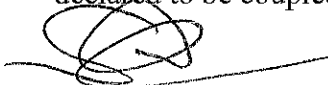
8. Insurance.

(a) **Public Liability.** The Lessor shall, at the Lessor's sole cost and expense, but for the mutual benefit of the Lessor and the Lessee, maintain throughout the term of this Lease general public liability insurance against claims for personal injury, death or property damage occurring in, or about the Leased Premises. . The Lessors coverage is for the building only. Content insurance is the sole responsibility of the Lessee.

9. Assignment. Lessee covenants and agrees not to assign, transfer, mortgage, pledge or hypothecate the leasehold or to sublet the Leased Premises or any part thereof without the prior written consent of Lessor, which consent may be withheld in Lessor's sole discretion. The Lessee may not sublet or allow any "for profit" use of the building.

10. Indemnification. Except as limited by law, Lessee shall indemnify, defend and save harmless said Lessor from and against any and all claims, suits, actions, damages or causes of action arising during the term of this Lease for any personal injury, loss of life, or damage to property sustained in or about the Leased Premises by reason or as a result of negligence of the Lessee or his employees. The provisions of this Paragraph are not intended to, nor shall they operate to affect the rights, privileges and immunities of the Lessee as set forth in Section 768.28, Florida Statutes. The Lessor shall immediately notify the Lessee of any incident, claim or lawsuit of which the Lessor becomes aware stemming from the operation of the Leased Premises by the Lessee. The Lessor shall fully cooperate in the defense of such claims, but the Lessee shall retain sold control of the claims while the action or suit is pending, including selection of defense counsel.

11. Subordination. It is agreed by Lessee that this Lease shall be subject and subordinate to any mortgage, deed of trust, or other liens now on the premises or which may hereafter be made on account of any proposed loan to be placed on said premises by Lessor to the full extent of all debts and charges secured thereby; and to any renewals, extensions and modifications of all or any part thereof which Lessor may hereafter, at any time, elect to place on said premises, and Lessee agrees upon request to hereafter execute any paper or papers which counsel for Lessor may deem necessary to accomplish that end. That in default of Lessee's doing so, Lessor is hereby empowered to execute such paper or papers, in the name of Lessee, as the act and deed of said Lessee, and this authority is declared to be coupled with an interest and not revocable.


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part, and subtenants and concessionaires thereof. The Lessor shall have the right, at any time, and from time to time, to establish reasonable rules and regulations for the operation of the parking area.

7. Use.

(a) The Leased Premises shall be used and occupied by the Lessee as an advocacy organization to assist Homeowners.

(b) Suitability. The Lessee acknowledges that neither the Lessor nor any agent of the Lessor has made any representation or warranty with respect to the Leased Premises or with respect to the suitability of the Leased Premises for the conduct of the Lessee's business nor, after Lessee's initial move in, has the Lessor agreed to undertake any modification, alteration or improvement to the Leased Premises. The taking of possession of the Leased Premises by the Lessee shall conclusively establish that the Leased Premises were at such time in satisfactory condition.

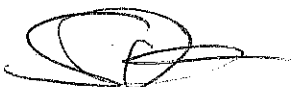
(c) Lessee's Acceptance. The Lessee accepts the Leased Premises in the "move in" condition they are in on the date this Lease commences. The Lessee hereby acknowledges that it has received the Leased Premises in a thoroughly good and tenantable order, safe condition and repair of which the execution of this Lease, and Lessee's taking of possession hereunder shall be conclusive evidence.

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

(e) Uses Prohibited: Lessee hereby agrees that:

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

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


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


(a) If Lessee shall fail to perform or breach any of the conditions on Lessee's part to be performed and if such nonperformance or breach shall continue for a period of fifteen (15) days after notice thereof by Lessor to Lessee, or if such performance cannot be reasonably had within such fifteen (15) day period and Lessee shall not in good faith have commenced such performance within such fifteen (15) day period and shall not diligently proceed therewith to completion;

(b) If Lessee shall vacate or abandon the Leased Premises for a period of thirty (30) days or more;

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

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

18. **Condition of Leased Premises upon Termination or Expiration:** Lessee shall, upon the expiration or termination of this lease, quit and surrender the Leased Premises, broom clean, in good condition and repair, reasonable wear and tear excepted, together with all keys and combinations to locks, safes and vaults and improvements, alterations, additions, fixtures, and equipment at any time made or installed in, upon or to the interior or exterior of the Leased Premises (except personal property and other unattached movable trade fixtures put in at Lessee's expense), all of which shall be the property of the Lessor without any claim by Lessee therefore, but the surrender of such property to Lessor shall not be deemed to be a payment of rent or in lieu of any rent reserved hereunder. Before surrendering the Leased Premises, Lessee shall remove all Lessee's said personal property and unattached movable trade fixtures and, at Lessor's option, Lessee shall also remove any improvements, alterations, additions, fixtures, equipment and decorations at any time made or installed by Lessee in, upon or to the interior or exterior of the Leased Premises, and Lessee further agrees to repair any damage caused thereby. If Lessee fails to remove any of Lessee's personal property and trade fixtures, said property shall, at the option of the Lessor, either be deemed abandoned and become the exclusive property of Lessor, or Lessor shall have the right to remove and store said property, at the expense of the Lessee, without further notice to or demand upon Lessee and hold Lessee responsible for any and all charges and expenses incurred by Lessor therefore. If Leased Premises are not surrendered as and when aforesaid, Lessee shall indemnify Lessor against all loss or liability resulting from the delay by Lessee in so surrendering the same, including without limitation, any claims made by any succeeding occupant founded on such delay. The Lessee's obligation under this provision shall survive the expiration or sooner termination of this lease.


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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.

23. **Entire Agreement:** This instrument, along with any exhibits and attachments hereto, constitutes the entire agreement between Lessor and Lessee relative to the Leased Premises and this Agreement and the exhibits and attachments may be altered, amended or revoked only by an instrument in writing signed by both Lessor and Lessee. Lessor and Lessee hereby agree that all prior or contemporaneous oral agreements between and among themselves and their agents or representatives relative to the leasing of the Leased Premises are merged in or revoked by this Agreement.

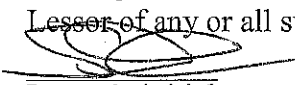
24. **Severability:** If any term or provision of this Lease shall, to any extent, be determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Lease shall not be affected thereby, and each term and provision of this Lease shall be valid and be enforceable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

25. **Time.** Time is of the essence of this Lease and each and every provision hereof, except as to the delivery of possession of the Leased Premises to the Lessee.

26. **Binding Effect; Choice of Law:** Subject to any provisions hereof restricting assignment or subletting by Lessee and subject to Paragraph 23 of this lease, all of the provisions of this lease shall bind and inure to the benefit of the Parties and their respective heirs, legal representatives, successors and assigns. This Lease shall be governed by the laws of the State of Florida and venue for any action to interpret or enforce this Lease shall lie exclusively in the appropriate state court in and for Brevard County, Florida. To the extent that either party files any legal action to enforce any provision of this Agreement, the prevailing party shall be entitled to recover attorney's fees and costs from the non-prevailing party.

27. **Waiver:** No covenant, term or condition or the breach thereof shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or condition shall not be deemed to be a waiver of any proceeding or succeeding breach of the same or any other covenant, term or condition. Acceptance by Lessor of any performance by Lessee after the time the same shall have become due shall not constitute a waiver by Lessor of the breach or default of any covenant, term or condition unless otherwise expressly agreed to by Lessor in writing.

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


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

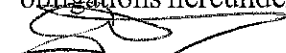
20. **Inability to Perform.** If the Parties are delayed or prevented from performing any of its obligations under this Lease by reason of strikes, lock-outs, labor troubles, inability to produce materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, war or other reason of like nature which is not the fault of the party delayed in performing the work or doing the acts required under the terms of this lease, then performance of such act shall be excused for the period of such delay or such prevention and the period for performance of such act shall be excused for the period of such delay or such prevention and the period for performance of said act shall be deemed added to the time herein provided for the performance of any such obligation.


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

22. Captions; Attachments; Defined Terms:

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

(b) The words "Lessor" and "Lessee," as used herein shall include the plural as well as the singular. Words used in neuter gender include the masculine and feminine and words in the masculine or feminine gender include the neuter. 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


Lessor's initial


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29. **Holding Over:** If Lessee remains in possession of the Leased Premises after the Lease expires or terminates for any reason and without the execution of a new Lease, Lessee will be deemed to be occupying the Leased Premises as a Lessee from month to month at the sufferance of Lessor, and the Lessee will continue to be subject to all of the provisions of this lease. Additionally, the Lessee shall be liable to the Lessor for all lawful damages resulting from his failure to surrender possession of the Leased Premises as required by this Lease. This provision does not give the Lessee any right to hold over at the expiration of this Lease, and shall not be deemed to be a renewal of the Lease term, either by operation of law or otherwise.

30. **Abandoned Property:** Florida law shall govern the duties and remedies with respect to any abandoned property of this Lessee.

31. **Quiet Enjoyment.** Lessor agrees that, subject to Lessee's performance of the terms and conditions of this lease, Lessee shall peaceably and quietly have, hold and enjoy the Leased Premises in accordance with the terms and conditions of this Lease.

32. **Construction of Agreement.** The Parties have read and negotiated all of the language of this Lease. The Parties acknowledge and agree that, because each of the Parties participated in the negotiating and drafting of this Lease, no rule of construction shall apply to shall apply to this Lease which construes any language, whether ambiguous, unclear or otherwise, in favor of or against any party by reason of that party's role in drafting this Lease.

33. **Mutual Intent.** It is agreed between Lessor and Lessee that the aforementioned provisions represent the true intent of the parties and the sufficient consideration exists for each to be bound thereby.

34. **Notice.** Any notice permitted or required to be given under the terms of this Lease shall be in writing, addressed to the party to whom it is directed, and sent either by (1) hand deliver, (2) United States certified or registered mail, postage prepaid, return receipt requested, or (3) overnight delivery by a nationally recognized delivery company, to the address shown below or to such other address as either party may from time to time designate by written notice in accordance with the paragraph:

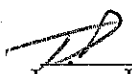
(a) If to Lessor: Barefoot Bay Recreation District
625 Barefoot Boulevard, Bldg. F
Barefoot Bay, Florida 32976

(b) If to Lessee: Barefoot Bay Homeowners Association
935 Barefoot Blvd Suite 5
Barefoot Bay, Florida 32976

Any such notice shall be deemed effective upon receipt.


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Lessee Initial

35. **Demise of the Leased Premises.** Subject to the terms and conditions set forth in this lease, the Lessor hereby demises and leases to the Lessee and the Lessee hereby leases from the Lessor, that certain real property, including any and all improvements, located in Brevard County, Florida, more specifically described as Suite Building 1, Space 5, located at 935 Barefoot Boulevard, Barefoot Bay, Florida 32976, referred to herein as 'Leased Premises.'

36. **Condition of the Leased Premises.** The Lessee agrees to accept the Leased Premises on a "ready to move in" basis. The Lessee shall not permit any unlawful nuisance, waste or injury on the Leased Premises. The Lessee agrees to surrender the Leased Premises upon the expiration of this Lease, or earlier termination hereof, in a condition substantially similar to the condition of the Leased Premises on the Commencement Date, ordinary wear and tear excepted and leasehold improvements excepted.

Signed and accepted this 31st day of MAY, 2017.

WITNESSES: or ATTEST:
As to Lessee

BAREFOOT BAY HOMEOWNER'S
ASSOCIATION

Print Name _____

By: Thomas O'Donnell

Printed Name THOMAS O'DONNELL

Print Name _____

As it's TREASURER

WITNESSES:
As to Lessor

BAREFOOT BAY RECREATION DISTRICT
"LESSOR"

Printed Name: _____

By: Steven Diawa

Printed Name: STEVEN DIAWA

Printed Name: _____

As it's CHAIRMAN

Lessor's initial

[Signature]
Lessee Initial

New Business

Board of Trustees Meeting Agenda Memo

Date: February 08, 2019
Title: **Lounge Expansion Project Discussion**
Section & Item: 9B
Department: R&M/Capital
Fiscal Impact: \$3,800.00
Contact: John W. Coffey, ICMA-CM, Community Manager
Attachments: Original signed agreement and proposed change order
Reviewed by
General Counsel: N/A
Approved by: John W. Coffey, ICMA-CM, Community Manager



Requested Action by BOT

Approval of Change Order #1 for TLC Agreement for Conceptual Design of the Expansion of the Lounge

Background and Summary Information

On August 10, 2018, the BOT authorized Chairman Lavier to sign the proposal from TLC (BBRD's engineer of record) for the Lounge conceptual design exercise. Said proposal included two workshops with a final product based on BOT feedback at the second workshop.

The BOT held the second workshop on November 21, 2018 and decided in lieu of providing feedback to the design team that the three conceptual floorplans would be posted at the Lounge and CVO Office to obtain resident feedback before making a final decision about desired floorplan elements. Since the BOT did not provide any feedback the three conceptual floorplans, elevations and renders became the final product of the proposal. On December 08, 2018, the BOT authorized the Community Manager to solicit a change order to the completed project to add a third workshop and new final floorplan and rough order of magnitude cost estimate. Said change order is attached and costs \$3,800.00.

Staff recommends the BOT approve Change Order #1 in the amount of \$3,800.00, authorize Chairman Klosky to sign the form and authorize staff to execute a budget transfer from R&M/Capital Contingency to cover the costs.

The reader should note that the basic elements of a conceptual design exercise are typically contained within a design/construction plan proposal. However, a separate conceptual design exercise is typically recommended when there is not a consensus on the desired size, foot print and/or scope of the building layout.



January 30, 2019

Mr. John W Coffey
Community Manager
Barefoot Bay Recreation District
625 Barefoot Blvd
Barefoot Bay, FL 32976
Delivered via email: jcoffey@bbrd.org

**Re: Barefoot Bay Recreation District Building A Lounge Addition Design Charrette
Additional Services Proposal – AS01**

Dear Mr. Coffey:

As requested, TLC Engineering has developed the following proposal to provide supplemental services for the referenced project above.

Additional service is based on the following scope items:

- Architectural and Engineering representation at additional design charrette (February 12, 2019) to receive feedback garnered from community input based on plans provided after last design review meeting.
- Provide updated floor plan incorporating community input and feedback received at design charrette along with updated Rough Order of Magnitude (ROM) cost estimate for updated final floor plan.

TLC is prepared to provide supplemental services as outlined above for a fixed fee of **\$3,800.00**.

All other terms of our original proposal dated August 07, 2018 would apply unless specifically modified by this proposal.

If our proposal is acceptable, your signature below will confirm our authorization to proceed. Retain one copy and return one copy to TLC at the address on page 1 of this proposal. This authorization constitutes your commitment to pay the fee and reimbursable expenses, and represents that approval has been received.

Sincerely,

TLC Engineering for Architecture

Colin G. Doyle, PE
Associate / Structural Project Engineer

Gary C. Krueger, PE, CM, LEED AP BD+C
Principal / Division Director

Barefoot Bay Recreation District

By: _____

Print Name and Title

Date



August 07, 2018

Mr. John W Coffey
Community Manager
Barefoot Bay Recreation District
625 Barefoot Blvd
Barefoot Bay, FL 32976
Delivered via email: jcoffey@bbrd.org

**Re: Barefoot Bay Recreation District Building A Lounge Addition Design Charrette
Professional Architectural/Engineering Services Proposal**

Dear Mr. Coffey:

TLC Engineering is pleased to submit the following proposal to provide design services for the project referenced above. We appreciate your consideration and look forward to working with you and your team on this project.

PROJECT SCOPE

We understand the project is to consist of developing conceptual architectural floor plan for the renovation of the existing approximately 2,600 square foot lounge along with a 2,600 square foot addition in Barefoot Bay. The scope of work shall include an initial design charrette, to be attended by the architect and TLC, to gather programming input from the community. Two preliminary architectural conceptual floor plans will be generated as a result of the design charrette and be presented at a follow-up review meeting along with architectural renderings, and a rough order of magnitude (RoM) cost estimate, and conceptual design narratives describing the mechanical, electrical, plumbing, and structural scope to aid in the development of the RoM cost estimate. Community input and comments to the preliminary conceptual design plans and narratives will be consolidated into a final concept design architectural floor plan. No renderings or updates to the preliminary RoM cost estimate are included with the final deliverable.

TLC's proposal is based on information provided in conversations between John Coffey of the Barefoot Bay Recreation District and Colin Doyle of TLC Engineering for Architecture on August 3, 2018, and the understanding that existing building drawings will be made available to the design team. Extensive field investigation of the existing construction is not included in the project scope of services.

BASIC SCOPE OF SERVICES

TLC shall provide professional engineering and design services for:

- a. Architectural (sub-contracted to **Dave Nagrotsky Architects**)
- b. Structural
- c. Mechanical
- d. Electrical
- e. Plumbing

TLC anticipates the following deliverables at each stage of the project:

- Initial Design Charrette (1st Meeting)
 - No deliverables are expected for 1st Meeting
- Conceptual Design Review Meeting (2nd Meeting)
 - (2) conceptual architectural floor plans
 - (2) conceptual architectural renderings
 - MEPS conceptual design narratives
 - Rough Order of Magnitude (RoM) cost estimate
- Final Conceptual Design (No meeting)
 - Final conceptual architectural floor plan incorporating BBRD comments

All submittals are anticipated to be electronic. Document reproduction to be performed by **Barefoot Bay Recreation District** or considered a reimbursable expense.

Two design review meetings are included in TLC's proposed work scope:

- Initial Design Charrette
- Conceptual Design Review Meeting

ADDITIONAL SERVICES

Additional services, when requested in writing by **Barefoot Bay Recreation District**, shall be performed at TLC's standard hourly rates. Additional Services include those items shown in Attachment B. TLC shall submit the estimated additional services cost for approval and authorization prior to proceeding with a design.

FEE

We propose to provide the above-described basic scope of services based for a lump sum fixed fee, exclusive of standard reimbursable expenses, of **\$13,500.00**

Reimbursable expenses will be assessed at 1.1 times direct cost. Reimbursable expenses include all travel-related costs, (TLC's Cocoa office to be considered point-of-origin for all trips), airfare, mileage, meals, lodging, plotting and printing (except as required for in-house coordination), photography, courier services, shipping and express mail. Billing will be monthly, based upon percentage of services completed and reimbursable expenses. Payment is due within fifteen (15) days of receipt of payment from client.

If our proposal is acceptable, your signature below will confirm our authorization to proceed. Retain one copy and return one copy to TLC at the address on page 1 of this proposal. This authorization constitutes your commitment to pay the fee and reimbursable expenses, and represents that approval has been received by your firm from the client.

We look forward to your favorable selection of TLC and the opportunity to assist your team for this and future projects. Please give me a call with any questions or comments.


Mr. John W Coffey
August 07, 2018
Page 3 of 4

Sincerely,

TLC Engineering for Architecture



Colin G. Doyle, PE
Associate / Structural Project Engineer



Gary C. Krueger, PE, CM, LEED AP BD+C
Principal / Division Director

Barefoot Bay Recreation District

By:  _____

BRIAN K. LAVIER CHAIRMAN
Print Name and Title

8/13/18
Date

Attachments

- Attachment A – Additional Services

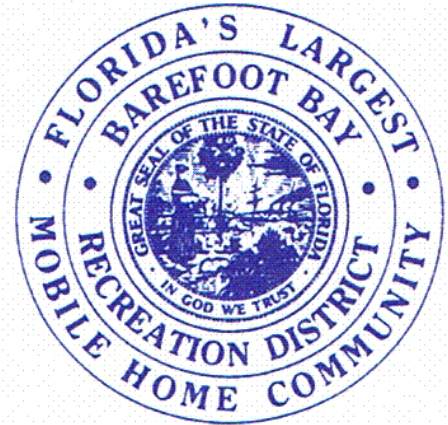
ATTACHMENT A

ADDITIONAL SERVICES Professional Engineering Services Proposal

1. Value Engineering meetings and subsequent engineering or design revisions to incorporate extensive additional review comments, including changes to system design, after final concept documents have been completed.
2. Structural, electrical, mechanical, plumbing, energy modeling, life cycle cost analysis, and fire protection design services.
3. Destructive testing or invasive investigation or surveying of existing building.
4. Conceptual structural, electrical, mechanical, and/or plumbing drawings.
5. Civil Engineering design services.
6. Surveying, landscape design, and irrigation design services.
7. Document reproduction beyond those required for in-house coordination and submittals as outlined above.
8. Detailed cost estimating services.
9. Front end specifications and design bid/RFQ administration services.
10. Modification of the existing master stormwater system.
11. Additional Architectural Renderings (\$1,000.00 per rendering)

Board of Trustees Meeting Agenda Memo

Date: February 08, 2019
Title: **Shopping Center Marquee Sign**
Section & Item: 9C
Department: R&M/Capital
Fiscal Impact: Est. \$19,055.77 (\$17,555.77 sign and Est. \$1,500 electrical work) (FY19 Budget of \$10,000)
Contact: Charles Henley, Finance Manager; or John W. Coffey, ICMA-CM, Community Manager
Attachments: Bids
Reviewed by
General Counsel: N/A
Approved by: John W. Coffey, ICMA-CM, Community Manager



Requested Action by BOT

Award of contract for installation of a Marquee Sign at the Shopping Center.

Background and Summary Information

The FY19 Approved Budget contains \$10,000 for the procurement of a programmable marquee sign (similar to the one in front of the Community Center) to provide tenants a more visible means of advertising. Currently, the existing signage along Barefoot Boulevard is very hard to read and only provides the name of the business. Similar to advertising in the *Peek of the Week*, tenants would only be eligible to run a weekly message on the marquee sign if they are current with all their required monthly payments to BBRD. Finance Office personnel would control the programming of the sign and messaging would be limited to generic sayings or advertisements of items minors are capable of purchasing (i.e. no alcohol, tobacco, etc.). Staff solicited the following bids:

- \$17,555.77 Sign Express (Houston, TX)
- \$23,220.00 Art-Kraft Sign Company, Inc. (Palm Bay, FL)
- \$17,746.20 Stewart Signs (Sarasota, FL) (installation not included)

Additionally, staff estimates an additional \$1,500 will be required for electrical work. Although all bids are over budget, there is sufficient available budget in contingency (\$35,554.25) to coverage the anticipated overage.

Based on an exhaustive review of the bids, staff recommends the BOT award contract for procurement and installation of a two foot one and 3/16th inch by seven foot four and 3/16th inch marquee sign from Sign Express in the amount of \$17,555.77 and authorize staff to execute a budget transfer from R&M/Capital Contingency to cover the overage of \$9,056.

If the BOT, does not wish to use contingency to cover the balance of the cost, a smaller sign is possible but not advisable due to probable inability of motorists to easily see a much smaller sign.



SIGN-EXPRESS

LIGHTED SIGNS & LED DISPLAYS

1924 RANKIN RD, SUITE 300
HOUSTON, TX 77073

TOLL FREE: 800.888.5051
FAX: 281.990.6750
TECL #: 18812

Client	Installation Location	Proposal ID	Date
Barefoot Bay Recreation District Charles Henley	925 Barefoot Boulevard Barefoot Bay, FL 32976, Barefoot Bay, FL, 32976	QUO-04981-Z0N6B2-2	1/16/2019
Sales Consultant: Mark Bullock		Proposal Valid until: 2/28/2019	

Item Description	Qty	Subtotal
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LED Display Item		
2'-1 3/16" x 7'-4 3/16" Eco Full Color 16mm 40x140 Matrix Double Face Sign	1	\$10,081.58

Manufactured in the USA. Full Color Outdoor LED Display features: All Aluminum Constructed Frame and Mounting Angles, Universal Sized 12.6" x 12.6" Modules with Watertight IP67 Rated Float Silicone Sealed fronts and IP67 Rated Conformal Coated Sealed backs. IP67 Rated Data and Power Cable Connectors to Rear of Module. Front & Rear Accessible LED Modules with 3/16" Allen Wrench Actuated Metal Cam Locks at four points, Bright 160 Degree Viewing Angle LEDs set in High Contrast 1000:1 Ratio Louvers, Humidity/Heat Resistant Conformal Coated Meanwell Power Supplies, Certified MET Lab/ UL48, UL8750, UL1433, 3 Year Parts / Factory Labor Warranty, Operating Temperature -40F to +140F

Display Specifications

Physical Pitch & Matrix:	16mm at 40 x 140
Active Viewing Area:	2'-1 3/16" x 7'-4 3/16"
Color Capability:	Full Color
Pixel Composition:	1 Red / 1 Green / 1 Blue
Brightness:	>10,000
Viewing Angle:	160 degree
Contrast Ratio:	1000:1
LED Life-span:	100,000 Hrs
Video Capability:	Included with all models
Minimum Character Height:	4.4 inch
Max Lines:	5
Max Characters:	28
Max Amps:	@120VAC(5) Amps / @240VAC (2) Amps Per Face
Estimated Electrical Usage:	\$16.93 per month @ 10 cents/kWh
Lifetime Diagnostics and Troubleshooting Support - Included	
3yrs Parts & Labor	
Lifetime Training Support - Included	



Communication

Software Wireless Bundle	1	\$610.50
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Comm - Express-Link 2.4 GHz Wireless (Full Bridge)	1	\$0.00
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Express-Link™ is an Advanced 2.4 GHz Wireless Communication System designed and built for severe weather conditions. Enables fast, wireless transmission of data files and content seamlessly to your LED display at distances up to 1500 feet apart with line of sight. Protects your important files and LED display messages from outside interference or tampering. Communication is done via tried and tested TCPIP communication with WPA/PSK Security Encryption. - Outdoor access point antenna, (POE) Power Over Ethernet Injector, POE Power Cable, 10' CAT-6 Ethernet Cable, & 25' Outdoor UV Shielded CAT-6 Ethernet included - Outdoor sign antenna included - Mounting hardware included

Software - Nova Star Pluto - Windows Based Software with Diagnostics	1	\$0.00
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World's leading control system manufacturer Nova Star developed Windows Based software that lets you program and display new content. Set up in-depth scheduling based on times, days, and even regions. Key Features include: Quick and Easy Content Creation, Content Enter and Exit Animations, Simultaneous Multi-Window/Multi Content Display(Screen Parting), Dimming Controlled with Manual Time of Day Based or Auto Brightness Sensor Dimming based on ambient light conditions(Auto Dimming Sensor Required), Time & Temperature Display(Temperature Sensor Required), Countdown Timers, Video, Flash, Streaming Multimedia and Websites Display, Playlist Preview. *Compatible with Windows Only

Comm - Automatic Brightness Dimming Control Sensor	1	\$0.00
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Omni directional photocell automatic brightness control system will automatically dim the brightness of the sign to optimal brightness based on ambient light conditions.

INCLUDED AS PART OF THE JANUARY PURCHASE INCENTIVE.

Install Items

Install - Removal of Existing Sign (up to 40 Sq Ft) 1 \$667.11

Removal and disposal of existing sign(s).

Install - Pole up to 4" Diameter (up to 8ft OAH)(supports up to 65 Sq Ft of Signs) 1 \$1,665.00

Pole up to a 4" Diameter Schedule 40 and up to 8 ft above ground. Sign will not exceed 12 ft height with up to 18" diameter concrete pier footer included. All work performed to engineering specifications. Includes: - Location Inspection - Excavation - Steel Pole - Concrete Pier Footer.

Install - Identification Sign (1 - 24 Sq Ft) 1 \$832.50

This is for installation of the identification sign up to 24 sq. ft. - Professional Installation - Proper mounting to support structure - Leveling - Touch up

Install - LED (1 - 16 Sq Ft) 1 \$1,886.99

Professional installation of up to 16 total square feet of LED display. Professional Installation and Configuration of LED Display(s) listed in this agreement. *Electrical run up to base of the sign is the responsibility of the sign owner, please see Sign-Express Electrical Requirements and Installation document. In certain and rare circumstances, installation quotes may vary based on site specific conditions determined at time of physical site inspection. Please see Terms & Conditions Document listed in this proposal. Services Include: - Physical Site Inspection - Unpacking of LED displays - Bracket fabrication for mounting - Leveling and fastening to structure(s) - Proper grounding - Final connection to client provided electrical within 5 ft. of structure - Junction box with Seal-Tite conduit to displays - Final inspection for proper operation

Services

Permit - Will Pull On-Premise(Up to 100 Sq Ft) 1 \$997.89

Permit - Sign-Express Signs will Pull Local Sign Permits for a sign structure up to 100 Sq Ft. for on premise use. Services Include: - Physical Site Survey - Document Gathering - Site Map Drawing - Engineering Drawings - Permit Form Completion - Actual Cost of Permit from governing agency with jurisdiction to be billed to client once fees in addition are accessed Agreement is contingent upon Sign-Express acquiring a sign permit from governing agency with jurisdiction over sign location. In the event the permit is denied, the client is under no obligation to fulfill this agreement. The permit & engineering acquisition fee is non-refundable.

Service - Lifetime Diagnostics 1 \$0.00

For the life of your sign, Sign-Express will provide technical support and troubleshooting services for all LED displays. Support is performed by phone to help identify the problems or configuration issues that may arise.

Content Creation - 90 Day Trial 1 \$0.00

Special Offer - Sign-Express's professional graphic artists will provide 90 days of free content with up to 10 slides or 5 videos a month.

Identification Sign

Identification Cabinet - Standard (0 to 16 Sq Ft) 1 \$2,108.99

Furnish and deliver illuminated identification cabinet. Constructed of Welded Aluminum Extrusion frame and retainers. Internally Illuminated with High Output White LEDs with Electronic High Efficiency 12 volt output Transformers (Auto-switching 120/240 voltage input). Frame comes equipped with automatic shutoff photo cell and UL48 Standard Shutoff Switch mounted on the side of the cabinet. Faces are UV Shielded Clear Poly-carbonate with 2nd surface mounted translucent vinyl graphics. Frame painted with Sherwin-Williams Pro-Industrial Acrylic Paint. Copy and colors to match signed Production Rendering.

2'-1 3/16" x 7'-6 3/16" LED ILLUMINATED IDENTIFICATION SIGN

Identification - Pole Skirting (per Sq Ft) 8 \$577.20

Pole skirting up to 24" in depth. Constructed with Aluminum angle, tubing and .080" thick Aluminum sheeting. Painted with Matthews Pro-Industrial Acrylic Paint. Copy and colors to match signed Production Rendering. Vents installed if needed for LED Display ventilation

2' x 4' ALUMINUM POLE SKIRTING

Shipping

Shipping (25-35 sqft) 1 \$1,208.79

Shipping of Signs (25-35 sqft) This includes Crating, Shipping & Delivery (Continental US Only)

Other Items

PURCHASE INCENTIVE BY FEB 28, 2018 1 \$0.00

PURCHASE INCENTIVE BY FEB 28, 2019: 10% OFF ALL LINE ITEMS (\$2,265.28) TAKE AN ADDITIONAL 4% DISCOUNT OFF OF BALANCE

(\$20,387.55)FOR CASH (NON CREDIT CARD) PURCHASE OF (\$815.50) FOR TOTAL INCENTIVES OF \$3,080.78. SEE DISCOUNT AT BOTTOM OF QUOTE.

Exclusions

***If not included previously in this proposal, items below are excluded. Installation and Permitting items contain descriptions that outline material, equipment and services. Some items below maybe included with those items.**

- Electrical Installation Duties /Taxes/Customs Clearance
- Electrical Breaker or Distribution Equipment Power Service
- Internet Service Signal Conduit/Signal Cable
- Labor to Pull Signal Cabling If not Included in Quote: Foundation/Footing
- If not Included in Quote: Engineering Certification If not Included in Quote: Digging and Excavation Equipment
- If not Included in Quote: Physical/Mechanical Installation If not Included in Quote: Crane and Lifting Equipment
- Unforeseen Site Conditions (Like but not limited to Sub-terrain/Weather/Road Closures/Limited Access)

Terms & Condition Documents

Standard Cash Payment Terms are 50% Down with 50% Due Before Shipping. A tracking number and photos will be supplied when items are ready to ship.

Sub Total:	\$20,636.55
Discount:	\$3,080.78
Totals:	\$17,555.77

- [Sign-Express - Standard Terms & Conditions *\(Click to download\)](#)
- [Standard-3-Year-LED-Warranty-20180411.pdf - Lifetime Warranty *\(Click to download\)](#)
- [Standard-5-Year-LED-Warranty-20180411.pdf - Lifetime Warranty *\(Click to download\)](#)
- [On-Site Full Service SLA Warranty on LED Signs *\(Click to download\)](#)

Proposal # QUO-04981-Z0N6B2-2 Created # 1/16/2019 Consultant # Mark Bullock

Acceptance

This Agreement is expressly limited to the acceptance by the Buyer of the exact listed terms and Buyer acknowledges that discussions and negotiations have occurred leading up to this agreement. Furthermore, neither party hereafter will rely on any oral representations made outside of the stated terms of this Agreement, which includes the "Standard Terms and Conditions" and "Warranty" links included in this document above. Applicable sales tax in the following states: Texas and Virginia; will be accessed at the time of billing and may not be represented on this quotation. If you are a tax exempt entity, please provide proof so you are not charged tax in error.

To complete the order sign here, initial previous pages, and return all signed and initial pages. Fax to: 281-990-6750

Printed Name: _____ Signature: _____ Date: _____

Optional Accessories

Optional accessories may or may not have been included with this quotation. If you wish to add any to the order, initial next to the item(s) and we will adjust the final price of your invoice.

- _____ Parts Cache (1-50 sq ft) | (51-150 sq ft) | (over 151 sq ft)
- _____ Spare Control System Cache
- _____ Auto Dimming Photocell
- _____ Auto Temp Sensor



ART-KRAFT SIGN COMPANY, INC. PROPOSAL

QUALITY SIGNAGE SINCE 1968

2675 KIRBY CIRCLE, PALM BAY, FL. 32905 · PH 321.727.7324 · FX 321.951.2466 · WWW.ART-KRAFT.COM

Proposal Submitted To:

Contact Name

Date

Phone

Sales Person

Job Name & Location

Fax

Designer

E-mail

Design #

We propose hereby to furnish material and labor complete in accordance with specifications below, for the sum of:

Payment to be made as follows:

Deposit of 50% down

Balance due upon completion. Credit Card payments subject to a 2% service fee.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from specifications below involving extra cost 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. Our workers are fully covered by Workman's Compensation Insurance.

Authorized Signature

Lori L. Reilly

We hereby submit specifications and estimates for:

**** NOTE: Permit & Engineering to be billed as extra @ AKS cost, plus cost to obtain.****

NOTE: THIS PROPOSAL MAY BE WITHDRAWN FROM US IF NOT ACCEPTED WITHIN 30 DAYS

1. All signage to remain property of Art-Kraft Sign Company, Inc. until paid in full. The Client/Buyer agrees to pay all cost in the event of default of payment by the Client/Buyer, including a reasonable attorney's fee.
2. The Client/Buyer hereby grants Art-Kraft Sign Company, Inc. the right of entry into and on the property of the Client/Buyer for the purpose of retaking possession of the signage in the event of default.
3. Any payments not timely received by Art-Kraft Sign Company, Inc. shall bear interest from the due date at the rate of 18% per annum until paid in full.
4. Primary electric to signs by others. Primary electric not included in price.

**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.**

WE ARE PLEASED TO ACCEPT



Customer Signature

Date



• *Barefoot Bay* •
RECREATION DISTRICT
931 BAREFOOT BLVD.

Welcome

USB Box

TekStar Color 16mm 40x140

CABINET SIZE: 5'x8'

CAPABILITIES: 1 TO 5 ROWS 4.4" TO 25.2" CHARACTERS



ORIGINAL DESIGN DO NOT DUPLICATE

PH. 1-800-237-3928 FAX 1-800-485-4280

5/8"=1' Sk: 924189-2 Cust: 3013413
 1/15/2019 f/aVasquez PROPOSAL

Header Vinyl: PHOTOREAL Text Color:
 Paint: ROYAL BLUE Draft: WHITE Cowling vinyl: N/A

GRAPHICS DISCLAIMER: This custom artwork is not intended to provide an exact match for ink, vinyl, paint, or LED color. Brickwork and masonry are not included in the proposal; Cornerstone products are an exception. Measurements shown are approximations; final product dimensions may vary. LED images shown are simulated to replicate optimum viewing distance. Your sign was designed for an illuminated graphic. Sketches are based off of this premise. Non-illumination during daylight hours may result in graphics of varying appearance.

Approved as shown:

Sign _____
 Date _____

Approved with listed changes:

Sign _____
 Date _____

TEKSTAR, DAYSTAR EXP & DEFENDER
FULL COLOR
Capabilities for 16MM 40 Pixel High Matrix



2 ROWS
12.6"



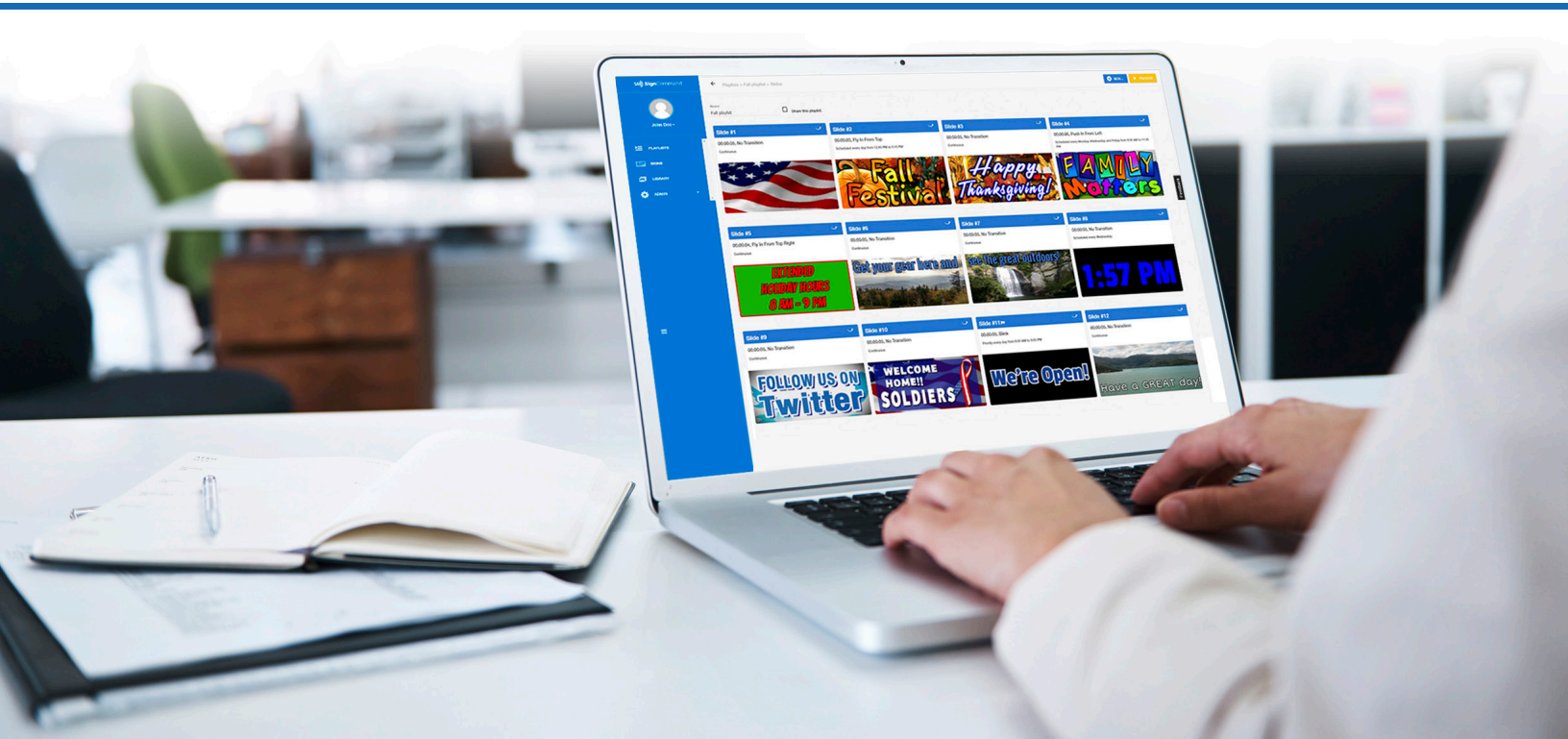
CAPABLE OF
3 ROWS
OF 8.4" TEXT

THIS SIGN
IS CAPABLE OF
DISPLAYING 1 TO 5
ROWS OF TEXT
4.4" TO 25.2"

CAPABLE OF
DISPLAYING
4 ROWS
OF 6.3" TEXT

Create and send amazing sign messages from anywhere with the easiest LED sign software in the Cloud

 SignCommand® by  stewart signs



Learn more at stewartsigns.com/software



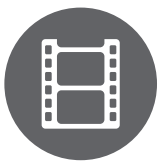
Access From Anywhere

No software to install or update, and never lose your messages to computer crashes.



Eye-Catching Special Effects

Many built-in effects will increase interest and attention in your sign message.



The Media You Need

Search, preview and add from our expanding graphics library optimized for use on signs, right inside the application.



Delivering Peace-of-Mind

Offering features like two-factor authentication, it's built from the ground-up with a focus on the security of your sign and its message.



Your Message, On Your Time

Advanced scheduling options allow for highly customized messages based on date and time.

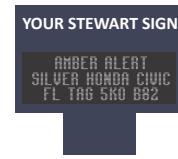


A Network of Support

Remote diagnostics & monitoring allow us to fix existing problems and prevent future ones.

Why Choose **SignCommand**?

- We focus on what you care about most: getting a powerful message out to the world.
- Powerful in-browser editing options. Crop, size, and add text on top of images and video clips without the need for photo-editing software.
- With a wide variety of fonts, colors, styles and outline options, adding custom text is a breeze!



- Quick message feature available for when you're on the go.
- Powerful scheduling options: schedule custom messages down to the minute and years in advance.

You can run **SignCommand** from virtually any internet-connected device using any operating system.



What sets us apart?



The sign **ONLY** talks with the **SignCommand®** servers, making it **virtually invisible to hackers**. 100% encrypted communication means that no one can eavesdrop on the conversation!



Control multiple signs with ease! Across the street or across the country, your signs can be any distance apart. And adding a new sign to your network is as easy as turning it on!



Windows or Mac, Android or iOS... **we support them all!**

READY TO LEARN MORE?

Visit stewartsigns.com/software for more information



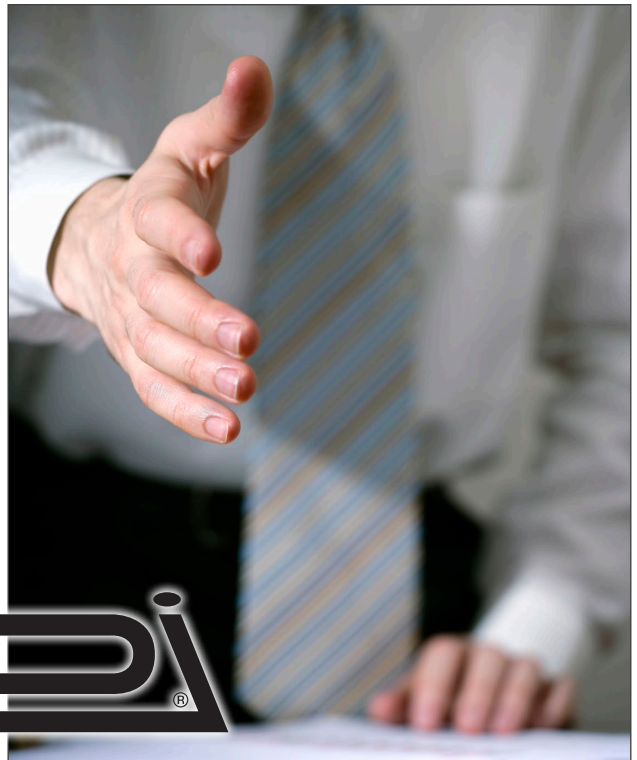
TOP 5 REASONS TO BUY A *LED* FROM STEWART SIGNS

1. PROFESSIONAL INTEGRITY

- We have been conducting our business according to ethical principles since 1968.
- Stewart Signs is a subsidiary of EBSCO Industries, which is ranked in the top 200 of the nation's largest privately held corporations according to Forbes magazine.
- EBSCO Industries holds the Dun & Bradstreet Financial Strength rating of 5A1, the highest awarded.
- EBSCOhost databases are the most-used premium online information resource for tens of thousands of educational institutions worldwide.



**EBSCO
Industries,
Inc.**



Stewart Signs LEDs



Commercial LEDs



2. SUPERIOR PRODUCT QUALITY

- They are designed to endure extreme weather and are tested in temperatures ranging from -31°F to 140°F.
- Our LED cabinets are thermostatically controlled to extend the life of the electrical components within.
- We use the brightest LEDs in the industry to ensure maximum readability, even in direct sunlight.
- Each sign carries a UL listing, ensuring its safety.
- Backed by the best warranty in the industry.
- Every LED sign receives a visit from a quality assurance technician with a satisfaction checklist they'll go through to be sure everything is fully operational.

3. OUR CUSTOMERS

- Over 50 years of experience providing quality signage.
- Nearly 50,000 customers including religious institutions, schools, municipalities, businesses & government agencies.
- We have endorsements from numerous denominations and publishing houses, and we hold contracts with many state and federal cooperatives like GSA and AFNAFPO.



SignCommand[®]



4. OUR SOFTWARE

- Create and send amazing sign messages from anywhere with our cloud-based software, **SignCommand™**.
- Crop, size, and add text over images and video clips through in-browser editing without separate software.
- Integrated graphics library.
- Remote diagnostics and monitoring.
- Visit www.SignCommand.com to learn more!

5. FINISH & APPEARANCE

- The seamless face covering the graphics and LED display is made with co-extruded solar grade Makrolon[®] SL by Sheffield Plastics, which means that it is virtually unbreakable and will not chip, fade, turn yellow, or become cloudy over time.
- High-performance 3M[™] vinyl is applied to the inside surface of the sign face, preventing shadowing.
- Our signs are protected with an industrial powder-coat finish, allowing for easy removal of graffiti if needed.
- Matte finish on sign faces and vandal covers improves and optimizes the readability of your sign by diffusing reflected light.



CONTACT US TODAY: **1.800.237.3928** stewartsigns.com

WHY UL LISTING MATTERS WITH ELECTRIC SIGNS

All of our electric products and their individual components are Underwriter Laboratories (UL) Listed. Founded in 1894, UL is the standard in America for safety and quality assurance. Our products undergo thorough and rigorous testing in these independent facilities. This commitment to quality allows us to provide some of the best warranties in the business, but what benefits will you see in a UL Listed sign?



IMPORTANT FACTS:

- Edison Testing Laboratories (ETL) and UL certifications are not interchangeable. ETL tests to UL standards.
 - UL and only UL writes the standard.
- While ETL recognizes the UL mark, UL does not recognize the ETL mark.
- UL is considered the authority by all.

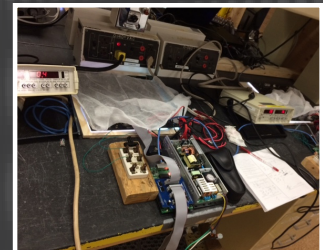


Stress tests on individual components being conducted

SAFETY FIRST

Each product and component undergoes a variety of safety tests with specific protocols. These include stress tests where up to ten times the standard voltage is applied to trigger failsafe components and check for electrical leakage. Spark and combustibility testing is conducted should flammable material such as bird or insect nests ever make it into the sign cabinet.

Devices such as fans, motherboards and power supplies are intentionally short circuited or disabled to check for effects on internal temperature and proper operation. The main focus of these tests are stability and predictability, that if circumstances cause a component to fail, it does so without causing harm. Don't put a price on safety; insist that your sign and its components adhere to the standards of UL.



Spark & combustibility testing

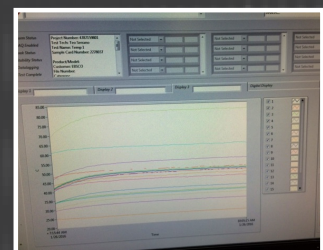
COMMITMENT TO QUALITY

Multiple UL engineers validate, test and certify our products down to the component level, meaning that all materials and devices must be independently UL Listed themselves. Whether it is the complex Integrated PC that controls our LED signs or the rubber gasket around the edge of our sign cabinets, each part must pass a technical review by the most scrutinizing engineers in the industry.

During a testing process that lasts several days, each new product is subjected to a battery of environmental conditions. Internal temperature is closely monitored and materials tested to see that they don't degrade in extreme environments. A UL listing ensures that your new sign is built with quality in mind.



Inspecting and certifying individual components



Testing of the internal temperature over time



Barefoot Bay Recreation District
 625 Barefoot Blvd.
 Barefoot Bay, FL 32976

Consultant:
 Alejandro Vasquez, X244
 a.vasquez@stewartsigns.com
 Direct Fax:
 Customer ID: 3013413
 Quote #: 924189 / 2
 Quoted: 1/15/2019

Attn: Charles Henley
 772-664-3141

DESCRIPTION

5'x 8' Double Sided 16mm TekStar, 40x 140 Full Color LED Display with 12" Deep, Hinged Extruded Aluminum Cabinet and Thermoformed Makrolon SL Faces Decorated on Inside Surface with 3M Vinyl Graphics.

Face / Cabinet Details

Internal TekStar Cabinet with Complete LED Display Assembly, 16mm 40x140 Color

Header Area Decorated with Internal **Photo-Real Graphics**

Electrical Information

Horizontal LED Illumination Package for a 3' x 8' Cabinet
LED Communication Method: Short-range Wireless;
 connectivity requires line-of-sight between sign antenna and wireless device antenna mounted on building by customer. Maximum distance of 1,500 feet* between antennas.

TekStar USB Box with 3' flexible conduit attached to cabinet and the USB Box to be remote mounted by customer

One 20 Amp Circuit, 240 Volts; Max Draw: 11 Amps
SignCommand.com Cloud-Based Software Included FREE for Lifetime of Product. Please visit www.signcommand.com for more information**.

Structural Details

Mount Style: Dual Leg Mount

Cowling (Creates Pedestal Appearance)

Mount Size:

Leg Height: 3 Ft 6 In

Leg Width: 2 Ft 8 In

Overall Sign Height: 8 Ft 6 In

Minimum Wind Load Rating: 140mph, Exposure C

Miscellaneous Items

***** Review Custom Artwork for Text, Graphic and Layout Details *****

I.D. Cabinet: Royal Blue

Draft: White

Header Copy: White

Mount: Royal Blue

Special Instructions:
 - Freight is not included in price: \$1,063
 - Installation not included - can be coordinated with local contractor
 - Self-Install Kit is provided
 - Electrical work to sign location not included

*All signs subject to zoning and code per city
 *Sales Tax not included in price

Investment:	\$19,718.00
Special Price:	\$17,746.20
Unless otherwise noted in Special Instructions, these prices are valid for 30 days. Freight, storage, other freight services and applicable sales tax will be added to your invoice. Organizations exempt from sales tax must include exempt certificate with order.	

Shipping Terms: F.O.B. Origin Payment Terms: 50% Down, Balance due 10 days after shipment
--

** By purchasing the SignCommand.com product, you are agreeing with the Website Terms of Use (<https://www.signcommand.com/terms>) and Software End User License Agreement (<https://www.signcommand.com/eula>).

Your Consultant: Alejandro Vasquez
(800) 237-3928, X244

Customer ID: 3013413

Quote Number: 924189 / 2

Date Quoted: 1/15/2019

Customer's Authorized Signature

1/15/2019

Print Name

Date

Alejandro Vasquez, Regional Sales Manager -
Muni/Civic Division
(800) 237-3928, X244

Date

Your Consultant: Alejandro Vasquez
(800) 237-3928, X244

Customer ID: 3013413

Quote Number: 924189 / 2

Date Quoted: 1/15/2019

SHIPPING INFORMATION

SIGN (via Common Carrier)	*** All applicable items will be sent to the CUSTOMER address *** *** unless noted otherwise below ***	
Barefoot Bay Recreation District 625 Barefoot Blvd. Barefoot Bay, FL 32976	ALL Barefoot Bay Recreation District 625 BAREFOOT BLVD. BAREFOOT BAY, FL 32976	
INVOICE (via USPS)	Attn: Dawn Myers Ph:	
Barefoot Bay Recreational District P. O. Box 779-233 Barefoot Bay, FL 32976	TEMPLATE / FOOTER (via USPS) Barefoot Bay Recreational District P O Box 779-233 Barefoot Bay, FL 32976	

ORDERING PROCEDURES

1. Check proposal for accuracy and, if approved, sign and date where indicated.
2. Approve design and colors on the custom artwork. Be sure to check spelling. If approved, sign and date the artwork.
3. Write deposit check according to terms listed on proposal form's header, made payable to EBSCO Sign Group LLC, dba Stewart Signs.
4. Return signed custom artwork, signed proposal form and deposit check to Stewart Signs.

** Unless indicated under special instructions, permits, footers, erection, electrical service, electrical hook-up and planters or other decorative masonry are the responsibilities of the buyer. Stewart Signs furnishes engineered footer drawings when applicable.*

** Any cancellation may be subject to a cancellation charge.*

** A late fee of 1.5% per month will be charged on any overdue balances.*

** In the event of a payment default, customer will be responsible for all of Stewart Signs costs of collection, including but not limited to court costs, filing fees and attorney fees.*

Stewart Signs
America's Premier Sign Company
Limited Product Warranty ("Limited Warranty")

Definition of Warranty Coverage:

- 1) EBSCO Sign Group, LLC, dba Stewart Signs (the "Company") expressly warrants to the original purchaser ("You" or "Buyer" or "Owner" or "Customer") that, for a period of five (5) years from the date of shipment (the "Warranty Period"), the electronic displays and the associated Company products (the "Product") will be reasonably free of material defects in materials and workmanship impacting Product fit, form and/or function. During the Warranty Period, the Company will, at its discretion, repair or replace any defective covered Product. The Owner will be responsible for removing and reinstalling any and all repaired or replacement parts. This Limited Warranty only applies to the Company's Product if installed, used, and maintained in the manner recommended by Company, and this Limited Warranty is conditioned upon compliance with all such instructions. Lifetime telephone support for the Product is provided, as needed.
- 2) In the event the Product is damaged during shipping, it is the responsibility of the Buyer to refuse delivery, causing the Product to be returned to the manufacturer for repair. Title to the Product passes to the Buyer upon the Company's delivery to the freight carrier. The Company assumes no liability for damage caused by careless handling or poor installation, except for work completed by employees of the Company. Loss or damage to the Product when in possession of the freight carrier is the responsibility of the Customer and is not covered by this Limited Warranty.
- 3) Any information or suggestion by the Company with respect to the Product concerning applications, specifications or compliance with zoning, codes and standards is provided solely for your convenience and without any representation as to accuracy or suitability. You must verify and test the suitability of any information with respect to the Product for your specific application.
- 4) Sign Structure and Sign Face: In the event the sign structure or identification/changeable copy portion of the sign malfunctions under normal use and service thereof DURING THE LIFE OF THE SIGN due to material defects in workmanship or materials, the Company will, at its option, repair or replace any defective materials.
- 5) Vandalism to Sign Faces: This Limited Warranty covers polycarbonate faces against breakage due to vandalism DURING THE LIFE OF THE SIGN. Warranty protection does not extend to these surfaces if damaged by gunshots, or when damaged coincident with damage to the sign cabinet in which the faces are installed.
- 6) Failed electronic parts or assemblies, with the exception of lamps, will be repaired or replaced, at the sole discretion of the Company. Owner bears the expense and responsibility of shipping Product to Company's Repair Center. Replacement or repaired parts are warranted to be free from material defects in material or workmanship for ninety (90) days, or for the remainder of the Warranty Period of the Product they are replacing or in which they are installed, whichever is longer.
- 7) The Company will repair failed LED pixels if greater than one half of one percent (0.5%) of the total number of pixels in the sign have failed in one (1) calendar year, provided the sign is installed with the recommended ventilation system for its location. The definition of pixel failure is when all LEDs in the pixel will no longer emit light. Pixel repair is performed at the Company Repair Center. It is common knowledge within the sign industry that all LEDs degrade and produce less light as they age. Eventually the LEDs will require replacement even though the LEDs will still emit light. This Limited Warranty does not cover normal LED degradation.
- 8) **Customer Obligations:**
Failure by the Customer to properly maintain the Product, including but not limited to filters and the ventilation/air conditioning systems, will void coverage for affected components. The Customer shall notify the Company immediately of equipment failure and allow the Company full and free access to the Product when required. Waiver of liability or other restriction shall not be imposed as a site access requirement. The Customer is responsible for all costs and management oversight associated with providing the Company access to the Product, providing the necessary machines, communication facilities and other equipment, inclusive of but not limited to lifting equipment. Should on-site repair be required, Customer is required to have a responsible individual on-site to provide access to the Product as well as sign off on a completed work order.
- 9) **Exclusions and Restrictions:**
The Company reserves the right to restrict service, limit replacement parts or invalidate this Limited Warranty to Customers whose account balance is past due. This Limited Warranty specifically excludes any on-site labor required to service the covered Product including diagnosis, removal and installation of parts or products. Any on-site service required by the Customer of Company technicians or a local authorized service provider is billable to the Customer based on an agreed upon written quote.
This Limited Warranty does not apply to software. Software is covered by a separate agreement, which appears in the Company's software license agreement.
Ballasts are covered for a period of three (3) years.
ID cabinet LED illumination and power supply are covered for a period of two (2) years, when purchased as a system.
- 10) This Limited Warranty specifically does not cover the following:
 - a) Third-party communication devices such as wireless devices and modems, which are covered by a separate electronic communication warranty.
 - b) Damage to Product that has been moved from its original installation location or is mounted in a mobile structure.
 - c) Cosmetic damage to the Product (including but not limited to scratches and dents that do not otherwise affect the fit, form or functionality of the Product or materially impair its use).
 - d) Temperature sensor results: temperature sensors will register variable results, given local environmental factors such as direct sunlight, distance from concrete or asphalt, etc.; results are not guaranteed or covered under this Limited Warranty.
 - e) Recovery or transfer of any data or software stored on the Product not originally installed on the Product by the Company.
 - f) Light bulbs or lamps.
- 11) This Limited Warranty specifically does not cover conditions, defects or damage caused by or resulting from the following:
 - a) Defects caused by unreasonable or unintended use of Product, improper or unauthorized handling, accident, omission, neglect, vandalism (unless otherwise noted in this Limited Warranty), misuse, physical abuse, installation, use and/or fabrication, and maintenance of the Product by any party other than the Company.
 - b) Damage not resulting from manufacturing defects that occurs while the Product is in the Owner's control and/or possession.

- c) Extreme physical or electrical stress or interference; environmental conditions beyond the Company's control, such as man-made or naturally occurring electrochemical oxidation or corrosion and/or metallic pollutants; normal wear and tear; inadequate, improper, or surges of electrical power; lightning, floods, fire, acts of God, war, terrorism, or other external causes, including Force Majeure.
 - d) Unauthorized modification including installation of third-party software on the Product.
 - e) Product modification or service by anyone other than: (a) the Company, (b) a Company-authorized service provider, or (c) Customer's own installation of Company approved parts with instruction from the Company. Service to a damaged or malfunctioning sign which has not been ordered or authorized by the Company's Customer Satisfaction Department is not covered under this Limited Warranty and will automatically invalidate this Limited Warranty.
 - f) Computer viruses, Trojan horses, worms, self-replicating code or like destructive code which was not included in the Product by the Company.
 - g) Products installed with known or visible manufacturing defects at the time of installation.
- 12) All items returned to the Company must have a Return Materials Authorization ("RMA") number, available by using the contact information below. Items received without an RMA number will not be processed and will be returned to the Customer at their expense. The Customer is responsible for sending any defective part to the Company, after which the Company will send a repaired or replacement part to the Customer.
- 13) The Company will provide and be responsible for the cost of shipping parts from the Company to the Customer, with the exception of sign faces replaced due to vandalism. Standard shipping via the United States Postal Service or other commercial parcel delivery company is the default method of delivery. Expedited delivery is available to the Customer at his or her expense. The Customer will provide and be responsible for the cost of shipping parts to the Company.
- 14) Warranty claims must be registered with the Company within thirty (30) days of damage or malfunction. To register a claim, the Customer must contact the Company at the location specified below and provide (a) his or her name and any other required contact information, (b) Product and purchase descriptions, and (c) the nature of the defect. The Company reserves the right (at its sole discretion) to require proof of original purchase (e.g. paid invoice, receipt) and to visit the site of the installation or to require documentation of the claim before assuming any responsibility under the provisions of this Limited Warranty.
- 15) THE LIMITED WARRANTIES SET FORTH HEREIN ARE THE ONLY WARRANTIES MADE BY THE COMPANY IN CONNECTION WITH THE PRODUCT. THE COMPANY CANNOT AND DOES NOT MAKE ANY IMPLIED OR EXPRESS WARRANTIES WITH RESPECT TO THE PRODUCT, AND DISCLAIMS ALL OTHER WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE COMPANY'S SOLE OBLIGATION UNDER THIS LIMITED WARRANTY SHALL BE TO REPAIR OR REPLACE MALFUNCTIONING OR DEFECTIVE PARTS OF THE PRODUCT. BUYER ASSUMES ALL RISK WHATSOEVER AS TO THE RESULT OF THE USE OF THE PRODUCT PURCHASED, WHETHER USED SINGULARLY OR IN COMBINATION WITH ANY OTHER PRODUCTS OR SUBSTANCES.
- 16) NO CLAIM BY BUYER OF ANY KIND, INCLUDING CLAIMS FOR INDEMNIFICATION, SHALL BE GREATER IN AMOUNT THAN THE PURCHASE PRICE OF THE PRODUCT WITH RESPECT TO WHICH DAMAGES ARE CLAIMED. IN NO EVENT SHALL COMPANY BE LIABLE TO BUYER IN TORT, CONTRACT OR OTHERWISE, FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, RELIANCE, PUNITIVE OR EXEMPLARY DAMAGES, OR FOR LOSS OF PROFIT, REVENUE OR USE, IN CONNECTION WITH, ARISING OUT OF, OR AS A RESULT OF, THE SALE, DELIVERY, SERVICING, USE OR LOSS OF USE OF THE PRODUCT SOLD HEREUNDER, OR FOR ANY LIABILITY THAT BUYER HAS TO ANY THIRD PARTY WITH RESPECT THERETO.

Contact Information:

Stewart Signs Customer Satisfaction
2201 Cantu Court, Suite 215
Sarasota, FL 34232
Phone: 855-841-4624
Web: www.stewartsigns.com/support/

Manager's Report



Barefoot Bay Recreation District

625 Barefoot Boulevard, "Old 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: February 08, 2019
Subject: Manager's Report

Resident Relations

- **ARCC Update** – February 5th meeting has the following cases on the agenda: 2 old business, 15 consent and 13 non-consent
- **Violations Committee Update** – February 8th meeting has 8 cases on the agenda.
- **Neighborhood Revitalization Program (NRP) Update** – Staff is working with the Finance Department and General Counsel Repperger to start the process of selling surplus NRP acquired properties via an on-line auction
- 46 new homeowners received their badges in January

Food & Beverage

- **2nd Annual Barefoot by the Lake festival Update** - is Friday, February 15 and Saturday, February 16, 2019. A Beach Boys/Eagles concert kicks off the festival on Friday, February 15, 2019. The festival grounds open at 3pm. on Friday with food vendors. A full day of music, art and food is planned for Saturday, February 16 starting at 11am. There will be plenty of *Barefoot by the Lake* branded merchandise such as tees shirts, hats and even sunscreen for sale so don't miss Barefoot Bay's day to shine
- **60s and 70s Dance Party Update** – The event will be held in Building A on Saturday, March 9, 2019. Prizes will be awarded for the grooviest and hippest costumes. There are only a few tickets left so please check with the Food & Beverage Office in Building A for availability Monday through Friday 9:30am-5pm.
- **St. Paddy's Day 2019** – The Irish Club and Barefoot Bay Food & Beverage are once again putting on a great Saint Paddy's Day event on Saturday, March 16, 2019 (yes, a day early so as not to interfere with Sunday commitments). The parade starts down Veteran's Way at 10am, a brief ceremony and blessing of the Bay by Deacon John Dunlap outside of Building A, the Brevard County Pipers will entertain lakeside of the Lounge and then the

fun begins with a day of music, corned beef and green beer. Tickets go sale for sandwiches and/or the buffet on Sunday, February 17th outside the Lounge at Street Dance. After that day tickets may be purchased at the Lounge and the 19th Hole.

Flyers with all the details are posted.

Golf-Pro Shop

- Tournaments (Please call pro shop 664-3174 for details)
 - 9-Holer's Charity Event
 - Feb. 5th
 - 7:00am Shotgun
 - Sign up in progress
 - Farewell to Sandy Golf Tournament
 - Feb. 23rd
 - 8:30am Shotgun
 - Sign up begins Feb 1st

Property Services

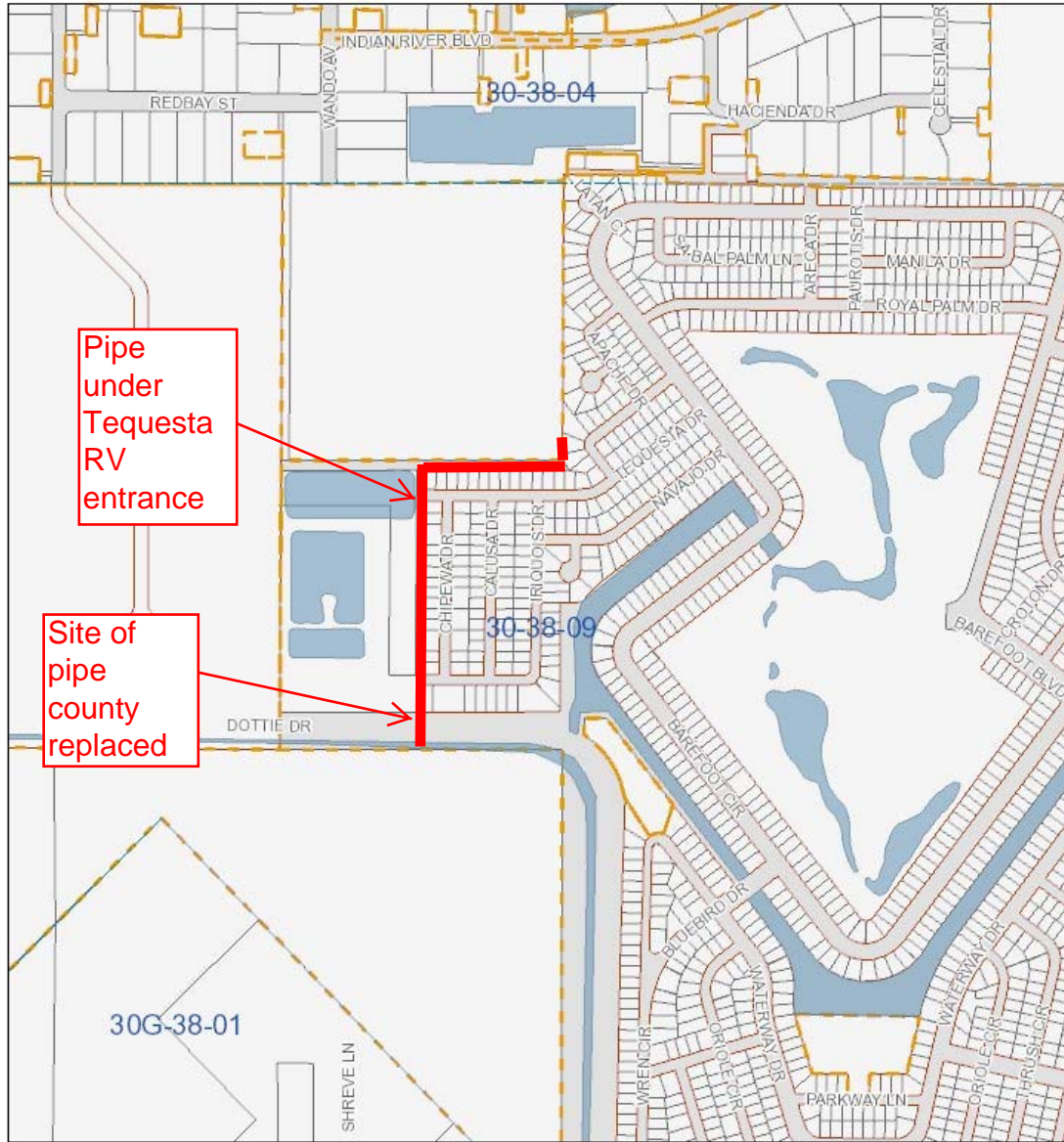
- Researched information and continued solicitation of bids for various projects
- Continued replacing handrails decking and stair treads leading to the pier
- Replaced the sign on the pier
- Continued installation of the NAB irrigation system (Valves, pump, pump house, etc)
- Repaired timing gear and replaced engine crank seal on a utility golf cart
- Facilitated the Building C Exterior Rehabilitation project RFQ required pre-submittal site inspection (2 vendors attended)
- Participated in New Administration final walk though inspection (i.e. generation of punchlist)
- Acquired majority of plants for New Administration landscaping
- Planned for the weeks of February 4th and 11th
 - Completion of irrigation system installation and testing
 - Installation of brick borders along sidewalks (where needed)
 - Preparation of planting areas, installation of landscaping and mulch
 - Cutting and digging test pits along the Building A retaining wall for engineering study

General Information

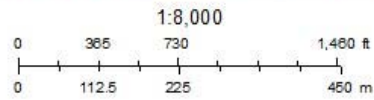
- **BOT Schedule Reminder:**
 - Workshop (Discussion of Committees): Mon., February 11th, Bldg. D/E at 7pm
 - Workshop (Lounge Expansion: Conceptual Design and Discussion of Commercial Leasing of the Shopping Center): Tues., February 12th, Bldg. D/E at 10am
 - Townhall Meeting: Tues., February 26th, Bldg. D/E at 2pm
 - Regular Meeting: Tues., February 26th, Bldg. D/E at 7pm

- Bldg. C Exterior Renovations RFP Evaluation Committee Meeting Schedule Reminder
 - Opening of Bids: February 19th, Bldg. D/E at 5pm **(new time)**
 - Review and Ranking of Proposals: February 28th, Bldg. D/E at 9am
- **Cherokee and Pocatella Drainage Update** – In 2017, the County stopped work on our attempt to lower the pipe under the Tequesta entrance to the RV lots due to the newly installed drainage pipe behind Pocatella being approximately 80% below the water table. A verbal agreement was reached with the County that prior to authorizing BBRD to lower the pipe under the Tequesta RV entrance, that they would lower the pipe downstream that runs under Dottie Lane because they believed that was the root cause of the upstream high-water level in the drainage pipe. The week of January 25th, County workers began replacing the pipe under Dottie Lane at the same elevation contrary to the previous agreement. BBRD’s civil engineer repeatedly spoke with County officials who acknowledged the agreement but would not alter the elevation of the pipe being installed under Dottie Lane. BBRD’s civil engineer recommends BBRD officially petition the Brevard County Board of County Commissioners to seek the lowering of the pipe under Dottie Lane thereby resolving the problematic high-water issue behind Pocatella. Staff requests direction on this matter. (site map on next page).

Brevard County Property Appraiser



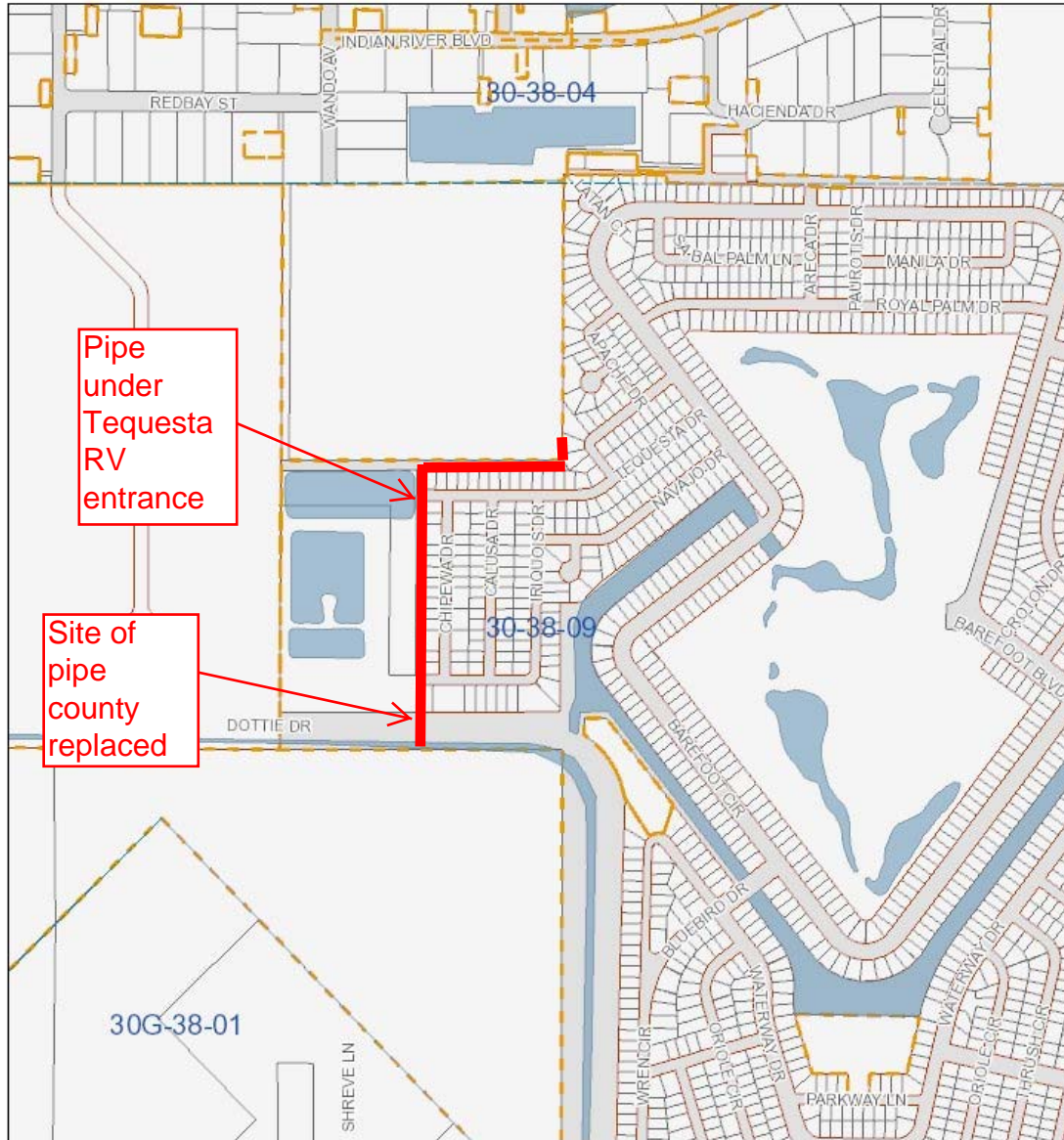
February 1, 2019



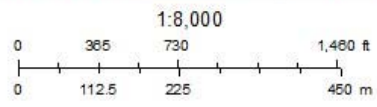
2846850

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Brevard County Property Appraiser



February 1, 2019



2846850

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Attorney's Report

Incidental Remarks from Trustees

Adjournment