

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

Tuesday, January 22, 2019

7:00 PM

1225 Barefoot Boulevard, Building D/E



BAREFOOT BAY RECREATION DISTRICT

Barefoot Bay Recreation District Regular Meeting
Tuesday, January 22, 2019 at 7 P.M.
Building D&E

AGENDA

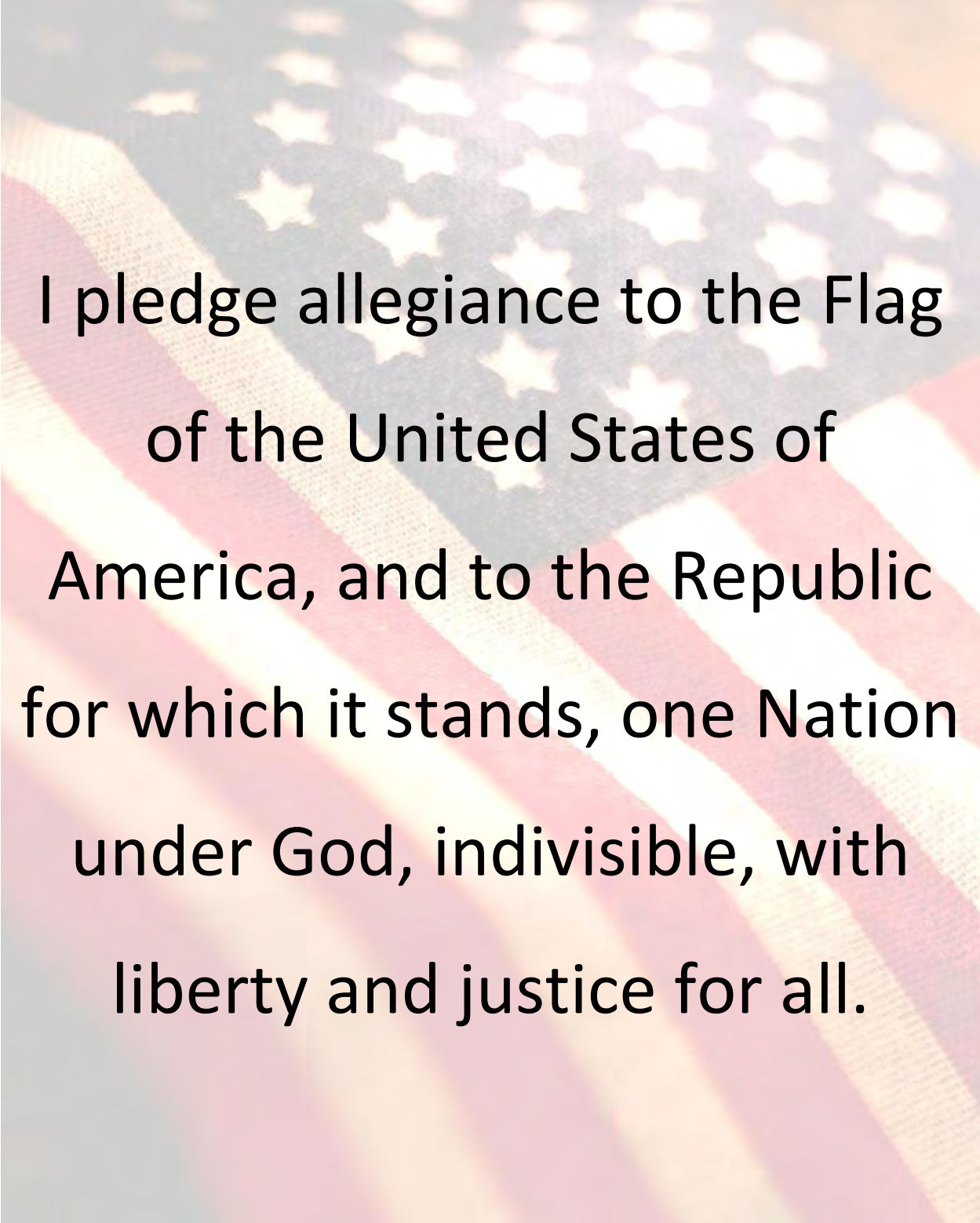
Please silence all electronic devices

1. Thought for the Day
2. Pledge of Allegiance to the Flag
3. Roll Call
4. Presentations and Proclamations
5. Approval of Minutes
6. Treasurer's Report
7. Audience Participation
8. Unfinished Business
9. New Business
 - A. Re-establishment of Finance and Facilities Planning Committees
 - B. Civic Volunteer Organization Shopping Center Lease Renewal
 - C. Walter Schmidt, Inc. Shopping Center Lease Renewal
 - D. Commercial Relator for Vacant Shopping Center Units
 - E. Discussion of Charter Amendment
 - F. New Website Design Award of Contract
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

Treasurer's Report

Barefoot Bay Recreation District

Treasurer's Report

January 22, 2019

Cash Balances in General Fund as of 1/15/19

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

Operating Cash in Banks

MB&T Operating Account 3,229,269.47
Total Operating Accounts: 3,229,269.47

Interest Bearing Accounts

SBA Reserve Account 677,573.54
Total Interest Bearing Accounts 677,573.54

Total Cash Balances in General Fund: \$ 3,908,843.01

Total Daily Deposits and Assessments Received for 1/4 - 1/15/2019

Daily deposits: \$ 83,027.95
 Assessments received (from County only): 158,346.80
Total Deposits Received \$ 241,374.75

Expenditures over \$5,000 for 1/4 - 1/15/2019

Check Number	Vendor	Description	Check Amount
51993	US FoodService, Inc.	Food and Paper Supplies	6,466.12
51987	Superior International Industries	50% Deposit on Bldg. A Gazzebo	16,195.97
51972	Moore Stephens Lovelace, P.A.	Audit Progress Billing	11,000.00
51967	Home Depot Credit Services	Hardware, Supplies and Parts	5,162.75
51933	US FoodService, Inc.	Food and Paper Supplies	6,026.77
	Florida Department of Revenue	December Sales Tax	15,967.20
	US Treasury	Payroll Taxes: PPE 1/6	17,740.11
	Paychex	Net Payroll: PPE 1/6	62,069.48
Total Expenditures over \$5,000			\$ 140,628.40

Audience Participation

Unfinished Business

New Business

Board of Trustees Meeting Agenda Memo

Date: January 22, 2019
Title: **Re-establishment of Finance and Facilities Planning Committees**
Section & Item: 9A
Department: Administration: Office of the District Clerk
Fiscal Impact: N/A
Contact: Luann Henderson, Trustee, or John W. Coffey, ICMA-CM, Community Manager
Attachments: N/A
Reviewed by
General Counsel: N/A
Approved by: John W. Coffey, ICMA-CM, Community Manager



Requested Action by BOT

Consideration of the re-establishment of the Finance and Facilities Planning Committees.

Background and Summary Information

Historically, the BOT had multiple advisory committees that were loosely formed and were typically chaired by a specific trustee. (The reader should be aware that the Architectural Review and Control Committee (ARCC) and the Violations Committee (VC) are “quasi-judicial” which make decisions versus “advisory committees” that only make recommendations to either staff or the BOT.)

In early 2016, the BOT reorganized all advisory committees by adopting formal rules for each committee and re-appointing all committee positions. The role of Trustee was changed from being a voting chair of the committee to one of non-voting “liaison.” On February 12, 2017, the BOT voted to dissolve all advisory committees.

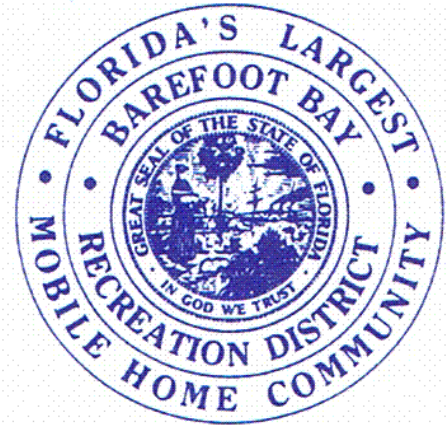
Trustee Henderson requests the BOT consider the re-establishment of the Finance Committee and Facilities Planning Committee as she believes there are many residents with expertise in these areas that could provide much needed recommendations to the BOT and/or staff. If the BOT re-establishes these committees, the following decisions will need to be made at future workshops or meetings:

- Will there be official rules containing the following elements?
 - Purpose
 - Duties/Responsibilities
 - Number of Members
 - Quorum and Conduct of Meetings
 - Terms of Appointment
 - Staff Support
- Who will each committee be making recommendations?
 - BOT
 - Staff
 - Both
- Selection method for members
 - Majority vote of BOT for each position
 - Each Trustee select one or more members

Staff requests direction from the BOT regarding this matter.

Board of Trustees Meeting Agenda Memo

Date: January 22, 2019
Title: **Shopping Center Lease Renewal: Civic Volunteer Organization (FKA BFBHOA)**
Section & Item: 9B
Department: Shopping Center
Fiscal Impact: \$17,600 (\$13,857 in lost rent, CAM and taxes plus \$3,743 in utilities cost)
Contact: 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

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

Background and Summary Information

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.

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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Lessee Initial

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.

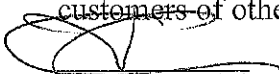
5. **Services.**

(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.

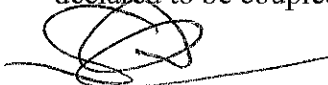
8. Insurance.

(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.

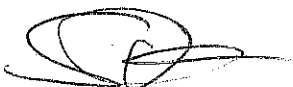
(c) Lessee's Acceptance. The Lessee accepts the Leased Premises in the "move in" condition they are in on the date this Lease commences. The Lessee hereby acknowledges that it has received the Leased Premises in a thoroughly good and tenantable order, safe condition and repair of which the execution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

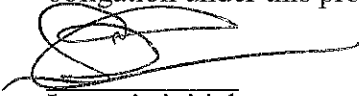
(a) If Lessee shall fail to perform or breach any of the conditions on Lessee's part to be performed and if such nonperformance or breach shall continue for a period of fifteen (15) days after notice thereof by Lessor to Lessee, or if such performance cannot be reasonably had within such fifteen (15) 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.

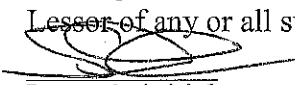
24. **Severability:** If any term or provision of this Lease shall, to any extent, be determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Lease shall not be affected thereby, and each term and provision of this Lease shall be valid and be enforceable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

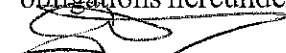
20. **Inability to Perform.** If the Parties are delayed or prevented from performing any of its obligations under this Lease by reason of strikes, lock-outs, labor troubles, inability to produce materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, war or other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


Lessor's initial

9 of 10


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



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

Board of Trustees Meeting Agenda Memo

Date: January 22, 2019

Title: **Shopping Center Lease Renewal:
Barefoot Bay Salon and Barber**

Section & Item: 9C

Department: Shopping Center

Fiscal Impact: \$13,331.64

Contact: Walter Schmidt, Walter Schmidt, Inc.
President, Charles Henley, Finance
Manager; or John W. Coffey, ICMA-CM,
Community Manager

Attachments: Assignment of Lease dated June 6, 2017,
Memorandum of Understanding dated
November 10, 2016 and Lease Agreement
dated December 9, 2011 for the Barefoot
Bay Beauty Salon

Reviewed by
General Counsel: N/A

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



Requested Action by BOT

Consideration of Shopping Center lease at current terms for a 2-year period.

Background and Summary Information

On December 9, 2011, the BOT entered into a lease agreement with the Barefoot Bay Beauty Salon for the use of Unit 1-3. On November 10, 2016, the BOT voted to amend the Lease by replacing the original 5-year extension option called for in 1(b) with two, 2-year extension options and to grant the first 2-year extension option of the Amended Lease to expire on December 31, 2018. A 5% increase in the base rent at the onset of the first 2-year extension. On June 12, 2017, the BOT entered into an agreement to assign the Amended Lease to Walter Schmidt, Inc.

Mr. Schmidt was approached in November regarding his extension intentions and was provided a copy of the original Lease and the Memorandum of Understanding amending the Lease. 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.

	Current Annual	Proposed Annual
Base Rent	9,412.80	9,883.44
CAM	1,474.44	1,474.44
RE Tax	1,132.44	1,132.44
Sales Tax	841.32	841.32
	12,861.00	13,331.64

Staff recommends the BOT approve a 2-year lease renewal for unit # 1-3 at the Shopping Center to Walter Schmidt, Inc. Upon acceptance by the BOT, Staff will work with General Counsel Repperger to draft the extension with Walter Schmidt, Inc.



BAREFOOT BAY RECREATION DISTRICT

Memorandum of Understanding

RE: Amendment to Lease Agreement dated December 9, 2011

Lessee: Barefoot Bay Beauty Salon

Lessor: Barefoot Bay Recreation District

Board of Trustee meeting date: November 10, 2016

The purpose of this memorandum of understanding is to amend item 1(b) of the lease agreement dated December 9, 2011. The original terms of the renewal of the lease allowed for an extension for 1 additional five year period.

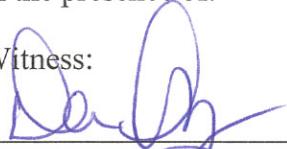
At the Lessees request, with the execution of this Memorandum, item 1(b) shall be amended to read:

(b) Provided that the Lessee is not in default of any provisions of this lease, Lessee and Lessor may agree to renew or extend said lease for one additional five years 2 additional 2 year period upon the same terms, covenants and conditions as set forth herein, except that Lessor, at its option, may increase the base rent by as much as five percent (5%) per renewal period. In no event shall base rent increase more than five percent (5%) in any renewal period. Lessee and Lessor shall agree to renew by giving written notice of intent to renew to each other not less than sixty (60) days prior to the expiration of the initial term hereof.

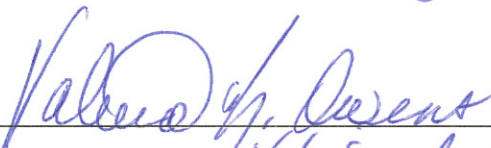
IN WITNESS WHEREOF, the parties hereto have executed this Amendment to Lease Agreement as of November 10, 2016.

Signed, sealed and delivered
in the presence of:

Witness:




Printed Name: Dawn Myers



Printed Name: Valeria R. Owens

BAREFOOT BAY RECREATION DISTRICT

AS LESSOR

By: 

Printed Name: Joseph Klosky

As its: Chairman

Date: Nov 15, 2016

Signed, sealed and delivered
in the presence of:

BAREFOOT BAY BEAUTY SALON

Witness:

AS LESSEE

Susan M. Luna
Printed Name: Susan M. Luna

By: Joanne E Morris
Printed Name: Joanne E Morris
As its: President

Susan Cuddie
Printed Name: SUSAN Cuddie

Date: Nov. 9, 2016

LEASE AGREEMENT

THIS LEASE AGREEMENT is made and entered into this 9 day of December, 2011 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 Beauty Salon hereinafter referred to as "Lessee").

WITNESSETH:

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

Bldg. 1, Suite 3 located at
935 Barefoot Blvd.
Barefoot Bay, FL 32976

1. **Term.**

(a) The term of this Lease shall be for a period of 5 year commencing on January 1, 2012.

(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 1 additional 5 year period upon the same terms, covenants and conditions as set forth herein, except that Lessor, at its option, may increase the base rent by as much as five percent (5%) per renewal period. In no event shall base rent increase more than five percent (5%) in any renewal period. Lessee and Lessor shall agree to renew by giving written notice of intent to renew to each other not less than sixty (60) days prior to the expiration of the initial term hereof.

2. **Rent.**

(a) The total rent payable by Lessee to Lessor during the term of this Lease shall be Forty four thousand eight hundred and twenty three dollars and twenty four cents (\$44,823.24), payable in twelve (12) equal monthly installments of \$ 747.05, with annual CPI increases. At the time rental payments are made, Lessee agrees to pay to Lessor all applicable Florida and local sales and use taxes that arise because of payment of rent, Common Area Maintenance (CAM) charges and property tax to Lessor. Furthermore, Lessee also agrees to pay, at the time rental payments are made their proportionate share of ad-valorem and non-ad valorem property taxes for the shopping center, which will be adjusted to actual at each year end. The proportionate share of property taxes at the start of the lease is \$90.57 per month. The Lessee also agrees to pay, at the time rental payments are made their proportionate share of CAM charges in the amount of (to be determined) per month. Said CAM charges may be increased from time to time

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

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


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

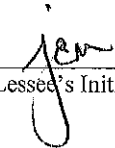
3. **Past Due Rent.** All past due rent, including any other payment required to be made by Lessee to Lessor, and any other amount which Lessor has advanced in order to cure Lessee's default hereunder, shall bear interest at the rate of eighteen percent (18%) per annum from the date due, or that date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

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

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

(a) Concurrently with Lessee's execution of this Lease, Lessee shall deposit with Lessor the sum of **\$ 0.00 (\$500.00 has been previously collected).** Said sum shall be held by Lessor as a security deposit for the faithful performance by Lessee of all of the terms, covenants and conditions of this Lease to be kept and performed by Lessee during the term hereof. If Lessee defaults with respect to any provision of this Lease, including but not limited to, the provision relating to the payment of rent and any of the monetary sums due herewith, Lessor may (but shall not be required to) use, apply or retain all or any part of this security deposit for the payment of any amount which Lessor may spend by reason of Lessee's default or to compensate Lessor for any other loss or damage which Lessor may suffer by reason of Lessee's default. If any portion of said deposit is so used or applied, Lessee shall, within ten (10) days after written demand therefore, deposit cash with Lessor in an amount sufficient to restore the security deposit to its original amount; Lessee's failure to do so shall be a material breach of this Lease. Lessor


Lessor's initial


Lessee's Initial

shall not be required to keep the security deposit separate from Lessor's general funds, and Lessee shall not be entitled to interest on such deposit.

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

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

6. **Taxes.**

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

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

7. **Alterations and Additions.** Lessee shall not make or allow to be made any alterations or physical additions or improvements in or to the leased premises without first obtaining the written consent of Lessor. Any alterations, physical additions or improvements to the leased premises made by Lessee shall at once become the property of lessor and shall be surrendered to Lessor upon the termination of this Lease; provided, however, this clause shall not apply to movable equipment or furniture owned by Lessee which may be removed by Lessee at the end of the term of this lease if Lessee is not then in default and if such equipment and furniture is not then subject to any other rights, liens and interests of Lessor. If required by

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Lessor's initial

Lessee's Initial

Lessor, such alterations, additions or improvements shall be removed by Lessee upon the expiration or sooner termination of the term of this Lease and Lessee shall repair damage to the premises caused by such removal, all at Lessee's cost and expense. Lessee shall submit to Lessor plans and specifications for all alterations and additions at the time Lessor's consent is sought.

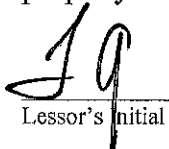
8. **Maintenance and Repair.** Lessor agrees to repair and maintain in good condition the roof, roof drains, sewers, outside walls, foundations and structural portions of the leased premises. Lessee shall be responsible for all other repairs and maintenance necessary including, but not limited to, work on the storefront, show windows, windows, door locks and hardware, window glass, interior decoration and painting, plumbing, heating, air conditioning and electrical facilities. Lessee shall enter into an annual maintenance contract of the Air Conditioning unit, and provide a copy of the contract to the Lessor. Failure to do so will result in the lessee responsibility for replacement of the air-conditioning unit. Lessee shall do all things necessary to keep the leased premises (except the roof, roof drains, sewers, outside walls, foundations and structural portions of the leased premises, which shall be maintained by Lessor), including the sidewalks and area adjacent to the leased premises, in a clean, neat and sanitary manner and in compliance with all laws, ordinances, rules and regulations of any public authority and in compliance with such rules and regulations that may be adopted from time to time by the Lessor that are applicable to all tenants in the Shopping Center of which the leased premises is apart. Lessee shall also be solely responsible for all repairs required as a result of the negligent or intentional acts or omissions of Lessee or Lessee's guests or invitees.

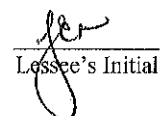
9. **Services.**

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

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

Lessee shall pay Lessor its proportionate share of the cost of repair and maintenance expenses of the parking and common areas of the Shopping Center, including, but not limited to cleaning, common area utilities and repairs, maintenance, and replacement of sidewalks, landscaping, roofs, and painting and hurricane protection. Said proportionate share shall be based on the square footage of building which is occupied when repairs are made. At the start of the lease, in order to insure that the parking area and common areas are properly maintained, Lessee shall pay Lessor (\$117.92) a month, in advance, along with the proportionate property tax and required rental payments. In the event that the monthly CAM payment does not


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satisfy the cost of said maintenance, Lessee shall pay Lessor his proportionate share of excess within ten (10) days of receipt of the statement which evidences such excess payment. If Lessee fails to make said payment within ten (10) days of receipt of said statement, Lessee shall pay Lessor a Twenty Five Dollar (\$25.00) late fee for every month said payment is not made. In the event Lessee does not pay said common area maintenance expense for two consecutive months, Lessor, at its option, may terminate said lease and take all remedies permitted by Paragraph 21 herein.

10. **Parking.** No part of any parking area adjoining the leased premises is leased hereunder. Lessor agrees that a parking areas shall be available to and used by, customers of Lessee along with customers of other tenants of other portions of the building of which the leased premises form a part, and subtenants and concessionaires thereof. Said parking area shall not be used by Lessee, subtenant, or concessionaire, except with the written consent of Lessor, in which event said Lessee, subtenant, concessionaire or employee shall park their automobiles in such place or places as shall be designated by Lessor. Lessor shall have the right to at any time, and from time to time, to establish rules and regulations for the operation of said parking area. Lessee further agrees that upon written notice from Lessor, Lessee shall provide Lessor a list of the automobile license number assigned to Lessee's car and all employees or agents.

11. **Use.**

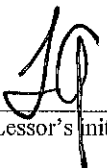
(a) **Use.** The leased premises shall be used and occupied by Lessee as Beauty Salon and for no other purpose without the prior written consent of Lessor.

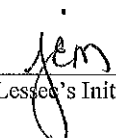
(b) **Suitability.** Lessee acknowledges that neither Lessor nor any agent of Lessor has made any representation or warranty with respect to the leased premises or with respect to the suitability of the leased premises for the conduct of Lessee's business, nor has Lessor agreed to undertake any modification,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

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

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

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


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

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

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

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


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

12. **Insurance.**

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

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

(c) **Miscellaneous.** The insurance policy or policies required hereunder of Lessee shall be written in companies licensed to do business in Florida, selected by Lessee, subject to


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

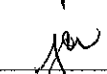
(d) **Non-Waiver of Sovereign Immunity.** Regardless of the level or type of coverage obtained for the benefit of Lessor as described herein, Lessor does not intend that any provision of this Agreement shall in any way constitute a waiver of any defense or limit of sovereign immunity to which Lessor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

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

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

15. **Subordination.** It is agreed by Lessee that this Lease shall be subject and subordinate to any mortgage, deed of trust, or other liens now on the premises or which may hereafter be made on account of any proposed loan to be placed on said premises by Lessor to the full extent of all debts and charges secured thereby; and to any renewals, extensions and modifications of all or any part thereof which Lessor may hereafter, at any time, elect to place on said premises, and Lessee agrees upon request to hereafter executed any paper or papers which


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counsel for Lessor may deem necessary to accomplish that end. That in default of Lessee's doing so, Lessor is hereby empowered to execute such paper or papers, in the name of Lessee, and as the act and deed of said Lessee, and this authority is declared to be coupled with an interest and not revocable.

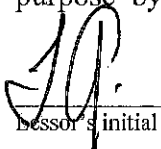
16. **Liens.** Lessee shall keep the leased premises, and the property in which the leased premises are located, free from any liens arising out of any work performed, materials furnished or any obligations incurred by Lessee, it being expressly acknowledged that the leasehold interest hereby leased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

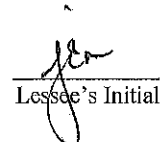
17. **Entry By Lessor.** Lessor reserves and shall at any and all times have the right to enter the leased premises to inspect the same, to submit said premises to prospective purchasers or Lessees, to post notices of non-responsibility and "For Lease" signs and to alter, improve or repair the leased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

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

19. **Condemnation:**

(a) If the whole of the leased premises or such portion thereof as will made the leased premises unsuitable for the purpose herein leased is condemned for any public use or purpose by any legally constituted authority, then in either of such events, the Lease shall


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terminate as of the date when possession is taken by such public authority and rental shall be payable by Lessee only to such date.

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

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


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

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


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

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

(d) If Lessee shall fail to perform or breach any of the conditions on Lessee's part to be performed and if such nonperformance or breach shall continue for a period of ten (10) days after notice thereof by Lessor to Lessee, or if such performance cannot be reasonably had within



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such ten (10) day period and Lessee shall not in good faith have commenced such performance within such ten (10) day period and shall not diligently proceed therewith to completion;

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

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

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

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


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

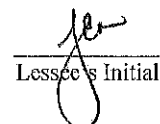
(a) Terminate this Lease, resume possession of the leased premises for its own account, and recover immediately from Lessee the entire rent for the balance of the lease term.

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

(c) In any event, Lessor shall also recover all expenses incurred by reason of the breach, including, but not limited to, reasonable attorney's fees and court costs, and the costs of re-renting and making required alterations to the leased premises.

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


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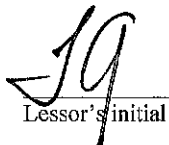
leased premises, and Lessee further agrees to repair any damage caused thereby. If Lessee fails to remove any of Lessee's personal property and trade fixtures, said property shall, at the option of the Lessor, either be deemed abandoned and become the exclusive property of Lessor, or Lessor shall have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

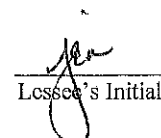
23. **Signs.** Lessee shall have the right to erect one sign of the front of the leased premises. Lessee shall obtain Lessor's written consent prior to the erection or painting of any sign at the leased premises, which consent may be withheld in Lessor's sole discretion. Lessors discretion shall be based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

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

25. **Estoppel Certificate:**

(a) Lessee shall at any time upon not less than ten (10) days prior written notice from Lessor execute, acknowledge and deliver to Lessor a statement in writing (i) certifying that this Lease is modified and in full force and effect (or, if modified, stating the nature of such modification and certifying that this Lease, as so modified, is in full force and effect) and the date


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to which the rent and other charges are paid in advance, if any, and (ii) acknowledging that there are not, to Lessee's knowledge, any uncured defaults on the part of Lessor hereunder, or specifying such defaults if any are claimed. Any such statement may be conclusively relied upon by any prospective purchaser or encumbrance of the leased premises.

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

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

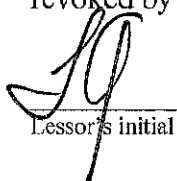
27. **Captions; Attachments; Defined Terms:**


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

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

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

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


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

30. **Cost of Suit:**

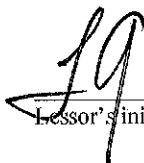
(a) If Lessee or Lessor shall bring any action for any relief against the other, declaratory or otherwise, arising out of this Lease, including any suit by Lessor for the recovery of rent or possession of the leased premises, the losing party shall pay the successful party a reasonable sum for attorney's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

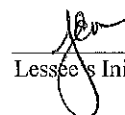
(b) Should Lessor, without fault on Lessor's part, be made a party to any litigation instituted by Lessee or by any third party against Lessee, or by or against any person holding under or using the leased premises by license of Lessee, or for the foreclosure of any lien for labor or material furnished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

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

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

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


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

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

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

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

Signed, sealed and delivered
in the presence of:

Witness:

Susan Cuddie
Printed Name: SUSAN Cuddie

Mack
Printed Name: JR. MACKENZIE

BAREFOOT BAY RECREATION
DISTRICT
AS LESSOR

BY Thomas Guinther
Printed Name:
As its: Thomas Guinther

Date: Dec 9, 2011

Signed, sealed and delivered

LG
Lessor's Initial

gu
Lessee's Initial

in the presence of:

Witness:

Marya Mirador
Printed Name: MARY R MIRADOR

Susan m. Sullivan
Printed Name: Susan m. Sullivan

AS LESSEE

By: Joanne E Morris
Printed Name: Joanne E MORRIS
As its: PRESIDENT

Date: Dec. 7, 2011

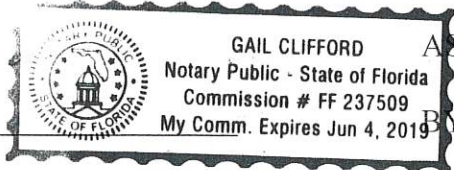
ASSIGNMENT OF LEASE

For and in consideration of the sum of Ten (\$10.00) Dollars and other good and valuable consideration, the said sum received cash in hand by Assignor from Assignee, as hereinafter identified, Barefoot Bay Beauty Salon (hereinafter referred to as "Assignor"), hereby assigns all right, title and interest in that certain Lease Agreement, commencing January 1, 2012, for 5 years, and via the "Memorandum of Understanding" extended until December 31, 2018, with an option for one additional two year term, by and between Barefoot Bay Recreation District (herein after referred to as Landlord), and Barefoot Bay Beauty Salon, Tenant, to Walter E. Schmidt, Inc. (hereinafter referred to as "Assignee") Subsequent assignment of said Lease Agreement will be with the consent of the landlord. This assignment shall include all rights and interest in a \$500.00 deposit currently held by Landlord. Assignor shall retain no rights or interest of any kind in said lease agreement upon full execution of this Assignment.

IN WITNESS WHEREOF, we hereunto set our hand and seal this 2 day of June, 2017.

WITNESSES:

San Clp



ASSIGNOR:

Joanne E Morris
BY: Joanne E Morris

Barefoot Bay Beauty Salon

Allison Dowsley | Allison Dowsley

Joanne E Morris, PRES.
Printed Name and Title of Signatory

ASSUMPTION OF LEASE

In consideration of the Assignment of Lease, set forth immediately above and in consideration of the Landlord's consent thereto, set forth immediately below, the undersigned, Walter E. Schmidt, Inc. hereby assumes that certain Lease Agreement, as above described, including but not limited to, all of the terms and conditions thereof as to Tenant's responsibility thereunder effective 1st day of June 2017. Said assumption shall include all rights and interests in the \$500.00 security deposit previously paid to Landlord by Assignor.

IN WITNESS WHEREOF we have hereunto set our hand and seal 2 day of June, 2017

WITNESSES:

San Clp



ASSIGNEE:

Walter E. Schmidt
BY: Walter E Schmidt

Walter E. Schmidt, Inc.

Allison Dowsley | Allison Dowsley

Walter E Schmidt
Printed Name and Title of Signatory

CONSENT TO ASSIGNMENT OF LEASE

Barefoot Bay Recreation District, Landlord, does hereby consent to the assignment and assumption of that certain Lease Agreement, dated January 1, 2012, for 5 years, and via the "Memorandum of Understanding" extended until December 31, 2018, with an option for one additional two year term.

IN WITNESS WHEREOF we have hereunto set our hand and seal this 12 day of June, 2017.

WITNESSES:

Angie Keeler
Angie Keeler



LANDLORD:

Steve Diana
BY: Steve Diana
Barefoot Bay Recreation District
Steve Diana, Chairman

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING entered into this ____ day of June 12 2017 between BAREFOOT BAY RECREATION DISTRICT, an Independent Special District of the State of Florida (hereinafter referred to as "BBRD"), 625 Barefoot Boulevard, Barefoot Bay, Florida 32976 (hereinafter referred to as "Lessor") and WALTER E. SCHMIDT, INC. (hereinafter referred to as "Lessee").

RECITALS

WHEREAS, Lessor and Assignor to current Lessee (as Assignee) entered into a Commercial Lease Agreement (hereinafter referred to as "Lease Agreement") for Building 1, Suite 3 located at 935 Barefoot Boulevard, Barefoot Bay, FL 32976 (hereinafter referred to as "subject premises") commencing January 1, 2012; and

WHEREAS, on or about November 10, 2016, the Lease Agreement was amended via a Memorandum of Understanding to provide for two (2) separate two (2) year renewal periods (the first renewal period commencing January 1, 2017 and ending December 31, 2018; the second renewal period commencing January 1, 2019 and ending December 31, 2020); and

WHEREAS, the Lease Agreement (including renewal period options) was assigned to current Lessee (as Assignee) by way of that certain assignment dated

June 2, 2017; and

WHEREAS, the current Lessee has requested that the Lease Agreement be amended to provide for exclusivity as to hair salon/barbershop services;

WHEREAS, the Lessor approved of the current Lessee's request that the Lease Agreement be amended to provide for exclusivity as to hair salon/barbershop services on May 12, 2017;

NOW THEREFORE, in consideration of the premises herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. All contractual terms of the Lease Agreement commencing January 1, 2012 (as modified by the Memorandum of Understanding dated November 10, 2016) are currently in effect and have been assigned to current Lessee by way of that certain assignment dated June 12, 2017. Said contractual terms shall remain in full force and effect, except as otherwise modified herein.

2. The parties agree that Paragraph 11 of the Lease Agreement shall be amended to create subsection (f) which shall read as follows, "Lessor agrees that it shall not lease any commercial space to any other business entities providing beauty salon or barbershop services during the duration of this Lease Agreement. This provision shall apply only to commercial property owned by Lessor. This provision shall expire immediately upon termination of the Lease Agreement."

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Understanding on the dates written below.

Signed, sealed and delivered
in the presence of:

Witness:

Angie Keeler
Printed Name:

George Kulis
Printed Name:

Jacey Ann Biondillo
Printed Name:
Jacey Ann Biondillo

**BAREFOOT BAY RECREATION
DISTRICT**

By: [Signature]

Printed Name: Steve Diana
As its: Chairman, Board of Trustees

Date: 12 June 2017



Signed, sealed and delivered
in the presence of:

Witness:

Susan Cuddie
Printed Name:

SUSAN Cuddie
Printed Name:

Lori M. Kenney
Printed
Name: Lori M. Kenney

WALTER E. SCHMIDT, INC.

By: [Signature]

Printed Name: Walter E. Schmidt
As its: President

Date: 6-14-17

[Signature]



Board of Trustees Meeting Agenda Memo

Date: January 22, 2019
Title: **Commercial Realtor for Vacant Shopping Center Units**
Section & Item: 9D
Department: Administration: Finance
Fiscal Impact: TBD (based on a percentage of gross rent of leases)
Contact: Charles Henley, Finance Manager, or John W. Coffey, ICMA-CM, Community Manager
Attachments: 2017 extension of leasing agreement and original 2017 leasing agreement
Reviewed by
General Counsel: N/A
Approved by: John W. Coffey, ICMA-CM, Community Manager



Requested Action by BOT

Authorization of Chairman Klosky to sign new leasing agreement

Background and Summary Information

In 2017 BBRD entered into an exclusive leasing agreement with Lightle Beckner Robison, Inc. for commercial real estate services regarding vacant units at 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).

Currently, there are two vacant units. The cost to BBRD is based on a percentage of gross leases facilitated by the agent. Costs range from 3% to 6% based on who finds the prospective tenant.

Staff recommends the BOT authorizes Chairman Klosky to sign a new exclusive leasing agreement with Lightle Beckner Robison, Inc. for services related to the Shopping Center.



LIGHTLE BECKNER ROBISON

INCORPORATED

COMMERCIAL REAL ESTATE SERVICES

July 10, 2017

Barefoot Bay Rec District
Steve Diana
625 Barefoot Blvd
Micco, FL 32976

RE: **Extension of Exclusive Leasing Agreement**
935 Barefoot Blvd., Micco

Dear Steve,

This letter hereby extends that certain and attached Exclusive Leasing Agreement between Lightle Beckner Robison, Inc. (Agent) and Barefoot Bay Rec District, (Owner) for the above referenced property.

By signing this letter below, this agreement is hereby extended from the last day in July 2017 through the last day in July 2018.

We have enjoyed working with you and look forward to completing the successful leasing of your property. Please sign this letter and return it at your earliest convenience.

Best regards,

LIGHTLE BECKNER ROBISON, INC.
Commercial Real Estate Services

Robert P. Beckner, Principal

Steve Diana

suecuddie@bbrd.org

EXCLUSIVE LEASING AGREEMENT

FOR AND IN CONSIDERATION of services to be rendered by LIGHTLE BECKNER ROBISON, INC. ("Agent"), a Florida corporation whose address is 70 W Hibiscus Blvd, Melbourne, FL 32901 and BAREFOOT BAY RECREATION DISTRICT ("Owner") whose address is 625 BAREFOOT BAY BLVD BAREFOOT BAY FL 32976 does hereby employ Agent as Owner's sole and exclusive Agent to lease the property ("Property") described in Exhibit A attached hereto and made a part hereof for all purposes, on terms and conditions acceptable to Owner, as determined by Owner in the exercise of its reasonable discretion. This Exclusive Leasing Agreement ("Agreement") shall be executed in accordance with the terms and conditions more specifically described hereinafter.

1. This Exclusive Leasing Agreement ("Agreement") and authority shall be in full force and effect for the period from date of execution until and including JULY 31, 2017 ("Term"), except as specific obligations contained herein may continue beyond such term. Either party may cancel this agreement with 30 days written notice. In the event of cancellation Paragraph 5 shall survive the cancellation.

2. Immediately upon receiving this Agreement signed, witnessed and dated by Owner, Agent shall diligently pursue every means deemed appropriate and effective by Agent to secure tenants for the Property or parts thereof within the shortest reasonable period of time. Such efforts may include canvassing and direct mail efforts aimed at prospective tenants suitable for the property. Agent agrees to cooperate fully with other licensed real estate brokers.

3. During the term of the Agreement, Owner shall refer to Agent the name, address and telephone number of any person or entity inquiring about tenancy in the Property. Anyone having obtained information regarding the Property from any source during the Term of this Agreement shall be considered the prospect of Agent.

4. In the event the Property or any part thereof is leased or placed under contract to be leased by any other person during the term of this Agreement, Owner, its successors or assigns agree to pay to Agent a fee equal to 5% of the total Gross rent to be paid at the lease signing. In the event of a Cooperating Broker, Owner will pay Agent 6%. The Minimum fee will be equal to 1 month's rent. If owner finds their own tenant they will pay broker a 3% fee. In the event that the Property is leased to any public agency/political subdivision, including, but not limited to, Owner using the space for itself, no commission fee or any other compensation shall be due to Agent and this Agreement may be terminated immediately upon the execution of any lease to said public agency/political subdivision. If the above referenced tenants take possession the Landlord will reimburse Broker the cost of signs. Not to exceed \$500.

Such commission shall be paid as follows:

- (a) One-half of the commission is due when Owner shall receive a fully executed lease on terms and conditions satisfactory to Owner in the exercise of its reasonable discretion, and any required advance rental payment or security deposit.
- (b) The balance of commission is due upon occupancy by tenant.

5. No later than ten (10) days following the end of the term of this Agreement, Agent shall submit to Owner an exhibit showing **all** of the prospects that have been contacted by Agent regarding tenancy in the Property and who have physically toured the property with Agent, but who have not executed leases thereon. In the event that any persons or entities included shall lease the Property or any part thereof and shall execute a lease relating thereto and tender to Owner any required rental payments



within ninety (90) days after the Term of this Agreement, Agent shall be deemed to have earned the commission described in Paragraph 4, payable on the terms and conditions described in Paragraph 4

6. No commission shall be due or payable to Agent in the event Owner renews, expands, relocates or leases any space to existing tenants in the property.

7. Owner acknowledges the obligation to lease the Property or part thereof if the authorized rental and terms are met by a tenant ready, willing and able to lease such Property or part thereof on terms acceptable to Owner in the exercise of its reasonable discretion. In the event that Agent secures a tenant and tenant pays advance rental or security deposit and subsequently refuses to or does not, for any reason, move in, the Owner shall be entitled to one-half of **all** monies paid less any legal, design, professional, build-out or other expenses directly attributed to said tenant and Agent shall be entitled to the balance, but no other commission would be due.

8. Agent shall have the right to erect, at Agent's expense, such sign or signs advertising the Property or parts thereof "For Lease" and to remove any other leasing signs therefrom.

9. In the event any litigation, arbitration or appeal arises out of this Contract, the prevailing party shall be entitled to recover reasonable attorney's fees and costs. This Agreement shall be governed by the laws of the State of Florida. Any action or legal proceedings to enforce this Agreement or any of its terms, or for indemnification, shall be exclusively brought and prosecuted in an appropriate court of jurisdiction in and for Brevard County, Florida, and the parties to this Agreement consent to the personal jurisdiction and venue of such courts and to the service of process by any manner provided by Florida law.

10. By signing and accepting this Agreement, owner represents that it has good and merchantable title to the Property.

11. Owner and agent agree to indemnify the other party and hold the other party harmless from losses, damages, costs, and expenses of any nature, including attorney's fees, and from liability to any person, which one party incurs because of the other party's negligence, representations, actions, or inaction's. In agreeing to this provision, Owner does not intend to waive any defense or limit of sovereign immunity to which it may be entitled under Section 768.28, Florida Statutes or otherwise provided. The parties acknowledge specific consideration has been exchanged for this hold harmless/indemnification provision."

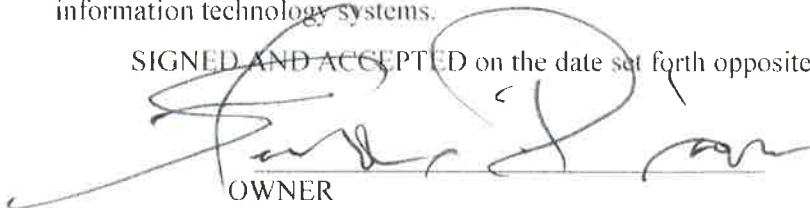
12. This Agreement calls for services to be rendered by Agent, and Owner and Agent understand and agree that in choosing Agent, Owner has relied on the specific and particular qualities of Agent. Accordingly, the rights and obligations of Agent hereunder shall not be delegated or assigned by Agent to any entity or person, whether by contract, agreement or by operation of law, without the prior written consent of Owner thereto. Except as limited by the foregoing sentence this Agreement applies to and shall inure to the benefit of and be binding upon Agent and Owner and their respective agents, assigns, successors and legal representatives.

13. IF THE AGENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE AGENT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: DAWN MYERS,



(772) 664-3141. dawnmyers@bbrd.org, 625 Barefoot Blvd, Barefoot Bay, Florida 32976. All documents, maps, drawings, data and worksheets prepared by Agent for Owner under this Agreement shall be deemed public records pursuant to Section 24 (a) of Article I of the State Constitution and/or Chapter 119, Florida Statutes and shall be maintained and open for access (upon a request of the records custodian of Owner as public records by Agent pursuant to the requirements of Section 24(a) of Article I of the State Constitution and/or Chapter 119, Florida Statutes in the same manner as is ordinarily required of BBRD. This requirement includes ensuring that records which are exempt or confidential and exempt from public records disclosure are not disclosed by Agent except as authorized by law. Upon termination of this Agreement, all public records in possession of Agent shall be transferred, at no cost, to OWNER and all duplicate records that are exempt or confidential and exempt from public records disclosure shall be destroyed. If the Agent keeps and maintains public records upon completion of the agreement the Agent shall meet all applicable requirements for retaining public records. All records stored electronically must be provided by Agent to BBRD in a format that is compatible with Owner's information technology systems.

SIGNED AND ACCEPTED on the date set forth opposite the signatures herein below.


OWNER

2/6/17
DATE

LIGHTLE BECKNER ROBISON, INC.

By 
Robert Beckner, Principal

2-7-17
DATE

EXHIBIT A

The property for the purpose of this Exclusive Listing Agreement shall mean

The Property Located at:

935 Barefoot Blvd Building 1 Suite 2 (1560SF),

935 Barefoot Blvd Building 1 Suite 5 and a portion of Suite 4 35(1077SF)

937 Barefoot Blvd Building 2 Suite 3 (1147 SF)

The Space To be Leased is a 2 retail and 1 Medical office. Marketed At \$11.00 a SF with \$3.00 CAM



Board of Trustees Meeting Agenda Memo

Date: January 22, 2019
Title: **Discussion of Charter Amendment**
Section & Item: 9E
Department: Administration: District Clerk
Fiscal Impact: TBD
Contact: Dave Wheaton, Trustee; or John W. Coffey, ICMA-CM, Community Manager
Attachments: N/A
Reviewed by
General Counsel: N/A
Approved by: John W. Coffey, ICMA-CM, Community Manager



Requested Action by BOT

Consideration of beginning the process to seek a charter amendment to increase the \$25,000 referendum threshold to 20% of the General Fund Operating Budget.

Background and Summary Information

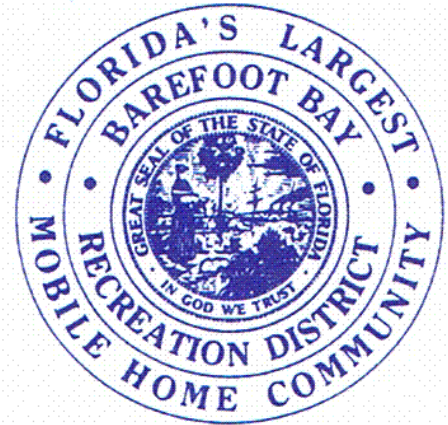
Trustee Wheaton requested this topic be placed on the agenda for discussion.

Staff requests direction regarding this matter.

Board of Trustees Meeting Agenda Memo

Date: January 22, 2019
Title: **New BBRD Website Design**
Section & Item: 9F
Department: Administration: Office of the District Clerk
Fiscal Impact: \$11,500 (Beginning Year 2 Maintenance and Hosting Annually \$2,500)
Contact: Dawn Myers, District Clerk or John W. Coffey, ICMA-CM, Community Manager
Attachments: Quotes from CivicCMS and MunicodeWeb

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



Requested Action by BOT

Award of Contract for New BBRD Website Design

Background and Summary Information

As the official records custodian for BBRD, the Office of the District Clerk is the point of contact for all records requests and responsible for ensuring records are properly retained. As such, maintenance of the BBRD website falls under this umbrella as the website is a rich source of information for the residents and public at large. Potential homeowners must be able to access and view valuable information with ease. Currently, the BBRD website while functional, is dated and not user friendly.

Additionally, state and federal laws dictate that certain information must be on the website in specific formats. Specifically, federal ADA Compliant laws require government websites are accessible for persons with disabilities. The BBRD website in its current format does not meet the state and federal guidelines for ADA compliance.

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.

Staff collected quotes from the following 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

Though the CivicCMS quote is initially higher than the competitor, further review reveals options included in their full website package that is not available in the MunicodeWeb package without having to pay additional fees. Thus, the CivicCMS quote proves to be the better value. There is currently \$20,618 available in Admin Contingency to fund this project.

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

CIVICCMS[®]



Barefoot Bay FL Website Proposal

Presented by
William Velasco
Sales Representative

 | CIVICPLUS[®]

302 S. 4th Street, Suite 500 | Manhattan, KS 66502
1300 Massachusetts Ave., Boxborough, MA 01719
www.civicplus.com

October 29, 2018

Dawn Myers
District Clerk
Barefoot Bay Recreation District
625 Barefoot Blvd
Barefoot Bay, FL 32976

RE: Website Redesign Services

Dear Dawn,

Meeting the expectations of citizens is at the core of civic responsibility. Finding that perfect blend of functionality, ease of maintenance, and cost effectiveness can be daunting. Today's "what I want, when I need it" society is all about digital and timely responses. Saving time and money and increasing citizen satisfaction is every government entity's goal. With the cost-effective CivicCMS solution you can achieve your vision of success.

CivicPlus, Inc. (CivicPlus) is passionate about our mission to help make local government better. We are not just designing a website, we are helping build a trusted and long-term relationship between you and your community through our state-of-the-art technology and process. Our expertise lies in collaborating with our clients to deliver the right solution, at the right cost, housed within a modern design that captures the culture of your community.

The following information will show you how the CivicCMS solution will reduce your staff's workload, respect your available budget, and most importantly, provide your community with a powerful online resource that promotes open access to your municipal offices.

Please review our proposal closely. This proposal will save you time and resources while providing your visitors a website where they can find what they need, when they need it. We look forward to working with you and your staff to help make your vision become a reality.

Sincerely,

William Velasco
Sales Representative Name
(785) 370-7761
velasco@civicplus.com

What Sets CivicCMS Apart?



Created to Meet Your Needs

Developing your new website under the Open Source Initiative provides CivicCMS with the flexibility to develop new features and modules to help you meet your goals and vision.



Our Drupal Platform

CivicPlus will develop your site on one of the industry's most trusted open source platforms, Drupal. It is the platform of choice by national, state, and local governments all over the world.



We Build Long-Term Relationships

Our partnership with you is only beginning at go-live! We provide ongoing customer support and our Account Management team will work with you to help you evolve your web environment throughout your relationship with CivicPlus.



Easiest System for Updating & Adding New Content

Your new CivicCMS website will be specifically designed for ease-of-use so your staff, regardless of their technical skill level, can maintain and update your new website easily and efficiently.



Custom & Responsive Design

Your custom-designed website will be fully responsive on multiple devices including smart phones, tablets and wide screen monitors.



Useful & Relevant Modules

CivicCMS is flexible and scalable to grow with your web environment at your speed and need without extra features and functionalities that are not as relevant.



Affordable Cost, Flexible Payments

We understand the fiscal challenges municipalities face on a daily basis, so CivicPlus offers payment options to meet your budgeting needs.



Security and Protection—Priority One!

Our Tier IV secure hosting facilities are monitored 24/7 and your website is backed up daily off-site. We deploy state-of-the-art hardware and software to prevent DDoS and hacking attacks to protect your investment.

Client Website Examples

We did a re-design and after talking with some other website companies, they were the best choice for us. They understood our needs and delivered exactly what our vision was, even better.

Vicki M., Burrillville, RI



Tequesta FL

Website:

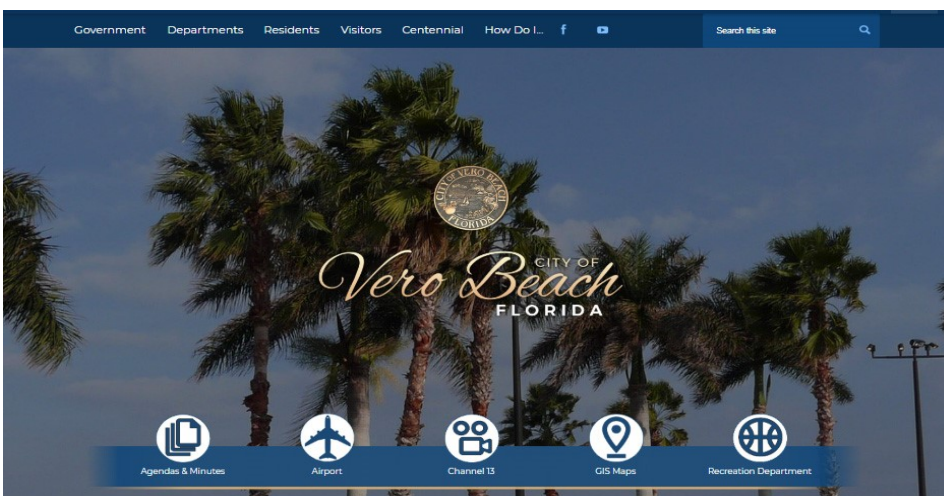
<https://www.tequesta.org/>



South Miami FL

Website:

<https://www.southmiamifl.gov/>



Vero Beach FL

Website:

<https://www.covb.org/>

Features & Functionality

The Drupal content management system has opened up new areas we never could do with the old system. Our residents can get more done just by visiting our website.

Roger K., Stonington, CT

Content Management Functionality

- Schedule Publishing
- Schedule Expiration Dates
- “Review-On” Dating
- Unpublish/Archive Content
- WYSIWYG Editor
- Dept/Board Specific News
- Persistent Navigation
- ADA Compliance
- Job Opportunities
- Web Forms Module
- Versioning
- Embed Video Player
- Online File Center
- Quick Links
- Protected Email Addresses
- Recyclopedia
- FAQs
- Audit Trail/History Log
- Content Previewing
- CAPTCHA Visitor Authentication
- Printer Friendly Pages
- Surveys & Polling
- Bids & RFPs
- Business Directory
- SSL Certificates
- Dynamic Breadcrumbs

Communication Features

- Email Notifications (E-subscriber)
- Dynamic Site Map
- RSS Feeds
- Facebook & Twitter Integration
- Service Requests Forms
- Urgent Alert Banners
- Two-Way Blogging
- Private Comment Forms
- Rotating Bulletin Boards
- Staff Directory
- “Share this Page”

Administrative Functionality

- Intranet Options
- User Roles & Permission Levels
- Traffic Analysis
- Broken Links Reporting
- Menu Control
- Complete User History
- Board Membership Duties
- Domain Name Management
- Complete User History

Design Features

- Responsive Design
- Rotating Mastheads
- Dynamic News Modules
- Urgent News Banners
- Upcoming Meetings Module
- Custom Subtitles
- Cascading Navigation
- Multiple Navigation Schemes
- Mega-Menus
- FIND IT FAST

Graphic & Image Functionality

- Media Library
- Image Editor
- Photo Gallery
- Slide Shows
- Captioning/ALT Text
- Rotating Department Images
- Rotating Bulletin Boards

Typical Project Timeline

The support has been amazing from day one. We worked closely with your employees during initial setup stages, creating the webpage, training, and for follow-up. Your team of employees know what the City was looking for and created it with ease.

Felicia B., Aberdeen, MD

Design creation, accessibility, usability guidance, content optimization, training - CivicPlus delivers all of this and more during the development of your CivicCMS new website. Your exact project timeline can vary based on determined project scope, project enhancements purchased, your availability for meeting coordination, action item return and completion, approval dates kept, and other factors. Based on our experience, the estimated timeline for the successful completion of your CivicCMS project is approximately 10-13 weeks.

Implementation Phase	Timeframe	Deliverables
Phase 1 Strategy Sessions & Discovery	1 Week	<ul style="list-style-type: none"> Define Core Objectives Needs Assessment
Phase 2 Design & Architecture	2-3 Weeks	<ul style="list-style-type: none"> Design Meeting with Client Website Committee Homepage Options & Layout Subpage Design and Layout Finalize Design (once you are completely satisfied)
Phase 3 Site Implementation	2-3 Weeks	<ul style="list-style-type: none"> Identify Global and Cascading Navigation (and related links) Implement Design within CivicCMS
Phase 4 Content Development	3-4 Weeks	<ul style="list-style-type: none"> Migrate Agreed Existing Content
Phase 5 Training & Education	1 Week	<ul style="list-style-type: none"> Sessions for Content Editors and Site Administrators Group and Individual Sessions
Phase 6 Deployment & Go-Live	1Week	<ul style="list-style-type: none"> Final Quality Check of Website Install and Activate Selected Modules DNS & SEO Activities

Estimated Year 1 Investment

Barefoot Bay FL

All quotes are priced per project and presented in US dollars.
Pricing is valid for 60 days from October 30, 2018.

CIVICCMS Standard Website Package

Graphic Design

- ◆ Custom Design
- ◆ Fully Responsive Format (Smart Phones, Tablets)

Content Development

- ◆ Create All Department & Board Pages
 - ⇒ Contact Info, Staff Table, Welcome Text
- ◆ Build out ALL Additional Pages/Files of Content

Staff Training

- ◆ One Full Day of Online Group Training
- ◆ Full Access to Library of Videos/Documentation

Post Launch Analysis (After 60-90 Days)

- ◆ Group Refresher Training Session (2 Hours)
- ◆ Project Manager Review
 - ⇒ Traffic Stats, Navigational Structure, ADA Re-check

Supplemental Modules at No Cost

- ◆ Bids/RFPs
- ◆ Business Directory
- ◆ Intranet
- ◆ Agenda Manager
- ◆ Recyclopedia

Secure Hosting

- ◆ SSL Certificates
- ◆ Tier 4 Data Center
- ◆ Nightly Offsite Backups
- ◆ Intrusion Detection, DDoS Mitigation

Ongoing Customer Support

- ◆ Unlimited Live Support, Up to 4 Primary Users
- ◆ Free Monthly Webinars
- ◆ 24/7 Technical Support

CIVICCMS Application

- ◆ Annual CMS Usage License
- ◆ Periodic Module Upgrades
- ◆ Full Maintenance & Service Patches

Also Includes

- ◆ Apache Solr Search Appliance
- ◆ Google Analytics
- ◆ E-Subscriber Mail Lists
- ◆ Social Media Integration
- ◆ Web Forms Builder

Year One Investment:	\$11,500
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Year 2 and Beyond Annual Services: Standard

Barefoot Bay, FL

Each year of your contract, you'll receive system enhancements, maintenance, optimization, and have full access to our support staff so your site stays up-to-date with our latest features and functionality. Annual Hosting/Maintenance Services are subject to a cumulative annual 5% technology fee increase beginning Year 3 and beyond.

- **Secure Hosting and Security Services**
- **Software maintenance including service patches and system enhancements**
- **24/7 technical support and access to the Online Help Center**
- **Unlimited Live Customer Support for Designated Users**
- **Account Management Team for ongoing support and web environment evolvment**

Beginning Year 2 Annual Maintenance and Hosting Services: \$2,500

CivicPlus Advantage - Alternate Payment Plan

The CivicPlus Advantage (CPA) payment alternative payment plan provides zero interest, level payments that divides the One-Time Implementation Investment expense of your project over the first three(3) years of your contract to assist with your initial out of pocket expense and budget allocation. Each payment also includes your Annual Hosting/Maintenance Services.

1st Year CPA\$5,500

3rd Year CPA:.....\$5,500

2nd Year CPA\$5,500

4th Year CPA.....\$2,625

(annual plus 5% technology fee begins in Year 4)

municode



CONNECTING YOU & YOUR COMMUNITY

WEBSITE REDESIGN, HOSTING, AND SUPPORT

Quote for Barefoot Bay Recreation District, Florida



Gregg Huggins

PO Box 2235 Tallahassee, FL 32316
850-692-7068 ghuggins@municode.com

LETTER OF INTEREST

November 13, 2018

Barefoot Bay Recreation District
625 Barefoot Boulevard,
Barefoot Bay, Florida 32976

Dear Website Selection Team:

Thank you for the opportunity to present Barefoot Bay Recreation District with our quote for website redesign, hosting, and support services. It is our goal to deliver a mobile-friendly website that is professional, easy-to-use, and easy-to-maintain.


Our team has developed a portfolio of online services that are tailored for local government agencies. We have worked with cities, towns, villages, counties and other local government agencies for over sixty-five years continually striving to make your job easier. When it comes to posting content on the web, our solution is simple and straight-forward.

Our websites make it easier for your community to find content by providing multiple navigation paths to each page. Our designs reinforce self-service to enable 24x7 online access to your organization's services.

We create your website using Drupal, an industry-leading content management system. Since Drupal is open-source, your website is truly yours unlike those of many other government redesign companies that use their own proprietary software.

We are thrilled at the opportunity to partner with Barefoot Bay Recreation District on such an important initiative.

Sincerely,


Brian Gilday
President, Website Division

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COMPANY PROFILE

History, Mission, and Team

With over 65 years of experience, Municode's mission is to connect public sector organizations with their communities. Our solutions promote transparency and efficiency - such as custom website design, meeting and agenda management, online payment portals, the legal codification process, and our robust suite of online legislative search tools.

Municode has been in business for over sixty-five years and partners with more than 4,500 government agencies across all fifty states. Municode is a privately-owned corporation and is financially sound with no debt. Our leadership focuses on improving Municode through investments in its people and its technology. Our culture is conducive to the longevity of our employees; Our clients can establish a long-term partnership with our experienced and stable workforce.

Municode is home to over 230 employees (most of whom enjoy a 10+ year tenure). Our headquarters in Tallahassee, Florida includes four buildings totaling 56,000 square feet. Our West Coast office is located just south of Portland in Lake Oswego, Oregon. We also have individual team members working in several states across the country.

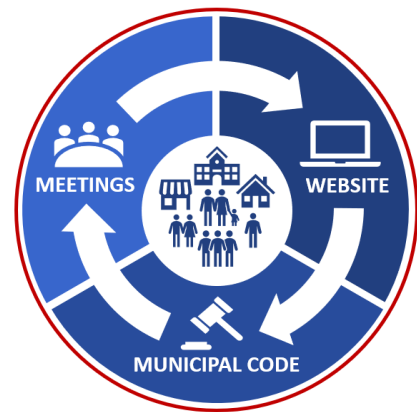


Our Vision: Simple, Seamless Integration

Our vision is to create seamless integration between our service offerings. The goal is to reduce staff workload, while at the same time, increasing the ability for municipalities to connect with their communities.

The following example integration points are either in place today or envisioned in our future strategic roadmap.

- Unified search across all platforms (website, meetings, online codes)
- Auto-publish agendas and minutes from the Meetings platform to the Website
- Ordinance auto-publishing from the Meetings platform to your online code, queued for supplementation, Code of ordinance cross-references to legislative voting history, minutes, and video/audio



Project Team

We have a highly-skilled team with a customer service focus.



Brian - Project Sponsor

Brian is an information technology expert, former U.S. Naval Officer, and former Big 5 consultant with Deloitte Consulting. He holds a BS in Computer Science with distinction from the United States Naval Academy (Annapolis, MD) and an MS in CIS from Boston University. Brian has also served as an Associate Professor at MIT and Boston University.



Dave - Project Management / User Experience

Dave has a Bachelor of Arts degree in Communications from California State University. In addition to project and design leadership, Dave will participate in various analytical, site configuration, content migration, and training activities.



Mary Joy – Project Management / User Experience

Mary Joy has that unique ability to put technical concepts into easy-to-understand terms with clients such as Dunkin Donuts, Gillette, Fidelity, and Osram Sylvania. A Bentley graduate with a Bachelor of Science in CIS, Mary Joy leads our customer support efforts and content migration.



Paul – Development / Systems Architecture / QA

Paul has been working on software systems for years and is a strong member of our team. We will turn to Paul for any custom development work that might be required. In addition, Paul has many years of experience in quality assurance testing, so he will be acting as Municode's lead tester for the engagement.



Drago - Graphic Design

Drago's work speaks for itself. He has the unique ability to capture the essence of your branding and communication requirements and transform them to stunning web designs.

REFERENCES AND DESIGN EXAMPLES

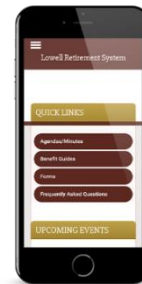
Standard Designs

Our standard designs come as part of our base price and are a great option for those who want a professional, mobile friendly design without the added expense of custom graphic design work. You choose from one of our standard layouts and still get to customize the color palette and background photos.

Lowell retirement System, MA

<http://www.lowellretirement.com/>

Shannon Dowd, Board Administrator
Office: 978-674-4094
Email: SDowd@lowellma.gov



Senoia Georgia

<https://senoia.com>

Population: 3,328
Debby Volk, City Clerk
770-599-3679
dvolk@senoia.com



Norfolk County Retirement System (NCRS)

<https://www.norfolkcountyretirement.org/>

Kathleen Kiley-Becchetti, Executive Director
Office: 781-821-0664
Email: kbb@norfolkcrs.com



Polson Montana

<https://www.cityofpolson.com>

Population: 4,488
Kyle Roberts, City Planner
406-883-8213
cityplanner@cityofpolson.com



Custom Designs

There is a reason why we have loyal customers! It is because we have a great solution, we take care of our customers, and we are committed to working with you for the long haul. When you pick up the phone and call us, we answer! When you email, we respond quickly – usually within 30 minutes. When you need us, we will be there for you. **But don't take our word for it, ask our clients.**

Greenacres Florida

<http://greenacresfl.gov>

Population: 37,573

Monica Powery, Purchasing
561-642-2039

MPowery@greenacresfl.gov



Monroe Georgia

<http://www.monroega.com>

Population: 13,234

Chris Bailey, Central Services Manager
770-266-5406

CBailey@MonroeGA.gov



Naples Florida

<https://www.naplesgov.com>

Population: 20,115

Launch: 2017

David Fralick, Communications Manager
239-213-1054

dfralick@naplesgov.com



Jefferson Georgia

<http://www.cityofjeffersonga.com>

Population: 9,459

Priscilla Murphy, Assistant City Manager
(706) 3675121 x 226

pmurphy@cityofjeffersonga.com



Specialty Sub-Site Graphic Designs

We also offer the option of having graphic designs for sub-sites that require specialized branding. We call these 'specialty sub-sites'. We leverage your main CMS and database, which allows us to offer these sub-sites with the same functionality as your main site yet with a completely different look and feel.

Economic Development

www.choosewoodstock.com
<https://www.fluvannacounty.org/ced>



Parks & Recreation

www.cprdnewberg.org
www.cityofvancouver.us/parksrec



Festivals

www.wintermusicfestival.org



Libraries

www.woodstockpubliclibrary.org



Police and Fire

www.mvfpd.org
www.quincypd.org
www.co.benton.or.us/sheriff



Event Centers / Cultural Centers

www.eventcenter.org
www.woodstockoperahouse.com
www.sherwoodcenterforthearts.org



Golf Courses

www.meadowlakesgc.com



Tourism

www.gofruita.com



WEBSITE CONTENT MANAGEMENT SYSTEM (CMS) FEATURES

Municode Web was designed for local governments by experts in local government. It utilizes Drupal, an open source platform, that powers millions of websites and is supported by an active, diverse, and global community. We are the Drupal experts for local government!

Key Project Deliverables

- ★ DESIGN
- ★ CONTENT MIGRATION
- ★ TRAINING
- ★ HOSTING
- ★ SUPPORT

Standard Features

- ⊙ Responsive Mobile Friendly Design
- ⊙ Simple Page Editor
- ⊙ Best-in-Class Search Engine
- ⊙ ADA/Section 508 Compliance
- ⊙ Social Media Integration
- ⊙ Web Page Categories - create a page once, have it show up in multiple places
- ⊙ Department Micro-sites (sites-within-a-site)
- ⊙ Rotating Banners and Headline Articles
- ⊙ Online Job Postings
- ⊙ Online Bid/RFP Postings
- ⊙ Photo Album Slideshows
- ⊙ Google Maps Integration
- ⊙ Resource/Document Center
- ⊙ Image auto-scaling and resizing
- ⊙ Site Metrics (Google Analytics)
- ⊙ Scheduled Publish On/Off Dates
- ⊙ Unlimited User logins
- ⊙ Unlimited Content
- ⊙ Word-like WYSIWYG Editor
- ⊙ Private Pages – staff view only
- ⊙ Unlimited Online Fillable Forms
- ⊙ Emergency Alerts
- ⊙ Meeting Agendas/Minutes/Videos
- ⊙ Event Calendar
- ⊙ Page Versioning / Audit Trail
- ⊙ Latest News / Press Releases
- ⊙ Anti-spam controls
- ⊙ Email Harvesting Protection
- ⊙ Broken Link Finder
- ⊙ Dynamic Sitemap
- ⊙ Support for Windows, Mac, Linux
- ⊙ Video integration (YouTube, Vimeo, etc.)
- ⊙ Client owns rights to all data
- ⊙ Organization/Staff Directory
- ⊙ Frequently Asked Questions (FAQs)
- ⊙ Ordinances and Resolutions
- ⊙ Google Translate
- ⊙ Share This Button (Facebook/Twitter)
- ⊙ Secure Pages / SSL
- ⊙ Printer Friendly Pages
- ⊙ RSS Feeds Inbound/Outbound

Optional Features/Services

- ⊙ Email Subscriptions / Notifications
- ⊙ Projects Directory
- ⊙ Parks and Trails Directory
- ⊙ Property Directory (Commercial/Industrial)
- ⊙ Facility Reservations
- ⊙ Board Management
- ⊙ Bid Management System
- ⊙ Stand-alone Intranet
- ⊙ LDAP Integration
- ⊙ Specialty Sub-site Graphic Designs
- ⊙ Custom Development

MEETING AND AGENDA MANAGEMENT (OPTIONAL)

Municode Web includes a standard feature to post meeting agendas and minutes. Many organizations seek the additional features of an agenda management solution such as agenda item approval workflow, auto-generated PDF/Word agendas, live council voting/roll call, and audio/video integration.

Municode Meetings is the easiest-to-use and most modern agenda management system in the industry. It is a 100% cloud-based offering that will greatly reduce the staff time and effort required to create and publish online agendas and minutes.

Key Project Deliverables

- ★ BOARD/COMMITTEE SETUP - configure as many boards as you need - no limit
- ★ MEETING TEMPLATE DESIGN - design one or more meeting templates to your custom specifications
- ★ TRAINING
- ★ WORKFLOW - setup custom agenda item approval workflows
- ★ USERS/ROLES/PERMISSIONS - create and configure unlimited user accounts
- ★ ANNUAL SERVICE - 99.95% up-time guarantee, data backups, disaster recovery
- ★ SUPPORT - 8AM to 8PM Eastern phone and email support; 24x7x365 emergency support

Standard Features

- ⊙ Unlimited Meetings and Agenda Templates
- ⊙ Unlimited Meeting Agenda Templates
- ⊙ Unlimited Users
- ⊙ Create Meetings
- ⊙ Submit/Add Agenda Items
- ⊙ Attach agenda item files
- ⊙ Create Agendas
- ⊙ Create Agenda Packets
- ⊙ Create Meeting Minutes
- ⊙ Approve Items with Approval Workflow
- ⊙ Auto Publishing Agenda, Agenda Packet, Minutes to the web
- ⊙ Self-service YouTube video time stamping
- ⊙ Integration with Swagit Video (coming soon)
- ⊙ Voting/Roll Call
- ⊙ Integration with Municode Web calendar

Service and Support

We will guarantee service uptime of 99.95%. In the event this service level is not met within a given month, you will receive a credit for that month's service.

We will provide you contact numbers to reach us 24x7x365 for catastrophic site issues. We will also be available from Monday to Friday 8AM-8PM EST via email and phone to handle routine questions from staff.

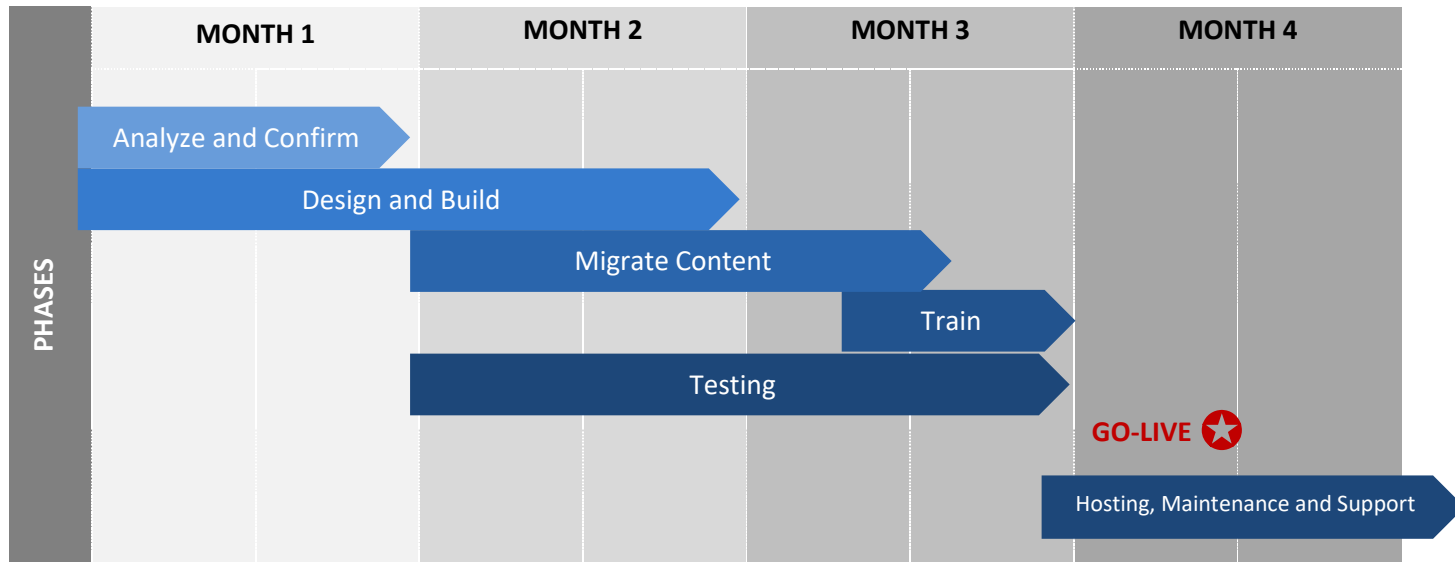
We will perform security upgrades and other optimizations during off-hours, typically between the hours of 12-3AM PST, if such work requires your meetings to be off-line. We will provide at least 14 days' notice for any non-emergency maintenance that requires down-time.

Our auto-monitoring software continually monitors performance and instantly alerts us when problems occur. We act as soon as possible and no later than two hours after problems are detected.

PROJECT TIMELINE AND APPROACH

The typical project takes from 3 to 6 months. The high-level timeline below is an approximation. We will finalize the schedule once we meet with you:

Project Timeline Sample



Client Responsibilities

The client's responsibility and the key to a smooth on-time deployment is providing the initial information and approving proofs quickly.

- ☑ The Client will make available to Municode relevant images, photos, logos, colors, and other branding material as well as an inventory of existing applications, websites, and content at the start of this effort. The Client will create new content copy as needed.
- ☑ The Client will assign a single point of contact for Municode to interact with that will be responsible for coordinating the schedules of other project stakeholders.
- ☑ The Client will review any deliverables requiring formal approval within 5 business days and return all comments/issues at or before those 5 days have elapsed.
- ☑ The Client will assign one person who will act as the "ultimate decision maker" in the case where consensus among the team cannot be reached.
- ☑ The Client must agree to applicable terms of services for Google related services such as Google Analytics and Google Maps to access those features. Municode is not responsible for Google's decisions related to discontinuing services or changing current APIs.

Project Phase Descriptions

Phase 1: Analyze and Confirm Requirements

Website Assessment:

Municode will complete an analysis of your current website(s) to assess the existing navigation, features/functions, and quality of content.

Organizational Overview Inventory/Survey:

Municode will provide an organizational overview document for you to complete as part of this assessment.

Website Design Meeting:

Municode will conduct a design meeting with a client-defined web advisory team. We recommend the advisory team be limited to a maximum of 6 members. This design meeting will allow the website advisory team to provide input regarding the overall design of the new website, including the site branding as well as high-level site navigation. This team will act as the initial review team for website design concepts. In addition, this team will act as the final review team for the website before it is approved for go-live.

Deliverables

- ⦿ Summary assessment sheet
- ⦿ Organization Survey
- ⦿ Website design specification sheet (graphic design and information / navigation design)

Phase 2: Design and Build phase

Design Concept Creation and Approval (Custom Designs):

Municode will complete home page design concepts for the Home Page and inner pages. These design concepts will incorporate all the graphical elements as well as the high-level sitemap. You will select a winning concept after going through a series of iterative design revision meetings. We allow for a total of 6 revisions.

Website Setup, Configure, and Customization:

Municode will create a fully functional website that includes the functional elements described in this proposal. As part of the website setup, Municode will finalize any remaining elements to the approved design and navigation.

Deliverables

- ⦿ Design concepts
- ⦿ Finalized design (Photoshop PSD)
- ⦿ Functional beta website with approved design
- ⦿ Content migration

Phase 3: Migrate Content

Content Finalization and Departmental Acceptance

Municode migrates initial content and your trained staff finalizes prior to go-live. See pricing section for specific number of included pages.

Meeting Agendas and Minutes: Client completes an excel template with information regarding each meeting plus corresponding files. Municode will then auto-import that content. Files must be provided with a standard naming convention to allow for auto parsing of date. (i.e. minutes_061516.pdf, etc.)

Standard Web Pages: A standard web page is defined as a page that contains a title, body text, and up to a total of 5 links, file attachments, or images. If you require migration of more complex pages, we can provide a custom quote.

Directory pages (Staff Directory, Projects, Commercial/Industrial Properties, Business Directory, Ordinances/Resolutions): Client completes manually or may request a custom quote. For custom quotes, client completes an excel template with directory data and Municode auto-imports directory content.

Deliverables

- ⦿ Content creation and migration
- ⦿ Departmental content 'signoff'

Phase 4: Staff Training

Staff Training

Throughout the development and after launch, our customers have access to training, resources and educational opportunities that help them thrive. Our initial training is offered to administrators and content contributors.

Deliverables

- ⦿ On-site (if applicable)
- ⦿ Web teleconference
- ⦿ Videos and User guides

Phase 5: Testing

Municode Functional Testing

Municode will perform a series of tests across multiple browser and operating system versions to confirm site functionality. Test will confirm proper functionality of all features documented in this proposal.

Acceptance Testing

Staff will review the website for completeness. Municode will have completed functional testing and cross-browser compatibility testing.

Deliverables

- ⦿ Completing Testing Checklists
- ⦿ Site acceptance by client

Go Live ★

Go-Live

We will work with you to make the appropriate 'A' Record DNS entry changes to begin the process of propagating the new production web server IP address.

Deliverables

- ⦿ Accepted Final Live Website

HOSTING, MAINTENANCE, AND CUSTOMER SUPPORT

Hosting

We provide first-class hosting services in a high-availability, secure data center. Our solution is quite secure, and we take cyber security seriously. Your website will be secure from multiple perspectives:

Data Center

We host your website in a secure data center with a high-availability network architecture. The data center is manned 24x7x365. Your website is maintained using firewalls, load balancers, multiple web application servers, and a database server. We apply security updates to the entire web server stack on a regular basis.

Data transmission

We guarantee up to 1 Terabyte of data transfer per month.

Redundant high-availability failover (optional):

We have the capability of providing premium hosting service levels by offering a mirrored copy of your site on a separate infrastructure and geographic location. We would need to talk through the required service levels and bandwidth to provide pricing for this item.

Web CMS software security

We apply security updates to your Drupal-based CMS whenever updates are posted. Your website is built on Drupal software that has the confidence of millions of websites in both the private sector and public sector, including whitehouse.gov, the City of Boston and the City of Los Angeles. Several built-in security mechanisms are in place to prevent cross-site scripting attacks.

Web transmission security

Your website is secured with SSL to encrypt transmission of data. We SSL-enable every page on your website for maximum security.

User authentication security

Our solution is configured with granular role-based permissions, and each user is required to login with a unique user id and password. We also offer a [two-factor authentication option](#) using Google Authenticator if that should be something you are interested in pursuing.

Data Backup

We back up your data in multiple geographic locations. We backup daily, weekly, monthly, and up to 7 years of annual data backups.

Guaranteed Uptime

Municode guarantee web server uptime of 99.95%. In the event this service level is not met within a given month, you will receive a credit for that month's service

Maintenance and Customer Support

24x7 Customer support:

We will provide you contact numbers to reach us 24x7x365 for catastrophic site issues. We will also be available from Monday to Friday 8AM-8PM EST via email and phone to handle routine website operation questions from staff.

Security upgrades:

Municode will apply security upgrades to your solution's core and contributed modules ensuring that your website stays secure. Municode will perform security upgrades and other web server and website optimizations during off-hours, typically between the hours of 9PM-3AM Pacific, if such work requires taking the website off-line. We will provide at least 14 days' notice for any non-emergency maintenance that requires down-time.

Site Monitoring and Site Recovery:

Municode will install auto-monitoring software routines that continually monitor website performance and alert us when problems occur. We will act as soon as possible and no later than two hours after problems are detected.

Free feature upgrades:

As we update our base Municode features, you receive those upgrades for FREE.

PROJECT COSTS

Design, Development, and Implementation Phase

\$5,000

- Fully functional Municode CMS with all base features
- Responsive mobile-friendly website with **standard** design
- Content migration; up to 100 pages and 5 years meeting minutes
- Training: web teleconference, video, user guides

Annual Hosting, Maintenance, and Customer Support

\$1,800/ year

- 20GB disk space and up to 1 terabyte data transfer per month
- 99.9% up-time guarantee, telephone support 8AM-8PM Eastern
- Email support with one-hour response time during working hours
- Emergency 24x7 support
- Up to 3 hours' webinar refresher trainings per year

Additional Website Options

<input type="checkbox"/> Custom Design	\$2,500
<input type="checkbox"/> Email Subscriptions / Notifications	\$600 per year
<input type="checkbox"/> Parks and Trails Directory	\$200 per year
<input type="checkbox"/> Projects Directory	\$200 per year
<input type="checkbox"/> Business Directory	\$200 per year
<input type="checkbox"/> Meeting and Agenda Management (Municode Meetings)	\$3,800 per year
<input type="checkbox"/> Specialty sub-site graphic designs	\$3500 + \$600 per year (per design)
<input type="checkbox"/> Site graphic redesign every 4th year	\$600 per year (per design)
<input type="checkbox"/> Additional on-site visits (training, consultation, etc.)	\$1500 day 1, \$1000 per day (days 2+)
<input type="checkbox"/> Custom Feature Development	\$125 per hour or fixed bid quote

PAYMENT SCHEDULE

Traditional Payment Schedule

- Year 1
 - Sign contract – 50% of project costs \$2,500
 - Implement design and features – 50% project costs \$2,500
 - Conduct training (site moved to production / annual support begins) \$1,800
 - Total** **\$6,800**
- Years 2-4
 - \$1,800 per year
- Annual hosting and support increases in year 5 by five percent. It increases in subsequent years according to the prevailing consumer price index (CPI)
- Payment schedule will be adjusted accordingly based on selected optional features

Interest Free Payment Schedule

- 2, 3, or 4-year interest-free payment plan available upon request

SERVICES AGREEMENT

This agreement ("AGREEMENT") is entered between the Barefoot Bay Recreation District Florida ("CLIENT") and Municipal Code Corporation ("CONSULTANT").

1. Term of AGREEMENT. This AGREEMENT shall commence effective the date signed by the CLIENT. It shall automatically renew annually. This AGREEMENT shall terminate upon the CLIENT's providing CONSULTANT with sixty (60) days' advance written notice

2. Compensation. It is understood and agreed by and between the parties hereto, that the CLIENT shall pay the CONSULTANT for services based on the payment schedule provided as set forth in the section marked "Payment Schedule". Payment will be made to CONSULTANT within thirty (30) days of the receipt of approved invoices for services rendered.

3. Scope of Services. CONSULTANT's services under this AGREEMENT shall consist of services as detailed in the attached proposal including appendices ("SERVICES"). SERVICES may be amended or modified upon the mutual written AGREEMENT of the parties.

4. Integration. This AGREEMENT, along with the SERVICES to be performed contain the entire agreement between and among the parties, integrate all the terms and conditions mentioned herein or incidental hereto, and supersede all prior written or oral discussions or agreements between the parties or their predecessors-in-interest with respect to all or any part of the subject matter hereof.

5. Warranty. CONSULTANT warrants that any services provided hereunder will be performed in a professional and workmanlike manner and the functionality of the services will not be materially decreased during the term.

6. Liability. CONSULTANT's total liability arising out of any acts, omissions, errors, events, or default of CONSULTANT and/or any of its employees or contractors shall be limited by the provisions of the AGREEMENT and further limited to a maximum amount equal to the fees received by CONSULTANT from CLIENT under this AGREEMENT.

7. Termination. This AGREEMENT shall terminate upon the CLIENT's providing CONSULTANT with sixty (60) days' advance written notice. In the event the AGREEMENT is terminated by the CLIENT's issuance of said written notice of intent to terminate, the CONSULTANT shall pay CLIENT a pro-rated refund of any prepaid service fees (for the period from the date of the termination through to the end of the term). If, however, CONSULTANT has substantially or materially breached the standards and terms of this AGREEMENT, the CLIENT shall have any remedy or right of set-off available at law and equity.

8. Independent Contractor. CONSULTANT is an independent contractor. Notwithstanding any provision appearing in this AGREEMENT, all personnel assigned by CONSULTANT to perform services under the terms of this AGREEMENT shall be employees or agents of CONSULTANT for all purposes. CONSULTANT shall make no representation that it is the employee of the CLIENT for any purposes.

9. Confidentiality. (a) Confidential Information. For purposes of this AGREEMENT, the term "Confidential Information" means all information that is not generally known by the public and that: is obtained by CONSULTANT from CLIENT, or that is learned, discovered, developed, conceived, originated, or prepared by CONSULTANT during the process of performing this AGREEMENT, and relates directly to the business or assets of CLIENT. The term "Confidential Information" shall include, but shall not be limited to: inventions, discoveries, trade secrets, and know-how; computer software code, designs, routines, algorithms, and structures; product information; research and development information; lists of clients and other information relating thereto; financial data and information; business plans and processes; and any other information of CLIENT that CLIENT informs CONSULTANT, or that CONSULTANT should know by virtue of its position, is to be kept confidential.

(b) **Obligation of Confidentiality.** During the term of this AGREEMENT, and always thereafter, CONSULTANT agrees that it will not disclose to others, use for its own benefit or for the benefit of anyone other than CLIENT, or otherwise appropriate or copy, any Confidential Information except as required in the performance of its obligations to CLIENT hereunder. The obligations of CONSULTANT under this paragraph shall not apply to any information that becomes public knowledge through no fault of CONSULTANT.

10. Assignment. Neither party may assign or subcontract its rights or obligations under this AGREEMENT without prior written consent of the other party, which shall not be unreasonably withheld. Notwithstanding the foregoing, either party may assign this AGREEMENT in its entirety, without consent of the other party, in connection with a merger, acquisition, corporate reorganization, or sale of its assets.

11. Cooperative Purchasing. CONSULTANT and CLIENT agree that other public agencies may purchase goods and services under this solicitation or contract at their own cost and without CONSULTANT or CLIENT incurring any financial or legal liability for such purchases.

12. Governing Law. This AGREEMENT shall be governed and construed in accordance with the laws of the State of Florida without resort to any jurisdiction's conflicts of law, rules or doctrines.

Submitted by:

Municipal Code Corporation

By: *Brian Hilday*

Title: President, Website Division

Accepted by:

By: _____

Title: _____

Date: _____

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: January 22, 2019

Subject: Manager's Report

Due to the short turn around from the January 11th meeting to the publication date of this agenda (January 15th), information normally listed below will be provided at the BOT meeting on January 22nd.

Attorney's Report

Incidental Remarks from Trustees

Adjournment